



CITY COUNCIL

**1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers**

DATE: March 19, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Boy Scout Troop 1000

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.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

CERTIFICATES OF APPRECIATION

Plano Housing Authority
Lily Bao

COMMENTS OF PUBLIC INTEREST

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.

CONSENT AGENDA

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.

Approval of Minutes

- (a) February 25, 2019
Approved

Approval of Expenditures

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

- (b) RFB No. 2019-0100-B for the Fire Station 10 Generator Replacement to Acumen Enterprises, Inc. in the amount of \$125,900; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2019-0172-B for the Plano Municipal Center Roof Overlay to Hanalex Roofing & Construction, LLC; in the amount of \$309,224; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (d) To approve the purchase of twenty-nine (29) Dell Latitude 7212 Rugged Tablets including Keyboard Covers with Kickstands for the Technology Services Department, to be utilized by Fleet Services, in the amount of \$61,205 from Dell Marketing, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3763) **Approved**
- (e) To approve the purchase of four (4) Chevrolet Malibu Sedans in the amount of \$71,676 from Reliable Chevrolet and three (3) Toyota Camry Sedans in the amount of \$73,397 from Silsbee Toyota for Fleet Services, to be utilized by the Police Department, for a total cost of \$145,073 through existing contracts; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2018-193 and BuyBoard Contract No. 521-16) **Approved**

Approval of Change Order

- (f) To approve an increase to the current awarded contract amount of \$2,329,031 by \$427,150, for a total contract amount of \$2,756,181, for the Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue, Project 6873, from FNH Construction, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0622-B; Change Order No. 3) **Approved**

Approval of Contract / Agreement

- (g) To approve an Interlocal Agreement by and between the City of Plano and the North Texas Municipal Water District (NTMWD) for property transactions; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (h) **Resolution No. 2019-3-1(R):** To approve the repeal of the original bylaws of Tax Increment Financing Reinvestment Zone Number Two and approve the adoption of bylaws of the Board of Directors for Tax Increment Financing Reinvestment Zone Number Two and Number Three; and providing an effective date. **Adopted**

- (i) **Resolution No. 2019-3-2(R):** To repeal and replace Resolution No. 2016-1-17(R) to require Standing Advisory Boards, Commissions and Committees of the City of Plano, but not Ad Hoc Advisory Boards, Commissions and Committees, to comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; and providing an effective date. **Adopted**
- (j) **Resolution No. 2019-3-3(R):** In support of the Cotton Belt Regional Veloweb Trail and the 2019 Transportation Alternatives Set-Aside program with the North Central Texas Council of Governments and the Texas Department of Transportation, committing to a 50% match of the total project cost, and authorizing the City Manager to execute all necessary documents. **Adopted**
- (k) **Resolution No. 2019-3-4(R):** To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. **Adopted**

Adoption of Ordinances

- (l) **Ordinance No. 2019-3-5:** To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date. **Adopted**
- (m) **Ordinance No. 2019-3-6:** To authorize the issuance of "City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019"; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City official. **Adopted**
- (n) **Ordinance No. 2019-3-7:** To amend Section 12-101, Prohibited on certain streets at all times, and Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of a certain portion of the existing parking restriction on Dorchester Drive, within the city limits of 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. **Adopted**
- (o) **Ordinance No. 2019-3-8:** To amend Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing, and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to extend the existing parking restriction on certain sections of Springhurst Drive, within the city limits of 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. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

- (1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-025 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 110.5 acres of land located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-43-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract; 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: Silos Harvesting Partners, LP **Tabled to March 25, 2019**
- (2) Presentation and receive Public Comments on proposed revisions to the City of Plano's Drought and Emergency Response Plan, Water Management Plan, and Water Waste Ordinance. **Presented and received comments.**
- (3) First Reading of an Ordinance to amend Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC. **First Reading conducted.**

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.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: City Secretary

Department Head:

Agenda Coordinator:

CAPTION

Plano Housing Authority

Lily Bao

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

February 25, 2019
Approved

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	3/8/2019	Minutes
Regular Meeting Minutes	3/8/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 25, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison – arrived at 5:01 p.m.
Rick Smith

COUNCIL MEMBERS ABSENT

Angela Miner, Deputy Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, February 25, 2019, 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 and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:20 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Harrison arrived at the dais at 6:29 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Wayfinding Sign Presentation**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:45 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
February 25, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

COUNCIL MEMBERS ABSENT

Angela Miner, Deputy Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 25, 2019 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Rabbi Michael Kushnick with Congregation Anshai Torah led the invocation and Girl Scout Troop 6553 from Dooley, Hickey, and Memorial Elementary Schools led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: The City of Plano has been named a Total Worker Health Affiliate by the National Institute for Occupational Safety and Health.

Comments of Public Interest

No one appeared to speak.

Consent Agenda

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

Approval of Minutes

February 11, 2019

(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. 2018-0360-C for a five (5) year contract for an Enterprise Application Integration Platform for Technology Services to Dell Marketing LP in the estimated amount of \$480,267; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2019-0195-P for the initial term of \$1,245,000 or two (2) years, whichever occurs first, with two (2) City optional renewals, if necessary, for the Concrete Sidewalk Requirements Contract West - 2019, Project 7057, for Public Works to Ti-Zack Concrete, Inc. in the amount of \$1,245,000 for each term; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2019-0076-C for a one (1) year contract with two (2) one-year City optional renewals for Athletic Mowing Landscape Maintenance for Parks and Recreation Department to Lawn Star Landscape, in the estimated annual amount of \$78,089; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2019-0078-C for a one (1) year with four (4) one-year City Optional renewals for Public Grounds Mowing and Landscape Maintenance, Group 2, for Parks and Recreation Department to The Davey Tree Expert Company in the estimated annual amount of \$117,752; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

RFB No. 2019-0082-C for a one (1) year contract with three (3) one-year City optional renewals for Neighborhood Parks Litter Removal for Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of \$135,876; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

RFB No. 2018-0560-B for Pecan Hollow Erosion Control 2017, Project No. 6840, for the Parks and Recreation Department to HQS Construction, LLC in the amount of \$851,850; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

RFB No. 2019-0163-B for Dallas North Estates Paving and Drainage Improvements, Project No. 6900, for Engineering to McMahan Contracting, L.P. in the amount of \$1,111,449; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

RFB No. 2019-0204-B for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, for Engineering to Jim Bowman Construction Company, L.P. in the amount of \$5,029,248; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Purchase from an Existing Contract

To approve the purchase of e-Learning Software and Licenses for Human Resources for a two-year contract in the amount of \$88,400 from Skillsoft Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3899) (Consent Agenda Item “J”)

To approve the purchase of one (1) Ford Transit High Roof Extended Length Van in the amount of \$34,641 from Caldwell Country Ford, and one (1) CUES Multi-conductor TV Inspection System in the amount of \$195,060 from CLS Equipment, for Fleet Services to be utilized by Utility Operations for a total cost of \$229,701 through existing HGAC contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. VE11-18 and SC01-18) (Consent Agenda Item “K”)

To approve the purchase of six (6) 12-14 Yard Dump Trucks for Fleet Services to be utilized by Streets and Utility Operations in the amount of \$679,889 from Southwest International Trucks, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 081716-NVS) (Consent Agenda Item “L”)

To approve the purchase of 300 Vista XLT Body Worn Cameras with warranties and accessories for the Police Department in the amount of \$182,259 from WatchGuard, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4163) (Consent Agenda Item “M”)

To approve the purchase of one hundred fifty (150) Electronic Ticket Writers consisting of Zebra TC75X handheld computers, Zebra ZQ520 portable printers, software licenses, accessories, and four (4) annual license renewals for the Police Department in the amount of \$555,664 from Tyler Technologies through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 110515-TTI) (Consent Agenda Item “N”)

To approve the purchase of Engineering Furniture for the Traffic Management Center in the amount of \$121,555 from Texas Furniture Source, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R142208, TCPN Contract No. R142217) (Consent Agenda Item “O”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$436,189 by \$184,395, for a total contract amount of \$620,584, for the renewal of the lease for the office space from Granite Park NM/GP III, LP, successor in interest to Granite Park III, Ltd., for Economic Development for one (1) five-year term; and authorizing the City Manager to execute all necessary documents. (Contract No. 2006-223-C, Fifth Amendment) (Consent Agenda Item “P”)

Approval of Change Order

To approve an increase to the current awarded contract amount of \$1,123,400 by \$99,611, for a total contract amount of \$1,223,011, for the Concrete Sidewalk Requirements Contract - East, Project 6835, from Cidrax Texas, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0322-P; Change Order No. 3) (Consent Agenda Item “Q”)

To approve an increase to the current awarded contract amount of \$948,385 by \$104,301, for a total contract amount of \$1,052,686, for Alley Reconstruction – Mountain Pass, Buffalo Bend, Project No. 6660 from MHB Construction, Inc.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0085-B, Change Order No. 1) (Consent Agenda Item “R”)

Approval of Expenditure

To approve an expenditure in the amount of \$64,300 for unforeseen damages at Jack Carter Pool from Turner Construction for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “S”)

To approve an expenditure for materials testing services for 18th Street and Rigsbee Drive Reconstruction, Project No. 6651, in the amount of \$86,873 from TEAM Consultants, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “T”)

To approve an expenditure for traffic signalization engineering design services for West Plano Parkway at Westwood Drive, and McDermott Road at Robinson Road, Project No. 7103, in the amount of \$92,823 from Lee Engineering, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “U”)

To approve an expenditure for Shiloh Road Expansion - Park Boulevard to 14th Street, Project No. 7036, in the amount of \$527,400 from Kimley-Horn and Associates, Inc. for Engineering; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “V”)

Approval of Contract / Agreement

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Cognizant Technology Solutions U.S. Corp., a Delaware corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “W”)

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Maui Foods International, Inc., a Texas corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “X”)

To approve a Joint Election Agreement with the Plano Independent School District and Collin County Community College District for the purpose of conducting a joint election on May 4, 2019; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Y”)

To approve a contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District, and Bruce Sherbet, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 4, 2019 Joint General and Special Election and City Run-off Election, if necessary, in the amount of \$36,654; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "Z")

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Richardson, Texas for jail and detention services provided by the City of Plano to the City of Richardson, University of Texas at Dallas and Methodist Hospital Richardson; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "AA")

Adoption of Resolutions

Resolution No. 2019-2-7(R): To declare official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date. (Consent Agenda Item "AB")

END OF CONSENT AGENDA

Ordinance No. 2019-2-8: To provide certain Heritage Resources within the City ad valorem tax relief as allowed by the Heritage Tax Exemption Program Ordinance, providing a severability clause and an effective date. (Regular Item "1")

Gabe Whatley and Cecil Kirksey spoke in support of adding the property located at 1004 15th Street on the list of exemptions.

MOTION: Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Kelley, the Council voted 7-0, to provide certain Heritage Resources within the City ad valorem tax relief as allowed by the Heritage Tax Exemption Program Ordinance with the amended Exhibit A to include 85 properties; and to further adopt Ordinance No. 2019-2-8.

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-014 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 19.3 acres of land located at the northwest corner of the Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Commercial to Planned Development-25-Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Kreymer Investments, LTD. (Previously tabled at 01/14/19, 12/10/18, 11/26/18 and 11/12/18 Council meetings.) (Regular Item "2")

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-014 (cont'd.)

Director of Planning Day advised the applicant requested to permanently withdraw the request.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Smith, the Council voted 7-0, to accept the withdrawal of Zoning Case 2018-014.

Public Hearing and adoption of Ordinance No. 2019-2-9 as requested in Zoning Case 2018-031 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to expand Specific Use Permit No. 483 on 11.6 acres of land located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Sewell Automotive Group (Regular Item “3”)

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

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Ricciardelli, the Council voted 7-0, to expand Specific Use Permit No. 483 on 11.6 acres of land located on the west side of the Dallas North Tollway, 1,150 feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2018-031; and to further adopt Ordinance No. 2019-2-9.

Public Hearing and adoption of Ordinance No. 2019-2-10 as requested in Zoning Case 2018-033 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), Article 15 (Use-specific Regulations), and Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), and related sections of the Comprehensive Zoning Ordinance, Ordinance No. 2015-5-2, of the City, as heretofore amended, pertaining to Backyard Cottages; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Item “4”)

Mayor LaRosiliere opened the public hearing. Bob Barnett, Leslie Pickle, and Pam Hatcher spoke in support and Robert Miller spoke in opposition. Mayor LaRosiliere closed the public hearing. One individual expressed support but did not wish to speak.

Public Hearing and adoption of Ordinance No. 2019-2-10 (Cont'd.)

MOTION: Upon a motion made by Council Member Smith and seconded by Council Member Ricciardelli, the Council voted 6-1, with Council Member Harrison in opposition, 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), Article 15 (Use-specific Regulations), and Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading), and related sections of the Comprehensive Zoning Ordinance, Ordinance No. 2015-5-2, of the City, as heretofore amended, pertaining to Backyard Cottages; as requested in Zoning Case 2018-033; and to further adopt Ordinance No. 2019-2-10.

With no further discussion, the Regular City Council Meeting adjourned at 8:13 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2019-0100-B for the Fire Station 10 Generator Replacement to Acumen Enterprises, Inc. in the amount of \$125,900; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	25,075	195,325	0	220,400
Encumbered/Expended Amount	-25,075	-63,203	0	-88,278
This Item	0	-125,900	0	-125,900
Balance	0	6,222	0	6,222

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget. Replacement of the emergency generator at Fire Station 10, in the amount of \$125,900, will leave an available balance of \$6,222 available for future project expenditures at this or other city facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/7/2019	Memo
Bid Recap	3/7/2019	Bid Recap

Date: February 13, 2019

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Fire Station 10 – Generator Replacement – Bid #2019-0100-B

I have reviewed the bids submitted to replace and upgrade the emergency generator at Fire Station 10. I recommend award to the lowest responsive responsible bid submitted by Acumen Enterprises, Inc. in the amount of \$125,900.

Additional bids were submitted by Prater Electric, LLC for \$139,600 and Groves Electrical Service, Inc. for \$184,910. One additional bid was deemed non-responsive due to not performing a required site visit.

The existing generator is 20 years old and at the end of its life expectancy and is in need of upgrading to a larger size in order to operate the required loads to support the equipment at the fire station in the event of a power failure.

The funding for the project is in Capital Maintenance Fund 54481.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Richard Sievert
Matt Yager
Earl Whitaker
Michael Parrish
Matthew Higginbotham
Danny Burks

CITY OF PLANO

RFB No. 2019-0100-B

Fire Station 10 Generator Replacement

Bid Recap

Bid Opening Date/Time: January 22, 2019, at 2:00 PM

Number of Vendors Notified: 5,293

Vendors Submitting “No Bids”: 0

Number of Bids Non-Responsive: 1

Number of Bids Submitted: 3

VENDOR NAME

Acumen Enterprises, Inc.

Prater Electric LLC

Groves Electrical Service, Inc.

TOTAL BID

\$125,900.00

\$139,600.00

\$184,910.00

RECOMMENDED VENDOR

Acumen Enterprises, Inc.

TOTAL BID

\$125,900.00

Michael Parrish

Michael Parrish, Senior Buyer

March 1, 2019

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2019-0172-B for the Plano Municipal Center Roof Overlay to Hanalex Roofing & Construction, LLC; in the amount of \$309,224; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,648,098	2,665,944	75,000	4,389,042
Encumbered/Expended Amount	-1,648,098	-668,444	0	-2,316,542
This Item	0	-309,224	0	-309,224
Balance	0	1,688,276	75,000	1,763,276

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund Budget. Installation of a roof overlay at Municipal Center, in the amount of \$309,224, will leave a current year balance of \$1,688,276 available for future projects at Municipal Center or other city facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/7/2019	Memo
Bid Recap	3/13/2019	Bid Recap

Date: February 11, 2019

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Municipal Center Roof Overlay – Bid #2019-0172-B

I have reviewed the bids submitted to install a roof overlay to the roof of the Municipal Center. I recommend award to the lowest responsive responsible bid submitted from Hanalex Roofing & Construction, LLC for \$309,224. There were ten additional bids submitted from Globus Management Group, LLC for \$341,221, Monroe Roofing, Inc. for \$343,740, Longhorn Commercial Roofing, LLC for \$383,917, RL Murphey Commercial Roof Systems, LLC for \$387,263, Trumble Construction, Inc. for \$396,455, Castro Roofing of Texas, LLC for \$398,000, Betty Foster Roofing, LLC for \$399,749, Lessman Roofing and Sheet Metal, LLC for \$419,910, Progressive Roofing for \$486,263, and L Wallace Construction Co., LLC for \$521,258. One bid was withdrawn due to an error.

This roof overlay is required to repair the hail and wind damage identified in the insurance claim for the City in the spring of 2017.

The funding for the project is in the Capital Maintenance Fund account #54424.

Please let me know if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Todd Luxem
Earl Whitaker
Michael Parrish

CITY OF PLANO

RFB No. 2019-0172-B

Plano Municipal Center Roof Overlay

Bid Recap

Bid Opening Date/Time: January 25, 2019, at 3:00 PM

Number of Vendors Notified: 2,496

Vendors Submitting “No Bids”: 1

Number of Bids Withdrawn: 1

Number of Bids Submitted: 11

<u>VENDOR NAME</u>	<u>TOTAL BID</u>
Hanalex Roofing & Construction, LLC	\$309,224.00
Globus Management Group, LLC	\$341,221.00
Monroe Roofing, Inc.	\$343,740.00
Longhorn Commercial Roofing, LLC	\$383,917.00
RL Murphey Commercial Roof Systems, LLC	\$387,263.00
Trumble Construction, Inc.	\$396,455.00
Castro Roofing of Texas, LLC	\$398,000.00
Betty Foster Roofing LLC	\$399,749.00
Lessman Roofing and Sheet Metal, LLC	\$419,910.00
Progressive Roofing	\$486,263.00
L Wallace Construction Co., Inc.	\$521,258.00

<u>RECOMMENDED VENDOR</u>	<u>TOTAL BID</u>
Hanalex Roofing & Construction, LLC	\$309,224.00

Michael Parrish

Michael Parrish, Senior Buyer

March 1, 2019

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of twenty-nine (29) Dell Latitude 7212 Rugged Tablets including Keyboard Covers with Kickstands for the Technology Services Department, to be utilized by Fleet Services, in the amount of \$61,205 from Dell Marketing, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3763) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,102,109	0	3,102,109
Encumbered/Expended Amount	0	-29,440	0	-29,440
This Item	0	-61,205	0	-61,205
Balance	0	3,011,464	0	3,011,464

FUND(S): Equipment Maintenance Fund and Technology Services Replacement Fund

COMMENTS: Fleet Services is requesting to purchase twenty-nine (29) Dell ruggedized tablets for \$61,205. Partial funding is available in the Equipment Maintenance Fund in the amount of \$36,294 and partial funding in the amount of \$24,911 is available in the Technology Services Replacement Fund. The remaining balance of \$3,011,464 in the Technology Services Replacement Fund can be used for other PC, laptop, and tablet replacements in the 2018-19 Budget.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of

the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Texas Department of Information Resources Contract No. DIR-TSO-3763 / City of Plano Internal Contract No. 2019-0232-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/6/2019	Memo
Cooperative Quote Recap	3/6/2019	Cooperative Quote Recap



Memorandum

Date: Tuesday, February 19, 2019
To: Diane Palmer-Boeck, Director of Procurement and Project Management
From: Chris Chiancone, Chief Information Officer
Subject: Award Recommendation of Dell Latitude 7212 Rugged Tablets for Fleet Services

The City of Plano is currently modernizing its technology presence to accommodate future City needs and support growth. Fleet Services is migrating to the FASTER Web Asset Management solution. To support this new technology, Technology Services will need to purchase twenty-nine (29) Dell ruggedized tablets, with integrated LTE service, which will be deployed to Fleet Services staff to allow for the use of the new solution.

With the implementation of the FASTER Web Asset Management system in FY2017-18 and the installation of a wireless network in the Fleet Services facility as part of the City of Plano's wireless LAN project, these tablets will provide technicians immediate access to their fleet management system, thereby increasing efficiency and minimizing data input errors. These computers will also allow Fleet Services to move to a paperless environment as technicians could access work orders from anywhere on tablets instead of receiving printed work orders from their service desk. An additional layer of transparency will also be added as departments will be able to view real-time vehicle status as technicians immediately update information about their vehicles in the system. Twenty-nine (29) tablets will provide one device for each technician and one (1) spare, with two (2) tablets requested as part of decision package 748 - Two (2) Automotive Technician Positions.

In collaboration with Fleet Services, Technology Services recommends the acquisition of Dell Latitude 7212 rugged tablets. After evaluating use case scenarios and environmental conditions, it is determined that rugged tablets would provide a more durable long-term solution over non-rugged tablets.

It is the recommendation of the City of Plano Technology Services Department to award this to Dell Marketing, L.P. in the amount of \$61,204.50 to utilize the FASTER Web Asset Management more effectively. The Purchasing Division requested quotes from multiple distributors and Dell Marketing, L.P. provided a quote based on Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3763 for twenty-nine (29) Dell Latitude 7212 Rugged Tablets including Keyboard Covers with Kickstands.

Should these devices not be awarded, technicians will have to continue working at a limited number of shared terminals and would be required to pick up printed work orders daily and enter information back into the system at shifts end.

**CITY OF PLANO
SOLICITATION NO. 2019-0232-O
RUGGED TABLETS FOR FLEET SERVICES
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 4

Number of Responsive Quotes Received: 1

Twenty-nine (29) Dell Latitude 7212 Rugged Tablets
including Keyboard Covers with Kickstands
from Dell Marketing, L.P. via DIR Contract No. DIR-TSO-3763 \$61,204.50

Recommended Vendor:

Dell Marketing, L.P. \$61,204.50

Lincoln Thompson

Lincoln Thompson
Senior Buyer

February 20, 2019

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of four (4) Chevrolet Malibu Sedans in the amount of \$71,676 from Reliable Chevrolet and three (3) Toyota Camry Sedans in the amount of \$73,397 from Silsbee Toyota for Fleet Services, to be utilized by the Police Department, for a total cost of \$145,073 through existing contracts; and authorizing the City Manager to execute all necessary documents. (Tarrant County Contract No. 2018-193 and BuyBoard Contract No. 521-16) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	176,400	0	176,400
Encumbered/Expended Amount	0	0	0	0
This Item	0	-145,073	0	-145,073
Balance	0	31,327	0	31,327

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted Budget to purchase four (4) Chevrolet Malibu Sedans and three (3) Toyota Camry Sedans for the scheduled replacements of units #05267, #07261, #07262, #08264 Police, Auto, Intermediate and units #09264, #09265, #09266 Police, Auto, Compact in Cost Center #532 / Police. The remaining balance will be used for other Equipment Replacement Fund capital purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Tarrant County Contract No. 2018-193 / BuyBoard Contract No. 521-16 / City of Plano Internal Contract No. 2019-0220-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/11/2019	Memo
Cooperative Quote Recap	3/1/2019	Cooperative Quote Recap

Date: February 28, 2019

To: Bruce D. Glasscock, City Manager

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

Subject: Sedans with Secured Trunks Purchase Recommendation

It is the recommendation of Fleet Services to purchase four (4) Chevrolet Malibu Sedans in the amount of \$71,675.96 from Reliable Chevrolet through Tarrant County Contract No. 2018-193 and three (3) Toyota Camry Sedans in the amount of \$73,396.75 from Silsbee Toyota through BuyBoard Contract No. 521-16. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are for scheduled replacements of units 05267, 07261, 07262, 08264 Police, Auto, Intermediate and 09264, 09265, 09266 Police, Auto, Compact in Cost Center 532 Police. Due to operational demands, it is necessary to purchase at this time.

The purchase of Police Sedans is necessary for the following reasons:

1. The Sedans are used for the operational capabilities necessary in the Criminal Investigative Services Division. They will also be used to assist with SWAT operations including:
 - a. Weight for blocking/pinning
 - b. Storage space for SWAT gear
 - c. Ease of entry/exit during operations and tactical takedowns
 - d. Diversity of color and make/model for surveillance operations
2. These units are replacing units that have surpassed their useful life. Units are analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced we will incur additional maintenance cost and the salvage value will be greatly depreciated. In addition, the Police Department will be limited in their ability to perform their duties due to the additional down time of the older vehicles.

**CITY OF PLANO
SOLICITATION NO. 2019-0220-O
SEDANS WITH SECURED TRUNKS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: Seven (7) for Chevrolet Malibu Sedans and Three (3) for Toyota Camry Sedans

Number of Responsive Quotes Received: Three (3) for Chevrolet Malibu Sedans and Two (2) for Toyota Camry Sedans

Reliable Chevrolet – Four (4) Chevrolet Malibu Sedans
via Tarrant County Contract No. 2018-193 \$ 71,675.96

Caldwell Country Chevrolet – Four (4) Chevrolet Malibu Sedans
via Tarrant County Contract No. 2018-193 \$ 75,544.00

National Auto Fleet Group – Four (4) Chevrolet Malibu Sedans
via Sourcewell (FKA NJPA) Contract No. 120716-NAF \$ 85,054.08

Silsbee Toyota – Three (3) Toyota Camry Sedans
via BuyBoard Contract No. 521-16 \$ 73,396.75

National Auto Fleet Group – Three (3) Toyota Camry Sedans
via Sourcewell (FKA NJPA) Contract No. 120716-NAF \$ 75,577.32

Recommended Vendors:

Reliable Chevrolet \$ 71,675.96

Silsbee Toyota \$ 73,396.75

Total Cost of Seven (7) Sedans with Secured Trunks \$145,072.71

Lincoln Thompson

Lincoln Thompson
Senior Buyer

February 13, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

To approve an increase to the current awarded contract amount of \$2,329,031 by \$427,150, for a total contract amount of \$2,756,181, for the Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue, Project 6873, from FNH Construction, LLC for Public Works; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0622-B; Change Order No. 3) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		405,029	7,533,671	0	7,938,700
Encumbered/Expended Amount		-405,029	-662,320	0	-1,067,349
This Item		0	-427,150	0	-427,150
BALANCE		0	6,444,201	0	6,444,201

FUND(S): Capital Maintenance Fund

COMMENTS: Funding is available for this item in the 2018-19 Capital Maintenance Fund budget. This third change order on the Arterial Pavement Repair Legacy Drive project, in the amount of \$427,150, will leave a current year balance of \$6,444,201 available for future expenditures related to arterial street and sidewalk repairs.

SUMMARY OF ITEM

This change order is to allow for the repair of additional quantities of concrete pavement, that have been identified in the field since the original inventory was done in the fall of 2016. This change order will also allow for the repair of additional barrier free ramps that have been identified in the field as not meeting ADA standards.

Public Works recommends the approval of Change Order No. 3 to FNH Construction, LLC. The total contract amount will be \$2,756,180.75, which is a 19% increase of the original contract amount of \$2,313,700.00. This change order will add an additional 28 working days to this contract, which is an increase of 20% over the original contract amount of 160 working days.

If this change order is not approved by Council, the additional pavement quantities will not be repaired and the barrier free ramps will remain below ADA Standards; both posing a potential safety issue.

Strategic Plan Goal:

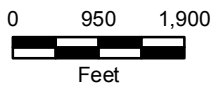
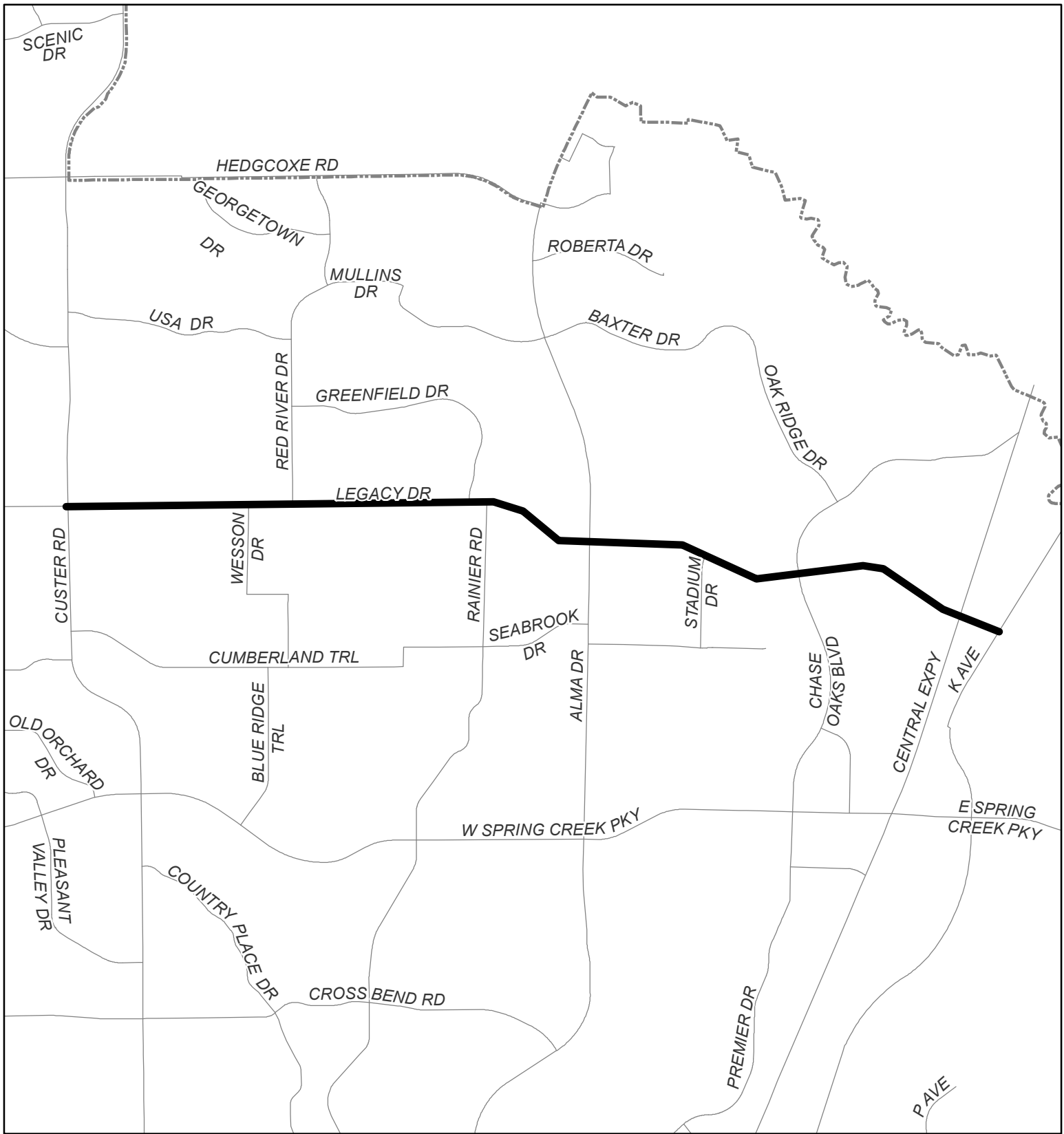
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	2/19/2019	Map

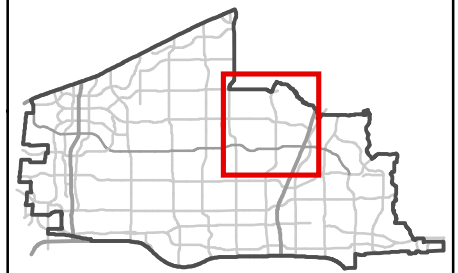


Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue

Project No.6873



Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and the North Texas Municipal Water District (NTMWD) for property transactions; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, Revenue

FISCAL YEAR: 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	1,566,286	0	1,566,286
Balance	0	1,566,286	0	1,566,286

FUND(S): General Fund, Water & Sewer Fund

COMMENTS: This item enters the City of Plano into an agreement with the North Texas Municipal Water District (NTMWD) to purchase and sell multiple properties. The City of Plano will sell one property for \$1,936,286 to NTMWD, transfer another property at no cost to NTMWD and purchase a third property for \$370,000 from NTMWD. As a result of these transactions, the city will obtain net revenue of \$1,566,286 to the General Fund. As an additional consideration, NTMWD will assume responsibility for maintaining landscaping at two City of Plano lift stations, resulting in maintenance savings to the Water & Sewer Fund that are currently indeterminable.

SUMMARY OF ITEM

See Memo of Recommendation

Strategic Plan Goal:

Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/8/2019	Memo
ILA	3/8/2019	Agreement
Exhibit A	3/8/2019	Exhibit
Exhibit B	3/8/2019	Exhibit
Exhibit C	3/8/2019	Exhibit
Exhibit D	3/8/2019	Exhibit
Exhibit E	3/8/2019	Exhibit

Date: March 19, 2019

To: Bruce D. Glasscock, City Manager

From: B. Caleb Thornhill, P.E., Director of Engineering

Subject: Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano - Property Transactions

Staff recommends the approval of an Interlocal Agreement (ILA) between the North Texas Municipal Water District (NTMWD) and the City of Plano, Texas, for the property transactions as shown below:

1. NTMWD agrees to purchase 16.164 acres from Plano adjacent to the Rowlett Creek Wastewater Treatment Plant (WWTP).
2. NTMWD agrees to purchase 10.75 acres from Plano property, currently encumbered by Rowlett Creek WWTP.
3. NTMWD agrees to provide landscape screening for Preston Road Lift Station and Upper Rowlett Lift Station.
4. City of Plano agrees to purchase 2.35 acres from NTMWD, currently encumbered by decommissioned NTMWD ground storage tank (Plano Treated Water Delivery Point #1).

If this agreement is not approved, the land transactions will not occur and Plano will maintain ownership of the land encumbered by the Rowlett Creek WWTP.

Additional details can be found in the ILA.

INTERLOCAL AGREEMENT BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF PLANO FOR THE CONVEYANCES OF REAL PROPERTY

THIS INTERLOCAL AGREEMENT FOR THE CONVEYANCES OF REAL PROPERTY (“Agreement”), dated as of the _____ day of _____, 2019 (“Effective Date”), is made and entered by and between the NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD”), a political subdivision of the State of Texas, and the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas, (“PLANO”). NTMWD and PLANO are collectively referred to herein as “Parties.”

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the “Act”); and

WHEREAS, under the Act property may be sold, assigned, and transferred at market value, or for no consideration; and

WHEREAS, PLANO owns 16.164 acres adjacent to the Rowlett Creek Wastewater Treatment Plant (the “Los Rios Property”); and

WHEREAS, NTMWD desires to purchase the Los Rios Property for two projects supporting the Regional Wastewater System and the Upper East Fork Interceptor System; and

WHEREAS, PLANO desires to sell, transfer, and convey the Los Rios Property to NTMWD for \$2.75 per square foot, for a total of \$1,936,286.00; and

WHEREAS, PLANO owns 10.75 acres of land which contains the Rowlett Creek Regional Wastewater Treatment Plant (the “WWTP Property”); and

WHEREAS, in 1975 PLANO sold the Rowlett Creek Regional Wastewater Treatment Plant to NTMWD but retained ownership of the land; and

WHEREAS, the 10.75 acres of land has little to no value because the land cannot be used for any purpose other than wastewater treatment; and

WHEREAS, NTMWD desires to purchase and PLANO desires to transfer the WWTP Property to NTMWD at no cost under the condition that the land reverts to PLANO if NTMWD no longer uses the land for wastewater treatment; and

WHEREAS, NTMWD owns a 2.35-acre parcel known as the Plano Treated Water Delivery Point No. 1 which contains a ground storage tank and associated piping which helped provide Plano with treated water prior to its decommissioning in 2017 (the “Decommissioned Property”); and

WHEREAS, PLANO desires to purchase the Decommissioned Property for \$370,000.00, which is the difference between the appraised value of \$720,000 and the estimated \$350,000 cost for the removal of all existing tanks and other facilities within the site; and

WHEREAS, NTMWD desires to sell, transfer, and convey the Decommissioned Property to PLANO.

NOW THEREFORE, for and in consideration of the above premises, the Parties hereby enter into this Agreement as follows:

The Los Rios Property

- (1) PLANO hereby agrees to sell, assign, and transfer all its right, title and interest in the Los Rios Property described in **Exhibit “A”**, attached hereto and incorporated herewith for all purposes.
- (2) NTMWD shall pay PLANO \$1,936,286.00 for the Los Rios Property.
- (3) NTMWD shall install and maintain an irrigated landscape screen along the entire western and southern property, with the exception of the area in front of the proposed operations building, adjacent to Los Rios Boulevard and 14th Street. Evergreen shrubs shall be used as a landscape screen and placed so as to create at least a 6-foot tall screen within two years of the installation of the shrubs. NTMWD shall irrigate the landscaping with an automatic sprinkler system. NTMWD shall maintain the landscaping in a healthy, growing condition.
- (4) If NTMWD ceases to use the Los Rios Property for the purpose of conveying and supporting the treatment of wastewater, then PLANO has the right of first refusal to purchase the Los Rios Property from NTMWD at market value.
- (5) PLANO shall convey the Los Rios Property to NTMWD by Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit “C”**.

The WWTP Property

- (1) PLANO hereby agrees to sell, assign, and transfer all its right, title and interest in the WWTP Property described in **Exhibit “A”**, attached hereto and incorporated herewith for all purposes.
- (2) NTMWD shall pay PLANO \$0.00 for the WWTP Property.
- (3) If NTMWD ceases to use the WWTP Property for wastewater treatment purposes, then the property will automatically revert to PLANO at no cost.
- (4) PLANO shall convey the WWTP Property to NTMWD by Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit “D”**.

The Decommissioned Property

- (1) NTMWD hereby agrees to sell, assign, and transfer all its right, title and interest in the Decommissioned Property described in **Exhibit “B”**, attached hereto and incorporated herewith for all purposes.

- (2) PLANO shall pay NTMWD \$370,000.00 for the Decommissioned Property.
- (3) NTMWD shall convey the Decommissioned Property to PLANO by a Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit “E”**.

Closing

- (1) The Parties agree to close the sale/purchase of the Los Rios Property, the WWTP Property, and the Decommissioned Property on dates and at locations to be mutually agreed upon by the Parties in the future, but no later than December 31, 2019.
- (2) PLANO shall purchase the Decommissioned Property with funds from current revenues available to PLANO.
- (3) NTMWD shall purchase the Los Rios Property and the WWTP Property with funds from current revenues available to NTMWD.
- (4) The Parties agree to pay the reasonable closing costs of a seller and buyer typically associated with the sale/purchase of real property in Texas. NTMWD agrees to purchase Owners Title Insurance at closing for the Decommissioned Property. PLANO agrees to purchase Owners Title Insurance at closing for the Los Rios Property. No Party agrees to pay a real estate broker fee or commission related to the conveyance of the properties.

Preston Road Lift Station

- (1) As additional consideration for the conveyances to be made by PLANO to NTMWD herein, NTMWD shall install and maintain an irrigated landscape screen along the entire northern, eastern, and southern (visible from street) property boundaries adjacent to Ohio Drive in Plano, Texas. Evergreen shrubs shall be used as a landscape screen and placed so as to create at least a 6-foot tall screen within two years of the installation of the shrubs. NTMWD shall irrigate the landscaping with an automatic sprinkler system. NTMWD shall maintain the landscaping in a healthy, growing condition.

Upper Rowlett Creek Lift Station

- (1) As additional consideration for the conveyances to be made by PLANO to NTMWD herein, NTMWD shall install and maintain an irrigated landscape screen along the entire northern, eastern, and western (visible from street) property boundaries adjacent to Chaparral Road in Plano, Texas. Evergreen shrubs shall be used as a landscape screen and placed so as to create at least a 6-foot tall screen within two years of the installation of the shrubs. NTMWD shall irrigate the landscaping with an automatic sprinkler system. NTMWD shall maintain the landscaping in a healthy, growing condition.

Miscellaneous Provisions

(1) **WRITTEN AGREEMENTS.** Any agreement, notice, correspondence, information and/or other documentation required and/or referred to in this Agreement shall be in writing and executed by the Parties. No agreement required and/or referred to in this Agreement may be amended and/or modified except on written consent of the Parties thereto.

(2) **NO WAIVER.** Waiver by either Party of any breach of this Agreement affecting such Party, or the failure of either Party to enforce any of the provisions of this Agreement, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

(3) **GOVERNMENTAL FUNCTIONS.** The Parties acknowledge and agree that the performance by NTMWD and PLANO of their respective obligations under this Agreement constitute governmental functions.

(4) **DEFAULT AND REMEDIES.** No Party shall be in default under this Agreement until written notice of the default has been given to the defaulting Party (which notice shall describe in reasonable detail the nature of the default) and the defaulting Party has been given fifteen (15) business days to cure said default. If a Party is in default under this Agreement, the non-defaulting Party may, at its option, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Neither Party shall have the right to terminate this Agreement as a remedy for default or to suspend or be relieved of the Party's continuous performance of its obligations hereunder. Notwithstanding the foregoing, each Party agreed that if any threatened or actual breach of this Agreement arises, which reasonably constitutes immediate, irreparable harm to the other Party for which monetary damages is an inadequate remedy, equitable remedies may be sought by the non-defaulting Party, without providing the notice stated above, and awarded in a court of competent jurisdiction without requiring the non-defaulting Party to post a bond.

(5) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the Parties.

(6) **APPLICABLE LAW.** This Agreement shall be construed in accordance with Texas law without regard to its conflict of law provisions.

(7) **VENUE.** Venue for any action arising hereunder shall be in a state district court in Collin County, Texas.

(8) **NOTICES.** Any notice or other communication required by this Agreement to be given, provided, or delivered shall be in writing addressed as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, Return Receipt Requested, five (5) business days after deposited with the U.S. Postal Service; (b) if by private delivery service (e.g. FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed

by any person at the notice address; or (c) if by any other means, including FAX or E-mail), when actually received by the Party at the notice address.

To NTMWD: Thomas W. Kula
Executive Director
North Texas Municipal Water District
505 E. Brown Street
P.O. Box 2408
Wylie, Texas 75078
Telephone: (972) 442-5405
Facsimile: (972) 295-6440
tkula@NTMWD.com

With a copy to: Lewis Isaacks
SAUNDERS, WALSH & BEARD
Craig Ranch Professional Plaza
6850 TPC Drive, Suite 210 McKinney, Texas 75070
Telephone: (214) 919-3555
Facsimile: (214) 615-9019
Lewis@saunderswalsh.com

To PLANO: B. Caleb Thornhill, P.E.
Director of Engineering
1520 K Avenue, Suite 250
Plano, Texas 75074
Telephone: (972) 941-7152
Calebt@plano.gov

Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) business day's written notice to the other Party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Sunday, Saturday, or legal holiday.

(9) RECITALS. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be given full effect. The Parties have relied, to their material detriment, upon the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

(10) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. A facsimile signature will also be deemed to constitute an original if properly executed.

(11) **AUTHORITY FOR EXECUTION.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his/her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement, and that each individual affixing his/her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

(12) **GOVERNMENTAL IMMUNITY.** The Parties agree that they have not waived their respective governmental immunity by entering into and performing their respective obligations under this Agreement.

(13) **ASSIGNMENT.** This Agreement is not assignable.

(14) **EXECUTION/CONSIDERATION.** This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

(15) **HEADINGS.** The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

(16) **ADDITIONAL REPRESENTATIONS.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its legal counsel.

(17) **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

(19) **WARRANTIES/REPRESENTATIONS.** All warranties, representations and covenants made by one Party in this Agreement or in any certificate or other instrument delivered by one Party to the other under this Agreement shall be considered to have been relied upon by the other Party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made.

(20) **FURTHER ASSURANCES.** Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate

to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated herein.

(21) MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

[signatures follow]

NORTH TEXAS MUNICIPAL WATER DISTRICT,
a Texas political subdivision

By: _____
Thomas W. Kula, Executive Director

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared THOMAS W. KULA, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

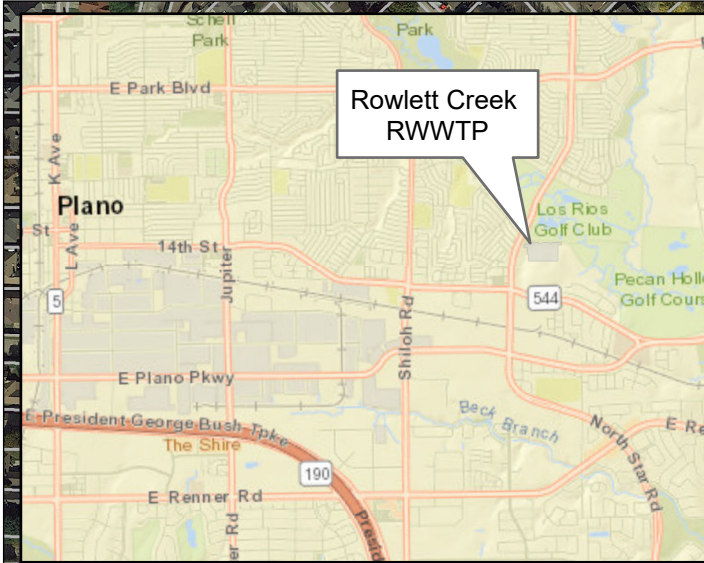
Date: _____

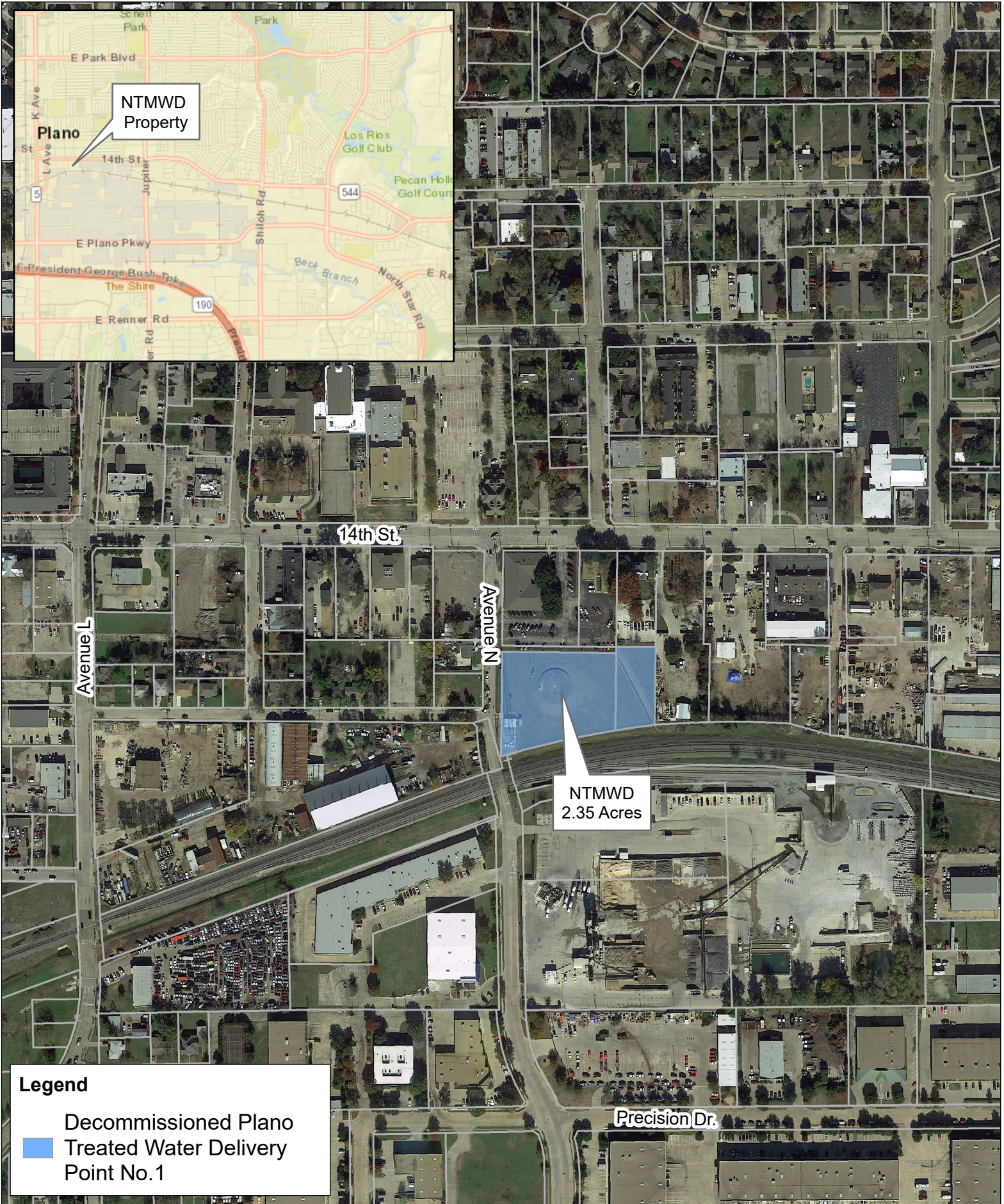
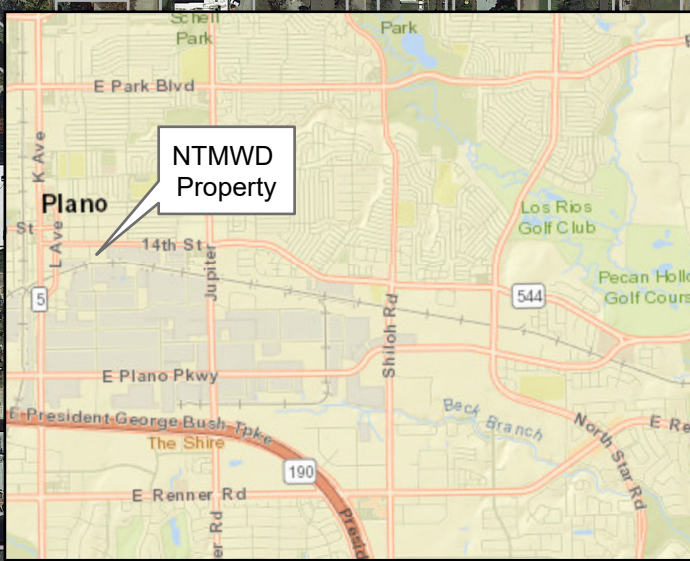
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared BRUCE D. GLASSCOCK; he acknowledged to me that he is the duly authorized representative of and for the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas





Legend

- Decommissioned Plano
- Treated Water Delivery Point No.1



has established an asking or listing price for the Property, Grantee shall first notify Grantor in writing of Grantee's intent to sell and shall then offer the Property for sale to Grantor at this price. Grantor shall have 30 days from receipt of such notice to consider this offer, and if Grantor accepts, Grantor shall have 45 days to close. Consideration may be cash or third-party financing or, if agreed between Grantee and Grantor, by assumption, wraparound, or owner finance. (2) If Grantor shall decline or fail to purchase the Property at the listing or asking price, Grantee shall be free to offer the Property for sale to others. However, if a bona fide offer is received from a third-party prospective buyer, then Grantee shall again notify Grantor in writing and offer the Property to Grantor at the price and upon the same or better terms as named by the prospective buyer. Grantor shall have 30 days from receipt of such notice to consider this offer, and if Grantor accepts, Grantor shall have 45 days to close. Grantor may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise Grantor's right of first refusal.

EXECUTED this date: _____, 2019.

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by BRUCE D. GLASSCOCK, CITY MANAGER of the CITY OF PLANO, a home-rule municipal corporation in the State of Texas, on behalf of said CITY OF PLANO.

Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

EXHIBIT B

Exceptions to Warranty of Title

EXECUTED this date: _____, 2019.

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by BRUCE D. GLASSCOCK, CITY MANAGER of the CITY OF PLANO, a home-rule municipal corporation in the State of Texas, on behalf of said CITY OF PLANO.

Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

EXHIBIT B

Exceptions to Warranty of Title

EXECUTED this date: _____, 2019.

NORTH TEXAS MUNICIPAL WATER DISTRICT,
a political subdivision of the State of Texas

By: _____
Thomas W. Kula, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2019, by THOMAS W. KULA, Executive Director of the NORTH TEXAS MUNICIPAL WATER DISTRICT, a political subdivision of the State of Texas, on behalf of said NORTH TEXAS MUNICIPAL WATER DISTRICT.

Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

EXHIBIT B

Exceptions to Warranty of Title



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator: Peter Braster

CAPTION

Resolution No. 2019-3-1(R): To approve the repeal of the original bylaws of Tax Increment Financing Reinvestment Zone Number Two and approve the adoption of bylaws of the Board of Directors for Tax Increment Financing Reinvestment Zone Number Two and Number Three; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

On February 11, 2019, the City Council appointed the City's TIF II representatives to the TIF III Board of Directors. On March 7, 2019, each board met and approved a revised set of bylaws. The new bylaws jointly cover both boards. The proposed changes clarify operations of the board of directors and how the two boards interact.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/13/2019	Resolution
Exhibit A	3/8/2019	Exhibit

A Resolution of the City Council of the City of Plano, Texas, approving the repeal of the original bylaws of Tax Increment Financing Reinvestment Zone Number Two and approving the adoption of bylaws of the Board of Directors for Tax Increment Financing Reinvestment Zone Number Two and Number Three; and providing an effective date.

WHEREAS, the City Council approved the original bylaws of the Tax Increment Financing Reinvestment Zone Number Two on August 9, 1999 by Res. No. 99-8-17(R); and

WHEREAS, the City Council has been presented new bylaws of Tax Increment Financing Reinvestment Zones Number Two and Three, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Bylaws"); and

WHEREAS, the Board of Directors of Tax Increment Financing Reinvestment Zone Number Two, adopted the Bylaws on March 7, 2019; and

WHEREAS, the Board of Directors of Tax Increment Financing Reinvestment Zone Number Three, adopted the Bylaws on March 7, 2019; and

WHEREAS, the City Council is of the opinion that it is advisable that Resolution No. 99-8-17(R) be repealed; and

WHEREAS, upon full review and consideration of the Bylaws, and all matters attendant and related thereto, the City Council is of the opinion that the Bylaws are advisable, in appropriate form, in the best interests of the City of Plano and its citizens, and should be adopted and approved.

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

Section I. Resolution No. 99-8-17(R) is hereby repealed.

Section II. The Bylaws are found to be advisable, in appropriate form, in the best interests of the City of Plano and its citizens, and are hereby in all things adopted and approved.

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

DULY PASSED AND APPROVED this this 19th day of March, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

BYLAWS OF TAX INCREMENT
REINVESTMENT ZONE NUMBERS
TWO AND THREE

CITY OF PLANO, TEXAS

ARTICLE I
POWERS AND PURPOSES

Section 1. Financing Development or Redevelopment in the Zone. In order to implement the purposes for which Plano Reinvestment Zones Numbers Two and Three, City of Plano, Texas (the "Zones") were formed, as set forth in the Ordinances creating the Zones, the City of Plano, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for each Zone as defined in the Texas Tax Increment Financing Act of the Texas Tax Code, Chapter 311, Vernon's Texas Codes Annotated, (the "Act").

Section 2. Books and Records; Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his or her agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zones and annually review any financial statements of the Zones.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office. The property and affairs of the Zones shall be managed and controlled by the City Council ("Council") based on the recommendations of the Board of Directors of the Zones ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the Ordinance creating the Zones, and these Bylaws. It is the intention of City Council that the Board of Directors shall exercise only those powers, which are both granted to the Board pursuant to the Act and delegated to the Board by the Council. The Council hereby delegates to the Board the power to prepare and implement project plans, including entering into contracts for purchases, sales, grants, other financial arrangements valued at an amount of \$50,000 or less, except that the Council must approve all real estate transactions.

The Board of Directors for Zone II shall represent both Zone II and Zone III effective February 11, 2019. If a conflict arises that prohibits the Board of Directors from representing both Zone II and Zone III, the Board shall continue to represent Zone II and a new Board shall be appointed by the Council for Zone III. The Board shall consist of members as required by law.

The Board of Directors terms shall end October 31, 2019 or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the taxing units and shall serve for two (2) year terms beginning on the date of their appointment, or until their successor is appointed by the respective governing bodies.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit (i.e. City, County, PISD, District, Junior College District) which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors may hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of the Texas Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended.

Section 4. Special Meetings. Special Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council.

Section 5. Quorum. A majority of the appointed directors shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zones. The act of a majority of the directors present and eligible to vote, at a meeting in which a quorum is in attendance, shall constitute an act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purpose of the Zones shall be considered in such order as from time to time the Chair of the Board of Directors may determine.

At all meetings of the Board of Directors, the Chair shall preside, and in the absence of the chair, the vice chair shall exercise the power of the chair.

The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Minority Business Enterprise and Women Business Enterprises. In the conduct of all of its business, the Board of Directors shall use its best efforts to secure the advancement of all City of Plano policies concerning Minority Business Enterprises and Women Business Enterprises.

Section 8. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III OFFICERS

Section 1. Titles and Term of Office. The officers of the Zone shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chair. One person may hold more than one office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair, shall not exceed two years.

All officers, other than the chair, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors or a vote of a majority of the City Council.

A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he or she shall be in general charge of the properties and affairs of the Zones and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him or her by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he or she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he or she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

Section 5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City as directed by the City Council, and the City shall be reimbursed for the costs for such services performed in connection with the Zones. Staff may enter into contracts for purchases, sales, grants, other financial arrangements valued at an amount of \$50,000 or less that are consistent with project plans, except that the Council must approve all real estate transactions.

ARTICLE IV
PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors, and
- (2) the approval of these Bylaws by the City Council.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a request that the City Council approve such amendment to the Bylaws, specifying the amendment or amendments proposed to be made. If the City Council by resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

The Bylaws may also be amended at any time by the City Council at its sole discretion by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V
GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his or her post office address, as it appears on the books of the Zones, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if not time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Legal

Department Head: Paige Mims

Agenda Coordinator: Edie Zygan

CAPTION

Resolution No. 2019-3-2(R): To repeal and replace Resolution No. 2016-1-17(R) to require Standing Advisory Boards, Commissions and Committees of the City of Plano, but not Ad Hoc Advisory Boards, Commissions and Committees, to comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Resolution repealing and replacing Resolution No. 2016-1-17(R)	3/6/2019	Resolution

A Resolution of the City of Plano, Texas, repealing and replacing Resolution No. 2016-1-17(R) to require Standing Advisory Boards, Commissions and Committees of the City of Plano, but not Ad Hoc Advisory Boards, Commissions and Committees, to comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; and providing an effective date.

WHEREAS, on January 25, 2016, the City Council adopted Resolution No. 2016-1-17(R), which repealed Resolution No. 2002-12-1(R), which amended Resolution No. 96-9-33(R) adopted by the City Council on September 23, 1996 which adopted policies for Standing and Ad Hoc Advisory Boards, Commissions and Committees of the City of Plano in the conducting of their meetings; and

WHEREAS, by state law, the Standing and Ad Hoc Advisory Boards, Commissions and Committees are not required to comply with the Texas Open Meetings Act; and

WHEREAS, the City Council finds it is in the best interest of the City to require Standing Advisory Boards, Commissions and Committees of the City of Plano, but not Ad Hoc Advisory Boards, Commissions and Committees, to comply with the requirements of the Texas Open Meetings Act; and

WHEREAS, the City Council finds it is in the best interest of the City to allow all Standing Advisory Boards, Commissions and Committees of the City of Plano to meet in a closed meeting when such closed meeting is permitted under the Texas Open Meetings Act, the City Attorney or her designee is present, and the closed meeting is separately agendized.

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

Section I. Resolution No. 2016-1-17(R) is hereby repealed in its entirety and replaced with the herein Resolution to adopt the policy for Standing and Ad Hoc Advisory Boards, Commissions and Committees of the City of Plano in conducting their meetings.

Section II. All Standing Advisory Boards, Commissions and Committees of the City of Plano, but not Ad Hoc Advisory Boards, Commissions and Committees, must comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Section III. All Standing Advisory Boards, Commissions and Committees of the City of Plano may meet in a closed meeting when such closed meeting is permitted under the Texas Open Meetings Act, the City Attorney or her designee is present, and the closed meeting is separately agendized.

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

DULY PASSED AND APPROVED THE 19TH DAY OF MARCH, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Sandra Dority

CAPTION

Resolution No. 2019-3-3(R): In support of the Cotton Belt Regional Veloweb Trail and the 2019 Transportation Alternatives Set-Aside program with the North Central Texas Council of Governments and the Texas Department of Transportation, committing to a 50% match of the total project cost, and authorizing the City Manager to execute all necessary documents. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR:	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	0	0	0
BALANCE		0	0	0	0

FUND(S): N/A

COMMENTS: This item expresses support for the Cotton Belt Regional Veloweb Trail project and desire to participate in its future design and construction with local funding of at least 50% of project costs.

SUMMARY OF ITEM

The City of Plano has applied for funding for the construction of the Cotton Belt Regional Trail Veloweb project through the 2019 Transportation Alternatives Set-Aside program with the North Central Texas Council of Governments (NCTCOG) and the Texas Department of Transportation. The program application details a 50% financial match of total eligible construction costs. The total project cost is estimated at \$3,410,000. The City's share of the cost is available within existing bond authority from the 2017 Bond Election Recreational Trails Funding.

The City of Plano expressed support of the Cotton Belt Regional Veloweb Trail project on February 11,

2019 in Resolution No. 2019-2-1(R). The Regional Transportation Council of the NCTCOG requires the submittal of a resolution evidencing a commitment to provide matching funds for the project as part of the Transportation Alternatives Set-Aside Program Call for Projects application submission.

Funding for the design of the project in the amount of \$773,054 has already been authorized through the NCTCOG Surface Transportation Technical Committee (STTC) State Transportation Improvement Program (STIP) and will be provided by the Federal Highway Administration (FHA) directly to the Federal Railroad Administration for this project. Multiple cities across the region (Dallas, Addison, Coppell, Carrollton, Grapevine) have also received the design funding authorization through the same program, and the NCTCOG is currently coordinating an interlocal agreement amongst the cities and DART.

The Cotton Belt Regional Veloweb Trail project will provide bicycle and pedestrian trail connectivity along the Dallas Area Rapid Transit (DART) Cotton Belt rail line property between the future DART Stations at 12th Street and Shiloh Road, through the cities in Dallas County, and ultimately to the DFW Airport. The trail is part of the City's Park Master Plan, the Collin County Regional Trails Master Plan and the North Central Texas Council of Governments Mobility 2040 Regional Veloweb.

If the Resolution is not approved, the City will not be able to be selected in the 2019 Transportation Alternatives Set-Aside program to assist with funding the construction phase of the Cotton Belt Regional Veloweb Trail project.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/13/2019	Resolution
Location Map	3/4/2019	Map

A Resolution of the City of Plano, Texas, in support of the Cotton Belt Regional Veloweb Trail and the 2019 Transportation Alternatives Set-Aside program with the North Central Texas Council of Governments and the Texas Department of Transportation, committing to a 50% match of the total project cost, and authorizing the City Manager to execute all necessary documents.

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, (the “Council”) is the regional transportation policy board associated with the North Central Texas Council of Governments and the regional forum for cooperative decisions on transportation; and

WHEREAS, the Council will award funding on June 13, 2019 for active transportation projects through the Transportation Alternatives Set-Aside Program Call for Projects; and

WHEREAS, the City of Plano intends to submit a transportation alternatives project application for the Cotton Belt Regional Veloweb Trail project to the North Central Texas Council of Governments prior to the March 1, 2019 deadline; and

WHEREAS, the City of Plano expressed support of the Cotton Belt Regional Veloweb Trail project on February 11, 2019 in Resolution No. 2019-2-1(R); and

WHEREAS, the Council requires the submittal of a resolution evidencing a commitment to provide matching funds for the project as part of the Transportation Alternatives Set-Aside Program Call for Projects application submission.

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

Section I. The City of Plano supports the Cotton Belt Regional Veloweb Trail project as applied for in the 2019 Transportation Alternatives Set-Aside Program Call for Projects application.

Section II. The City of Plano will serve as the public sponsor and lead project contact on this project. The City of Plano agrees to designate a single point of contact for the project.

Section III. The City of Plano commits to fund or pass through funds from other sources for a minimum local cash match of 50% of the total project cost.

Section IV. The City of Plano confirms that the City of Plano, not the Council, will be responsible for any cost overruns.

Section V. The total funding from the City of Plano shall be capped at 3.41 million dollars, unless the City of Plano, through its City Council, approves of a higher amount through approval of an intergovernmental agreement for the Cottonbelt Trail Project with DART and the Council.

Section VI. The City of Plano understands and acknowledges that all awarded funding is provided on a reimbursement basis.

Section VII. The City of Plano confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

Section VIII. This resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED the 19th day of March, 2019.

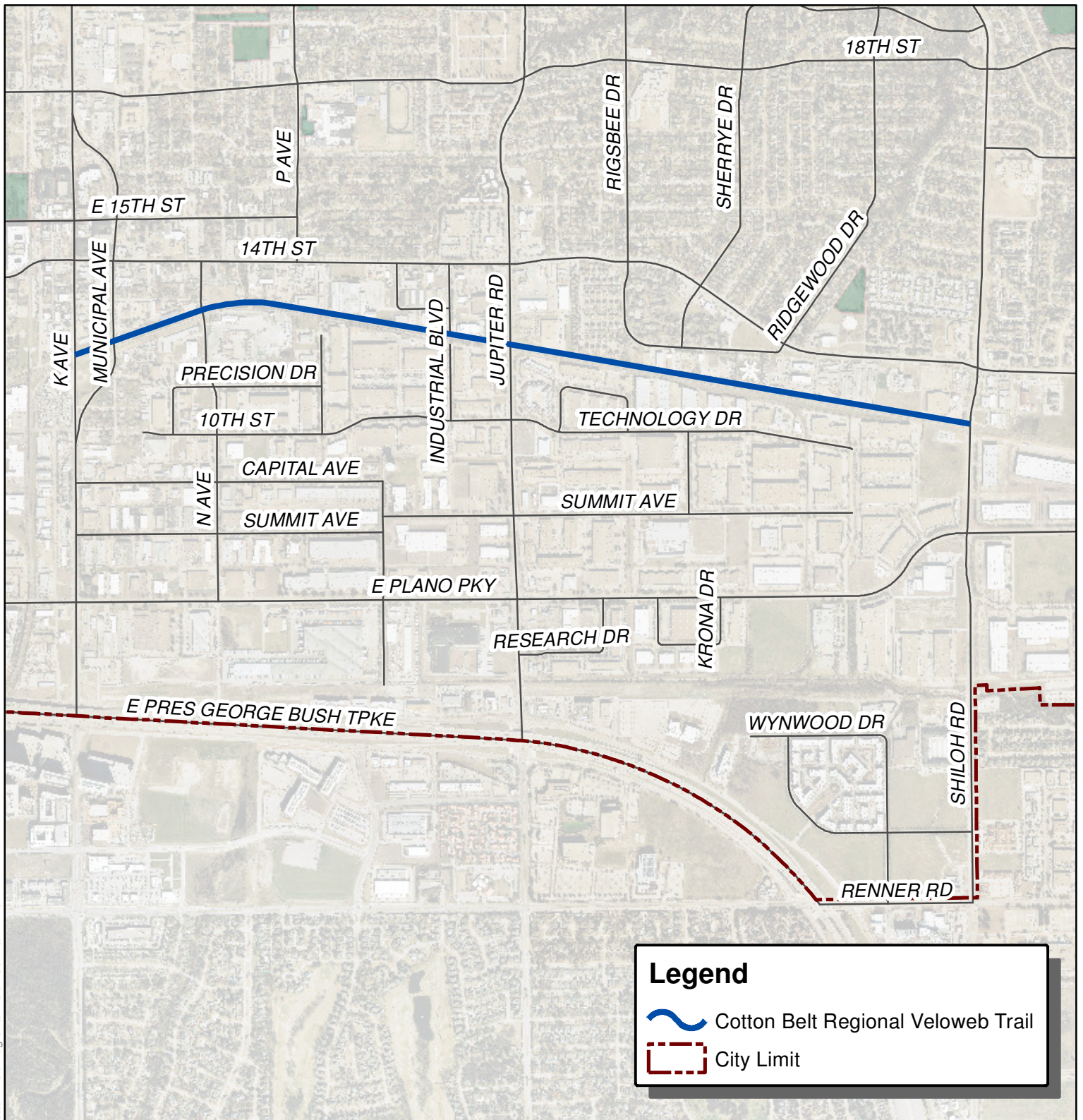
Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

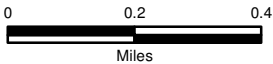
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



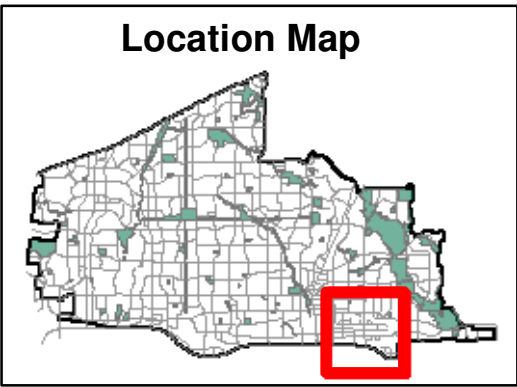
Legend

- Cotton Belt Regional Veloweb Trail
- City Limit



Cotton Belt Regional Veloweb Trail

along rail from future DART stations at Shiloh Road and K Ave



TinaB 1/14/2019 L:\worduser\MXD\Location Maps\Cotton Belt Regional Veloweb Trail .mxd



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

Resolution No. 2019-3-4(R): To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	15,000	0	15,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-14,307	0	-14,307
Balance	0	693	0	693

FUND(S): General Fund

COMMENTS: Funding for this item is included in the approved FY 2018-19 Budget. This item authorizes the continuation of the City's membership on the Atmos Cities Steering Committee (ACSC) and the payment of the City's annual assessment for continued membership.

SUMMARY OF ITEM

This Resolution authorizes the City of Plano to renew its membership in the Atmos Cities Steering Committee for 2019.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/5/2019	Memo
Resolution	3/5/2019	Resolution

Date: March 19, 2019

To: Bruce D. Glasscock, City Manager

From: Brandi Youngkin, Assistant City Manager

Subject: Resolution to Renew Membership for 2019 Atmos Cities Steering Committee

Purpose of the Resolution:

On December 6, 2018, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2019 is a per capita fee of \$0.05. The total amount for Plano’s membership dues comes to \$14,307.15.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of two cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

A Resolution of the City of Plano, Texas authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date.

WHEREAS, the City of Plano is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section II. The City is further authorized to pay its 2019 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section III. A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to: Brandi Stigler, Atmos Cities Steering Committee c/o Arlington City Attorney’s Office, Mail Stop 63-0300 101 S. Mesquite St., Suite 300 Arlington, Texas 76010.

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

DULY PASSED AND APPROVED on this the 19th day of March, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Susan Oldham

CAPTION

Ordinance No. 2019-3-5: To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense, Revenue

FISCAL YEAR: 2018-19 thru 2038-39	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	68,825,000	0	68,825,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	68,825,000	0	68,825,000

FUND(S): Street Improvement CIP, Park Improvements CIP, Public Infrastructure Improvements CIP, Recreation Center Facilities CIP, Library Facilities CIP, G.O. Debt Service Fund

COMMENTS: This ordinance permits the City of Plano to sell General Obligation (G.O.) Bonds to refund outstanding debt at a lower interest rate and finance street, park, recreation center, public infrastructure and library facilities improvement projects as planned in the 2018-19 Community Investment Program and authorized by Plano voters in the 2009, 2013, and 2017 bond referendums. Approximately \$68,825,000 is expected to be raised from the 2019 G.O. Bond sale, with the City repaying the bonds over a 20 year term through the interest & sinking portion of Plano's property tax rate. The exact amount of interest and principal

to be paid will be determined by a competitive bid process.

SUMMARY OF ITEM

Proceeds from the sale of the Bonds will be used (i) for various permanent public improvements and public purposes, including recreation center facilities, libraries, parks, public infrastructure improvements and street improvements, (ii) to refund a portion of the City's outstanding G.O. debt for debt service savings, and (iii) for payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and issuance of the Bonds.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
General Obligation Bond Ordinance	3/7/2019	Ordinance

An Ordinance of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019”; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date.

WHEREAS, the City of Plano, Texas (the “City”) currently has outstanding obligations of the City of the following issue or series, to wit: City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2009, dated January 15, 2009 (the “Refunded Obligations”); and

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended (“Chapter 1207”), the City Council of the City (the “Council”) is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinance authorizing the issuance of the Refunded Bonds, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007, Texas Government Code, as amended; and

WHEREAS, the Council hereby finds and determines that it is in the best interests of the City to issue bonds to pay the costs of making permanent public improvements authorized by the voters of the City at a bond elections held on May 9, 2009, May 11, 2013 and May 6, 2017, and that the Pricing Officer be authorized to determine from such voted authorization the purposes and amounts for which such bonds shall be issued, such determination to be included in the Pricing Certificate, all in accordance with the provisions of Chapters 1331 and 1371, Texas Government Code, as amended.

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

SECTION I. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding and improvement bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019”, or such other designation as specified in the Pricing Certificate (herein referred to as the “Bonds”), for the purpose of providing funds for the

discharge and final payment of certain obligations of the City (described in the preamble hereof and finally identified in the Pricing Certificate and referred to herein as the “Refunded Obligations”), to make various permanent public improvements for the City and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapters 1207, 1331 and 1371. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate.

SECTION II. Fully Registered Obligations – Terms. The Bonds shall be issued as fully registered obligations, and (other than the Initial Bond referenced in Section VIII hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION III. Delegation of Authority to Pricing Officer.

(a) As authorized by Section 1207.007 and Section 1371.053, Texas Government Code, as amended, the City Manager or the Director of Finance of the City (either, the “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series, in whole or in part, of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section XXXI hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$68,825,000;
- (ii) the refunding must produce a net present value debt service savings of at least 3.0%, net of any City contribution;

(iii) the maximum true interest cost for the Bonds shall not exceed 3.75%;

(iv) the maximum maturity date of the Bonds shall not exceed September 1, 2039.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION IV. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent by United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION V. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind, maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond authorized in Section VIII hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section VIII hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered

for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section XI hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION VI. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections IV and V hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in

general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections IV and V hereof.

SECTION VII. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under the City's seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201 of the Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section IX(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section IX(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION VIII. Initial Bond. The Bonds herein authorized shall be initially issued as fully registered Bonds as specified in the Pricing Certificate, being a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, (hereinafter called the "Initial Bond" and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION IX. Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other

marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

REGISTERED NO. R- _____ PRINCIPAL AMOUNT \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2019

Bond Date: _____, 20__ Interest Rate: _____% Stated Maturity: _____, 20__ CUSIP No.: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Plano (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on _____ and _____ in each year, commencing _____, 20__, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close

of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, to make various permanent public improvements for the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapters 1207, 1331 and 1371 of the Texas Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__	Term Bonds due _____, 20__
<u>Redemption Date</u> <u>Principal Amount</u>	<u>Redemption Date</u> <u>Principal Amount</u>
_____, 20__	_____, 20__
_____, 20__*	_____, 20__*

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar),

on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying

Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF PLANO, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) Form of Initial Bond: The Initial Bond shall be in the respective form set forth therefor in subsection (b) of this Section, except as follows:

The heading and paragraph one shall be amended to read as follows:

NO. T-1 \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2019

Bond Date: _____, 2019

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Plano (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
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(Information to be inserted from Pricing Certificate)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates

of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, 20____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION X. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law prescribed, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2019 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND FUND", or such other fund designation as specified in the Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, with regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION XI. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION XII. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or

Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified in the Pricing Certificate, the term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION XIII. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section XXXI hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect

or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section XII hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section XI hereof.

SECTION XIV. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is

sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate

Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Obligations and such payment of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

SECTION XV. Sale of Bonds - Official Statement. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section III hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION XVI. Escrow Agreement. An "Escrow Agreement" or "Special Escrow Agreement" (either, the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed

securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized City official listed in Section XXXIII hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION XVII. Refunded Obligations.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such Refunded Obligations are subject to redemption or such other dates specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption dates, and notice of such redemption shall be given in accordance with the applicable provisions of the applicable ordinances adopted by this Council, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notices of Redemption for the Refunded Obligations in substantially the forms set forth as exhibits to the Pricing Certificate, to the paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notices of redemption as required by the ordinances authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the respective redemption dates specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION XVIII. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION XIX. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of making permanent public improvements of the City and to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of the costs of making permanent public improvements of the City, the costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this Council.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations.

SECTION XX. Notices to Holders - Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION XXI. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION XXII. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or

deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION XXIII. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION XXIV. Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION XXV. Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION XXVI. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION XXVII. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION XXVIII. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION XXIX. Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION XXX. Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION XXXI. Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer under the tables in the Official Statement specified by the Pricing Officer in the Pricing Certificate and (2) audited financial statements of the City within 12 months after the end of each fiscal year ending in or after 2019. If the audit of such financial statements is not complete within 12 month after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for such fiscal year when and if the audit report on such financial statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or

equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION XXXII. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION XXXIII. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION XXXIV. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION XXXV. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

DULY PASSED AND APPROVED this the 19th day of March, 2019.

CITY OF PLANO, TEXAS

Harry LaRosiliere, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2019 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Plano, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Plano, Texas General Obligation Refunding and Improvement Bonds, Series 2019" (the "Securities"), dated _____, 2019, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable

regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc. The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power

of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of _____, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during

the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Contracts With Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

[BANK]

By: _____

Title: _____

Address: _____
_____, Texas _____

Attest:

Title: _____

CITY OF PLANO, TEXAS

By: _____
Pricing Officer

Address: 1520 K Avenue
Plano, Texas 75074



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Susan Oldham

CAPTION

Ordinance No. 2019-3-6: To authorize the issuance of "City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019"; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City official. **Adopted**

FINANCIAL SUMMARY

Revenue, CIP

FISCAL YEAR: 2018-19 2038-39	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	7,500,000	0	7,500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	7,500,000	0	7,500,000

FUND(S): Municipal Drainage CIP, Municipal Drainage Fund, Municipal Drainage Debt Service Fund

COMMENTS: This ordinance permits the City of Plano to sell Municipal Drainage Revenue Bonds to refund outstanding debt at a lower interest rate and finance erosion control and drainage projects as planned in the 2018-19 Community Investment Program. Approximately \$7,500,000 is expected to be raised from the 2019 Municipal Drainage Revenue Bond sale, with the City repaying the bonds over a 20 year term through the drainage utility fees paid by Plano property owners. The exact amount of interest and principal to be paid will be determined by a competitive bid process.

SUMMARY OF ITEM

Proceeds from the sale of the Bonds will be used to fund various drainage and erosion projects throughout the City, refund a portion of the City's outstanding municipal drainage utility system revenue debt for debt service savings, and to pay costs of issuance associated with the sale of the Bonds.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Municipal Drainage Utility System Revenue Bond Ordinance	3/11/2019	Ordinance

BOND ORDINANCE

**CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE
REFUNDING AND IMPROVEMENT BONDS
SERIES 2019**

Adopted March 19, 2019

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An Ordinance of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019”; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official.

WHEREAS, pursuant to authority conferred by Subchapter C of Chapter 402 of the Texas Local Government Code, now recodified as Chapter 552 of the Texas Local Government Code (the “Act”), the City Council (the “City Council”) of the City of Plano, Texas (the “City”), established the City of Plano, Texas, Municipal Drainage Utility System (the “System”);

WHEREAS, the City has previously issued its municipal drainage utility system revenue bonds (the “Previously Issued Bonds”), payable from the Revenues (as hereinafter defined) of the System;

WHEREAS, the City has reserved the right and option to issue, under certain conditions, Additional Bonds (as hereinafter defined), payable from the Revenues, on a parity as to lien and right with such Previously Issued Bonds;

WHEREAS, the City desires to refund all or a portion of certain Previously Issued Bonds (such refunded bonds to be hereinafter referred to as the “Refunded Bonds”) to wit: City of Plano, Texas Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2009, dated January 15, 2009;

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”), authorizes the City to issue refunding obligations and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with the paying agent for any of the Refunded Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds;

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007, Texas Government Code, as amended;

WHEREAS, in addition to the Bonds to be issued to refund the Refunded Bonds, the City Council further finds and determines that Bonds should be issued for the purpose of the acquisition, construction and repair of structures, equipment and facilities for the City’s municipal drainage utility system, pursuant to this Ordinance and as permitted by the Act and, in accordance with the provisions of Chapter 1207 and Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”), the City by this Ordinance and in accordance with the provisions of Chapter 1207 and Chapter 1371, is delegating to the Pricing Officer the authority to establish the terms and details related to the issuance and sale of the Bonds including: (i) the form and designation of the Bonds; (ii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iii) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; (iv) the specific maturities, in whole or in part, of the Refunded Bonds to be refunded and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein;

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in a single series at this time; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Act” means Subchapter C of Chapter 552 of the Texas Local Government Code, as amended (formerly codified as Subchapter C of Chapter 402 of the Texas Local Government Code).

“Accountant” means a certified public accountant.

“Additional Bonds” means revenue bonds or other evidences of indebtedness issued or entered into, as the case may be, in the future in accordance with the terms and conditions provided in Section 9.02 hereof and, by their terms, are equally and ratably secured by a parity lien on and pledge of the Revenues of the System.

“Average Annual Debt Service” means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Bonds” means the “City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019” authorized by this Ordinance.

“City” means the incorporated municipality known as the City of Plano located in Collin and Denton Counties, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Credit Facility” means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on such obligations would rate such

obligations which are fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds would rate the Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds and the interest thereon.

“Debt Service” means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with such applicable mandatory redemption.

“Designated Payment/Transfer Office” means the designated office of the initial Paying Agent/Registrar specified in the Pricing Certificate.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means the bank or other financial institution designated and appointed in the Pricing Certificate to serve as escrow agent for the Refunded Bonds.

“Escrow Agreement” shall have the meaning assigned to it in Section 12.02 hereof.

“Escrow Fund” shall have the meaning assigned to it in Section 12.02 hereof.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve-month financial accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

“Initial Bond” means the initial bond authorized by Section 3.04(d) of this Ordinance.

“Interest Payment Date” means the date or dates for the payment of interest on the Bonds as set forth in the Pricing Certificate.

“Letter of Representations” means the Blanket Letter of Representation between the City and DTC.

“Maturity Date” means the dates on which the principal of the Bonds is due and payable as set forth in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means, with respect to any period, Revenues of the System remaining after deducting the System’s Operating and Maintenance Expenses for such period.

“Operating and Maintenance Expenses” means all current expenses of operating and maintaining the System, including all salaries, labor, materials, and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

“Outstanding” means when used in this Ordinance with respect to Bonds, Previously Issued Bonds or any Additional Bonds, as the case may be, as of the date of determination, all Bonds, Previously Issued Bonds and any Additional Bonds theretofore sold, issued and delivered by the City, except:

- (1) Bonds, Previously Issued Bonds or any Additional Bonds cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- (2) Bonds, Previously Issued Bonds or any Additional Bonds paid or deemed to be paid in accordance with the provisions of Section 9.08 hereof; and
- (3) Bonds, Previously Issued Bonds or any Additional Bonds that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond, a Previously Issued Bond, or an Additional Bond, as applicable.

“Paying Agent/Registrar” means the bank appointed to serve as the paying agent/registrar for the Bonds as set forth in the Pricing Certificate, or any successor thereto.

“Previously Issued Bonds” means the bonds of the following issues of the City to be outstanding upon the issuance of the Bonds herein authorized:

- (1) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2009, dated January 15, 2009 (to be refunded by the Bonds);
- (2) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2010, dated January 15, 2010;
- (3) Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015, dated May 1, 2015; and
- (4) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017, dated February 1, 2017.

“Rating Agency” means any nationally recognized securities rating agency which has assigned a rating to the Bonds.

“Record Date” shall mean that record date set forth in the Pricing Certificate.

“Register” means the register specified in Section 3.06(a) of this Ordinance.

“Required Reserve” means the total amount required to be maintained in the Reserve Fund under the provisions of Section 7.04 hereof.

“Reserve Fund Obligations” means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

“Revenues” means all annual income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds and the Previously Issued Bonds and other obligations payable solely from and secured only by a lien on and pledge of the Revenues of the System.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“System” means all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefited property (within the meaning of the Act), including, but not limited to, bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preambles to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Revenues of the System are hereby irrevocably pledged to the payment of the Bonds, the Previously Issued Bonds and Additional Bonds, if issued, and the interest thereon, including the establishment and maintenance of the special funds created and established by this Ordinance, all as hereinafter provided. It is hereby ordained that the Previously Issued Bonds, the Bonds and the interest thereon shall constitute a first lien on such Revenues of the System and be valid and binding in accordance with the terms hereof without any filing or recording thereof (except in the official records of the City), physical delivery of such Revenues or further act by the City, and the lien created on the Revenues for the payment and security of the Bonds shall be prior in right and claim as to any other indebtedness, liability or obligation of the City or the System.

Section 2.02 Rates and Charges.

For the benefit of the Owners of the Previously Issued Bonds and the Bonds and in accordance with the provisions of the Act and other applicable laws of the State of Texas, the City hereby expressly stipulates and agrees, while any of the Previously Issued Bonds and the Bonds are Outstanding, to establish, maintain and impose drainage charges for services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Revenues in each Fiscal Year sufficient to pay:

- (1) Operating and Maintenance Expenses of the System;
- (2) Debt Service on the Previously Issued Bonds, the Bonds and any Additional Bonds then Outstanding;
- (3) any required deposits to the Reserve Fund and any contingency fund created for the payment and security of the Previously Issued Bonds, the Bonds and any Additional Bonds; and
- (4) all other indebtedness payable from and/or secured in whole or in part by a lien on and pledge of the Revenues of the System.

Section 2.03 Bonds as Special Obligations.

The Bonds and the Previously Issued Bonds are special obligations of the City payable from the pledged Revenues and the Owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

ARTICLE III

AUTHORIZATION; DELEGATION OF AUTHORITY TO PRICING OFFICER

Section 3.01 Authorization.

Revenue refunding and improvement bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated the "City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019," or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Bonds") for the purpose of providing funds for (i) the discharge and final payment of certain outstanding obligations of the City (described in the preambles hereof and finally identified in the Pricing Certificate and referred to herein as the "Refunded Bonds"), (ii) the acquisition, construction and repair of structures, equipment and facilities for the City's municipal drainage utility system and (iii) to pay the costs of issuing the Bonds, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 552, Texas Local Government Code, as amended, and Chapters 1207 and 1371 of the Texas Government Code, as amended. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be lettered "R" and numbered separately from one (1) upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature in the years and in the principal amounts and shall bear interest at the per annum rates as set forth in the Pricing Certificate.

(c) Interest shall accrue on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3.03 Delegation of Authority to Pricing Officer.

(a) As authorized by Section 1207.007 and Chapter 1371, Texas Government Code, as amended, the City Manager or the Director of Finance of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series, in whole or in part, of the Refunded Bonds to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such

maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Article XI hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- i. the aggregate original principal amount of the Bonds shall not exceed \$7,500,000;
- ii. the refunding must produce a net present value debt service savings of at least 3.0%, net of any City contribution;
- iii. the maximum true interest cost for the Bonds shall not exceed 4.00%;
- iv. the maximum maturity date of the Bonds shall not exceed May 15, 2039.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

Section 3.04 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate); provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date")

shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid to each Owner by (i) check dated as of the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (ii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(f) Unclaimed payments of amounts due hereunder that remain unclaimed by the Owners after the applicable payment or redemption date shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such unclaimed payments pertain. Subject to Title 6, Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Bonds thereafter coming due; to the extent any such moneys remain after the retirement of all outstanding Bonds, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.05 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the

delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond"), representing the entire principal amount of the Bonds, payable in stated installments to the Purchasers or their designee, such Initial Bond to be executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchasers or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchasers one typewritten Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.07 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated/Payment Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred and exchanged only upon the presentation and surrender of the Bond to the Paying Agent/Registrar. A Bond may be assigned

by the execution of an assignment form on the Bond or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first-class, postage prepaid, to the new registered owner or his designee. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchanged Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

Section 3.08 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchanged Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.09 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in

exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry-Only System.

(a) Notwithstanding the provisions contained in Article III hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York (“DTC”), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

(b) In the event the Pricing Officer elects to utilize DTC’s “Book-Entry-Only” System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC and who shall hold said Bonds for the DTC Participants. While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections IV and V hereof.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in the Pricing Certificate.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may

prescribe. The Pricing Officer or the Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Pricing Officer is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Pricing Officer may be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Bonds, shall be substantially in the forms set forth in this Article VI with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(c) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED
No. R- _____

REGISTERED:
\$ _____

United States of America
State of Texas

CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE
REFUNDING AND IMPROVEMENT BOND
SERIES 2019

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
_____ % _____ _____, 2019 _____

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____ and _____ of each year, commencing _____.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in _____, of _____, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

Interest on this Bond is payable to the registered owner of this Bond on or before the interest payment date by (i) check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address of such owner as appears in the registration books of the Paying Agent/Registrar or (ii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner shall bear all risk and expense of such interest payment method. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the _____ business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds"), issued pursuant to Subchapter C, Chapter 552, Texas Local Government Code, as amended and Chapters 1207 and 1371, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"). Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance. The Bonds are being issued for the purpose of providing funds to (i) refund certain of the Previously Issued Bonds (hereinafter defined), (ii) acquire, construct and repair structures, equipment and facilities for the City's municipal drainage utility system and (iii) pay the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City (the "Previously Issued Bonds"), constitute special obligations of the City and are payable solely from and equally secured by a first lien on and pledge of the Revenues of the System. The Bonds and the Previously Issued Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Revenues.

The City expressly reserves the right to issue additional revenue obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on and pledge of the Revenues of the System; provided, however, that any and all such additional obligations may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Ordinance to which reference is hereby made for more complete and full particulars.

The City has reserved the option to redeem the Bonds maturing on and after _____, in whole or in part before their respective scheduled maturity dates, on _____, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond or portion thereof to be redeemed by first-class United States mail, postage prepaid, at the address shown on the Register. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, that such limitation shall not apply to the uncalled principal balance of a Bond called for redemption in part.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or the "Special Record Date", as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds to render the same lawful and valid have been properly done and have happened in regular and due time, form and manner as required by law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the Revenues of the System, as hereinabove recited.

The owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor and City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary
City of Plano, Texas

Mayor
City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
OF THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Plano, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and that said Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

Dated: _____
_____, as
Paying Agent/Registrar

By: _____
Authorized Signature

(d) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED _____ (the "Transferor"), the undersigned, hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee:

(Social Security or Federal Employer Identification No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints as attorney to transfer the within Bond on the books kept for registration therefor, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on _____ in each of the years, in the principal installments, and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from schedule in the Pricing Certificate).

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor bond counsel to the City are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, may be printed on the reverse side of or attached to each Bond above the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.01 Creation of Funds.

All revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, creation of the following special Funds is hereby confirmed:

(a) "City of Plano, Texas Municipal Drainage Utility System Fund," hereinafter called the "System Fund."

(b) "City of Plano, Texas Municipal Drainage Utility System Reserve Fund," hereinafter called the "Reserve Fund."

(c) "City of Plano, Texas Municipal Drainage Utility System Bond Fund," hereinafter called the "Bond Fund."

Section 7.02 System Fund.

(a) The City hereby covenants and agrees that the Revenues of the System (excluding earnings and income derived from investments held in the Bond Fund and the Reserve Fund) shall be deposited as collected to the credit of the System Fund. All revenues deposited in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Bonds and the Previously Issued Bonds as the same becomes due and payable.

Second: To the payment of the amounts required to be deposited in the Reserve Fund to maintain the Required Reserve in accordance with the provisions of this Ordinance or any other ordinance relating to the issuance of Additional Bonds.

(b) Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be transferred to the City's general fund or used for any lawful purpose including payment of Operating and Maintenance Expenses.

Section 7.03 Bond Fund.

(a) Moneys on deposit in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds and the Previously Issued Bonds as the same becomes due and payable. The City hereby covenants that there shall be deposited into the Bond Fund from the System Fund an amount sufficient to pay the principal of and interest on the Bonds and the Previously Issued Bonds when due, either at maturity or prior redemption. Deposits to the Bond Fund shall be made in substantially equal monthly installments on or before the 10th day of each month, beginning the month next following the delivery of the Bonds to the Purchasers.

(b) The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Bond Fund and the Reserve Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds or (ii) the Bonds are no longer Outstanding.

(c) Accrued interest and premium, if any, received from the sale of the Bonds, as well as earnings derived from the investment of moneys in the Bond Fund, shall be deposited to the credit of the Bond Fund and taken into consideration in determining the amount of the monthly deposits hereinabove required to be deposited in the Bond Fund from the Revenues of the System.

Section 7.04 Reserve Fund.

(a) The City covenants and agrees that it will continuously maintain in the Reserve Fund an amount of Reserve Fund Obligations equal to not less than the Average Annual Debt Service on the Bonds and the Previously Issued Bonds (the "Required Reserve"), and that upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds, and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Code and regulations promulgated thereunder. For so long as the funds on deposit in the Reserve Fund are equal to the Required Reserve, no additional deposit need be made therein, but should the Reserve Fund at any time contain less than the Required Reserve, then, subject and subordinate to making the required deposits to the credit of the Bond Fund, the City shall restore such deficiency by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/60th of the Required Reserve on or before the 10th day of each month following such deficiency, termination, or expiration. The money on deposit in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, the Previously Issued Bonds and any Additional Bonds at any time there are not sufficient moneys on deposit in the Bond Fund.

(b) The City may, at its option, withdraw all surplus in the Reserve Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(c) For the purpose of determining compliance with the requirements of subsection (g) of this Section, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their cost or market value, whichever is lower, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(d) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities, of any of the type or types permitted by Section 7.06 hereof, on deposit in the Reserve Fund or in substitution or replacement of any existing Credit

Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(e) If the City is required to make a withdrawal from the Reserve Fund, the City shall promptly notify the issuer of such Credit Facility of the necessity for a withdrawal from the Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(f) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve, then the City shall, after making required deposits to the Bond Fund in accordance with the terms of this Ordinance, satisfy the Required Reserve by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/60th of the Required Reserve on or before the 10th day of each month following such deficiency, termination or expiration.

(g) In the event of the redemption or defeasance of any of the Outstanding Bonds, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the City, to the System Fund, as a result of (i) the redemption of the Outstanding Bonds, or (ii) funds for the payment of the Outstanding Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(h) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues shall be subject to the provisions of subparagraph (e) hereof, and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds.

(i) Notwithstanding the foregoing, at such time as the Previously Issued Bonds dated on or before January 15, 2010 are no longer Outstanding, the City may discontinue the Reserve Fund for the Bonds and for any Additional Bonds issued after the issuance of the Bonds; provided however, the City may provide for the establishment of a Reserve Fund with respect to Additional Bonds to the extent specified in the ordinance authorizing such Additional Bonds. At such time as the Previously Issued Bonds dated on or before January 15, 2010 are no longer Outstanding, the City may withdraw and transfer monies relating to the Bonds in the Reserve

Fund to the System Fund; provided that, to the extent such monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall be deposited to the Bond Fund.

Section 7.05 Deficiencies: Excess Revenues.

(a) If on any occasion there shall not be sufficient Revenues of the System to make the required deposits into the Bond Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available Revenues of the System, or from any other sources available for such purpose.

(b) Subject to making the required deposits to the Bond Fund and the Reserve Fund in accordance with the provisions of this Ordinance, the ordinances authorizing the issuance of the Previously Issued Bonds, or any ordinance authorizing the issuance of Additional Bonds, the excess Revenues may be transferred to the City's general operating fund or used by the City for any lawful purpose.

Section 7.06 Security of Funds.

(a) Money in any Fund may, at the option of the City, be invested in funds and obligations authorized and identified in the Public Funds Investment Act, as amended (to the extent such funds and obligations are also authorized under the City's investment policy), or other applicable law. All deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 7.04 hereof, be credited to and deposited in the System Fund. All investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Previously Issued Bonds.

(b) To the extent amounts deposited to the credit of any Funds referenced herein are not invested, such uninvested amounts shall be secured in the manner and to the fullest extent required by laws of the State of Texas for the security of public funds.

ARTICLE VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds: Official Statement.

(a) The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this City Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

(b) The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 8.02 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchasers under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City

Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Proceeds of Sale.

Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to be deposited with an official depository of the City to finance the permanent public improvements referenced in Section 3.01 hereof and to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Bonds for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Bonds) for the refunding of the Refunded Bonds shall be disbursed for payment of the costs of issuance and for the payment of the aforesaid improvements, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this City Council.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Bonds.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of Bonds.

While any of the Bonds are Outstanding, the Director of Finance (or other designated financial officer of the City) shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the last business day next preceding the date of payment for the Bonds.

Section 9.02 Issuance of Additional Parity Bonds.

Subject to the provisions hereinafter appearing as to conditions precedent which must be satisfied, the City reserves the right to issue, from time to time as needed, Additional Bonds for any authorized purpose, including the issuance of refunding bonds. Such Additional Bonds may be issued in such form and manner as now or hereafter authorized by the laws of the State of Texas for the issuance of evidences or instruments, and should new methods or financing techniques be developed that differ from those now available and in normal use, the City reserves the right to employ the same in its financing arrangements provided that the following conditions precedent for the authorization and issuance of the same are satisfied, to wit:

(i) The officer of the City then having the primary responsibility for the financial affairs of the City shall have executed a certificate stating (a) that, to the best of his or her knowledge and belief, the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Revenues of the System that would materially affect the security or payment of such obligations and (b) either (i) payments into all special Funds maintained for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Revenues of the System have been made and that the amounts on deposit in such special Funds equal or exceed the amounts then required to be on deposit therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency;

(ii) The Additional Bonds shall be scheduled to mature or be payable as to principal on May 15 or November 15 (or both) in each year the same are to be outstanding or during the term thereof;

(iii) The Reserve Fund shall contain the Required Reserve amount on the date of issuance of the proposed Additional Bonds after giving effect to the issuance thereof; and

(iv) The City has secured a certificate or opinion of an Accountant to the effect that, according to the books and records of the City, the Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 18 months immediately preceding the month in which the ordinance authorizing the issuance of the then proposed Additional Bonds is passed, are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds, Outstanding Previously Issued Bonds and any Outstanding Additional Bonds after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

If the Reserve Fund is no longer being maintained pursuant to the provisions of Section 7.04(i) of this Ordinance, the requirement of subparagraph (iii) shall not apply.

Section 9.03 Issuance of Obligations of Inferior Lien and Pledge.

The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds and the Previously Issued Bonds, as may be authorized by the laws of the State of Texas.

Section 9.04 Refunding Bonds.

The City reserves the right to issue refunding bonds to refund all or any part of the Bonds and the Previously Issued Bonds (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all of such Bonds and the Previously Issued Bonds then Outstanding

are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in Section 9.02 hereof shall be satisfied and the certificate or opinion of the Accountant required in Section 9.02 shall give effect to the Debt Service of the proposed refunding bonds (and shall not give effect to the Debt Service on the bonds being refunded following their cancellation or provisions being made for their payment). Notwithstanding the foregoing, to the extent that the City issues refunding bonds to refund the Bonds or Additional Bonds issued after the issuance of the Bonds and such refunding will result in a net debt service savings to the City, the certificate or opinion of an Accountant set forth in Section 9.04(iv) above shall not be required to be provided as a condition precedent to the issuance of such Additional Bonds.

Section 9.05 Maintenance and Operation - Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves. Annually each year, not later than the end of each Fiscal Year, the City shall prepare or cause to be prepared by a person competent and knowledgeable in such matters a written evaluation of the adequacy of such self-insurance and/or insurance coverage and of any recommended changes in regard to the City's insurance/self-insurance policies, practices and procedures.

Section 9.06 Records - Accounts - Accounting Reports.

The City hereby covenants, reaffirms and agrees that so long as any of the Bonds, or any interest thereon, remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in which complete and correct entries shall be made of all transactions relating to said System, and that the Owner or Owners of any of such Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that within 60 days following the close of each Fiscal Year it will cause an audit of such books and accounts to be initiated by an independent firm of Accountants, showing the receipts and disbursements for account of the System for the Fiscal Year.

Each such audit, in addition to whatever other matters may be thought proper by the firm of Accountants, shall particularly include the following:

- (a) A detailed statement of the income and expenditures of the System for such Fiscal Year.
- (b) A balance sheet as of the end of such Fiscal Year.
- (c) The Accountants' comments regarding the manner in which the City has carried out the requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System.
- (d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses and paid as such. Copies of the aforesaid annual audit shall be furnished to the original purchasers of the Bonds and any subsequent Owner upon written request. At the close of the first six-month period of each Fiscal Year, the City Secretary of the City is hereby directed to furnish a copy of an operating and income statement in reasonable detail covering such period to any bondholder upon written request therefor, received not more than 30 days after the close of said six-month period. Any Owner shall have the right to discuss with the Accountant making the annual audit the contents thereof and to ask for such additional information as he may reasonably require.

Section 9.07 Sale or Lease of Properties.

The City, to the extent and in the manner authorized by law, may sell or exchange for consideration representing the fair value thereof, as determined by the City Council of the City, any property of the System which is obsolete, damaged or worn out or otherwise unsuitable. The proceeds of any sale of properties of the System shall be deposited in the System Fund.

Section 9.08 Satisfaction of Obligation of City.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

Section 9.09 Bonds as Negotiable Instruments.

Each of the Bonds shall be deemed and construed to be an "Investment Security" and, as such, a negotiable instrument, within the meaning of Article 8 of the Texas Uniform Commercial Code.

Section 9.10 Special Covenants.

The City further covenants and agrees by and through this Ordinance as follows:

(i) It has the lawful power to pledge the Revenues of the System to the payment of the Bonds to the extent provided herein and has lawfully exercised said power under the Constitution and laws of the State of Texas, including the Act, and that the Bonds issued hereunder, together with the Previously Issued Bonds and any Additional Bonds, shall be ratably secured in such manner that no one bond shall have preference over any other bond of said issues.

(ii) The Revenues of the System have not been in any manner pledged or encumbered to the payment of any debt or obligation of the City or the System, save and except for the Bonds and the Previously Issued Bonds; provided that the City has reserved the right pursuant to Section 9.03 hereof to issue subordinate lien obligations.

(iii) To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 552.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

Section 9.11 Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City while any Bond remains Outstanding except as permitted in this Section and Section 11.05. The City, may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, to cure any ambiguity, inconsistency, or formal defect or omission herein and to provide additional security for the payment of the Bonds. In addition, the City may, with the written consent from the owners holding a majority in aggregate principal amount of the Bonds then Outstanding (excluding Bonds acquired by or held for the account of the City) affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Owners of Bonds then Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held for consent to any such amendment, addition, or rescission.

Section 9.12 Provisions Concerning Federal Income Tax Exclusion.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield

from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty

(180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued, and not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding The Bonds are being issued to pay and discharge in full the Refunded Bonds and such payment of the Refunded Bonds will occur within ninety (90) days after the issuance of the Bonds.

Section 9.13 Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Section 9.12 shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Remedies in Event of Default.

In addition to all rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City:

(a) defaults in payments to be made to the Bond Fund or the Reserve Fund as required by this Ordinance; or

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of property jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or

acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01 Applicability.

This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule.

Section 11.02 Annual Reports.

(a) The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer under the Tables specified by the Pricing Officer in the Pricing Certificate and (2) audited financial statements of the City within 12 months after the end of each fiscal year ending in and after 2019. If the audit of such financial statements is not complete within 12 month after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for such fiscal year when and if the audit report on such financial statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 11.03 Material Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue

- (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
 13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.02(a) hereof by the time required by such Section.

Section 11.04 Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.05 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City’s right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or

operating data next provided in accordance with Section 11.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XII

REDEMPTION OF REFUNDED BONDS; ESCROW AGENT

Section 12.01 Redemption of Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds as selected by the Pricing Officer, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such Refunded Bonds are subject to redemption or such other dates specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date or dates, and notice of such redemption shall be given in accordance with the applicable provisions of the applicable ordinances adopted by this City Council, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notices of Redemption for the Refunded Bonds in substantially the forms set forth as exhibits to the Pricing Certificate, to the paying agent/registrar for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrar for Refunded Bonds is hereby directed to provide the appropriate notices of redemption as required by the ordinances authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the respective redemption dates specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Bonds pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate.

Section 12.02 Escrow Agreement.

An "Escrow Agreement" or "Special Escrow Agreement" (either, the "Escrow Agreement") by and between the City and an authorized escrow agent designated in the Pricing Certificate (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund or Funds; and

3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF PLANO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2019 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized City official, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

ARTICLE XIII

ATTORNEY GENERAL MODIFICATION

Section 13.01 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

[Remainder of Page Intentionally Left Blank]

DULY PASSED AND APPROVED this the 19th day of March, 2019.

CITY OF PLANO, TEXAS

Harry LaRosiliere, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2019 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Plano, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Plano, Texas Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019" (the "Securities"), dated _____, 2019, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and

bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc. The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of _____, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent

under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Contracts With Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under

Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

[BANK]

By: _____

Title: _____

Address: _____

Attest:

Title: _____

CITY OF PLANO, TEXAS

By: _____
Pricing Officer

Address: 1520 K Avenue
Plano, Texas 75074



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2019-3-7: To amend Section 12-101, Prohibited on certain streets at all times, and Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of a certain portion of the existing parking restriction on Dorchester Drive, within the city limits of 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. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from parking fines due to the changes in no parking zones outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/1/2019	Memo
Location Map	3/1/2019	Map
Ordinance	3/4/2019	Ordinance

Date: March 19, 2019

To: Bruce D. Glasscock, City Manager

From: Brian Shewski, P.E., Transportation Manager

Subject: Dorchester Drive Parking Restrictions

A representative of Plano Symphony Orchestra reached out to Transportation Engineering to request revisions of the existing no stopping, standing, or parking zones on Dorchester Drive near their property to allow their patrons to park on the street when off-street parking is not sufficient.

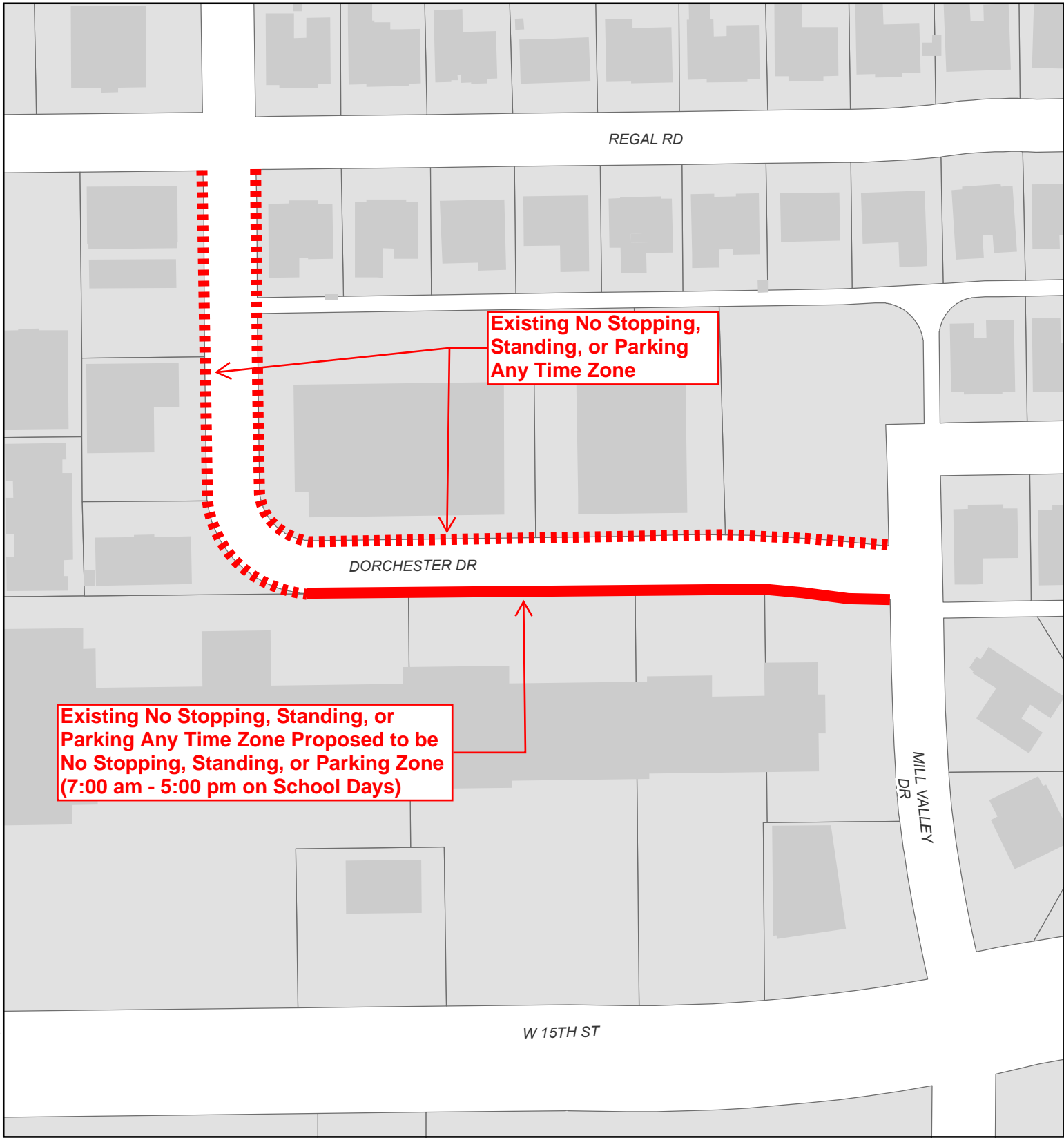
Dorchester Drive is a 26-foot wide local street located on the north of 15th Street near Vines High School of Plano Independent School District (PISD). The existing parking restrictions prohibits stopping, standing, or parking along both sides of the street between Mill Valley Drive and Regal Road at all times. Transportation Engineering Division staff believes that the parking restrictions were originally put in place to deter Vines High School students from parking on the street. However, there is a screening wall along the south side of Dorchester Drive, which prohibits direct access from the south. Therefore, the south portion of the parking restrictions does not appear to be required.

Transportation Engineering staff has reviewed the location and recommends the following parking restrictions:

- *Along the east and north side of Dorchester Drive between Regal Road and Mill Valley Drive; and along the west side of Dorchester Drive from Regal Road southward to the end of the 90 degree curve*
- *No Stopping, Standing, or Parking*
- *At all times*

- *Along the south side of Dorchester Drive from Mill Valley Drive westward to the beginning of the 90 degree curve*
- *No Stopping, Standing, or Parking*
- *7:00 a.m. – 5:00 p.m. on School Days*

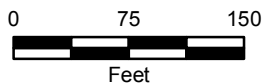
Transportation Engineering Division supports the proposed parking restrictions and recommends approval of the ordinance.



Existing No Stopping, Standing, or Parking Any Time Zone Proposed to be No Stopping, Standing, or Parking Zone (7:00 am - 5:00 pm on School Days)

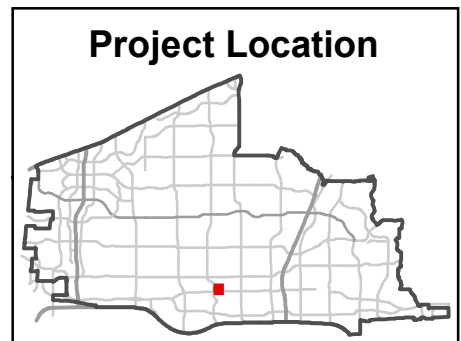
Existing No Stopping, Standing, or Parking Any Time Zone

sachikoh.Z:\TRANSPORTATION\Traffic\Agenda Items - Traffic\2019\Dorchester Drive Parking Restriction\Map for Council - Dorchester Dr.mxd



City of Plano GIS Division
March, 2019

Proposed Parking Restrictions Dorchester Drive



An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, and Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of a certain portion of the existing parking restriction on Dorchester Drive, within the city limits of 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.

WHEREAS, Dorchester Drive is a 26-foot wide local street located on the north side of 15th Street near Vines High School of the Plano Independent School District; and

WHEREAS, the existing parking restriction prohibits parking, stopping, or standing along both sides of Dorchester Drive between Mill Valley Drive and Regal Road at all times; and

WHEREAS, the Plano Symphony Orchestra, the owner of the property at 1635 Dorchester Drive, requested to revise the parking restrictions to allow patrons to park along Dorchester Drive in the evening; and

WHEREAS, the Transportation Engineering Division of the City of Plano proposes to amend certain sections of the Code of Ordinances to revise the effective times of a certain section of the existing no parking, stopping, or standing zones on Dorchester Drive within the city limits of the City of Plano in order to allow on-street parking within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of Dorchester Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances, City of Plano, Texas, is hereby amended to read as follows:

“Dorchester Drive:

- (1) Along the west side of Dorchester Drive from its intersection with Regal Road southward to the end of the ninety-degree curve.
- (2) Along the east/north side of Dorchester Drive from its intersection with Regal Road to its intersection with Mill Valley Drive.”

Section III. Section 12-102(e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by adding the following subsection:

“Dorchester Drive:

- (1) Along the south side of Dorchester Drive from its intersection with Mill Valley Drive westward to the beginning of ninety degree curve between the hours of 7:00 a.m. to 5:00 p.m. on school days.”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

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

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

Section VII. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by 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 VIII. The repeal of any Ordinance or part of an 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 IX. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 19th day of March, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2019-3-8: To amend Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing, and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to extend the existing parking restriction on certain sections of Springhurst Drive, within the city limits of 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.
Adopted

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from parking fines due to the implementation of no parking zones outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/4/2019	Memo
Location Map	2/28/2019	Map
Ordinance	3/1/2019	Ordinance

Date: March 19, 2019

To: Bruce D. Glasscock, City Manager

From: Brian Shewski, P.E., Transportation Manager

Subject: Merriman Estates Residential Parking Restrictions

The City of Plano Transportation Engineering Division implemented parking restrictions along Springhurst Drive and Tigua Drive near the east end of the community last year in response to community concerns over Plano East Senior High School (PESH) students parking on these streets. PESH students continue to park their vehicles in the community impeding flow of traffic near the intersection of Merriman Drive and Springhurst Drive.

The community requested staff to consider expanding the existing parking restrictions along Springhurst Drive, and staff recommends as follows:

Springhurst Drive

- *Both sides of the street between Merriman Drive and Tigua Drive*
- *No Stopping, Standing, or Parking*
- *9 AM – 3 PM on School Days*

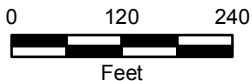
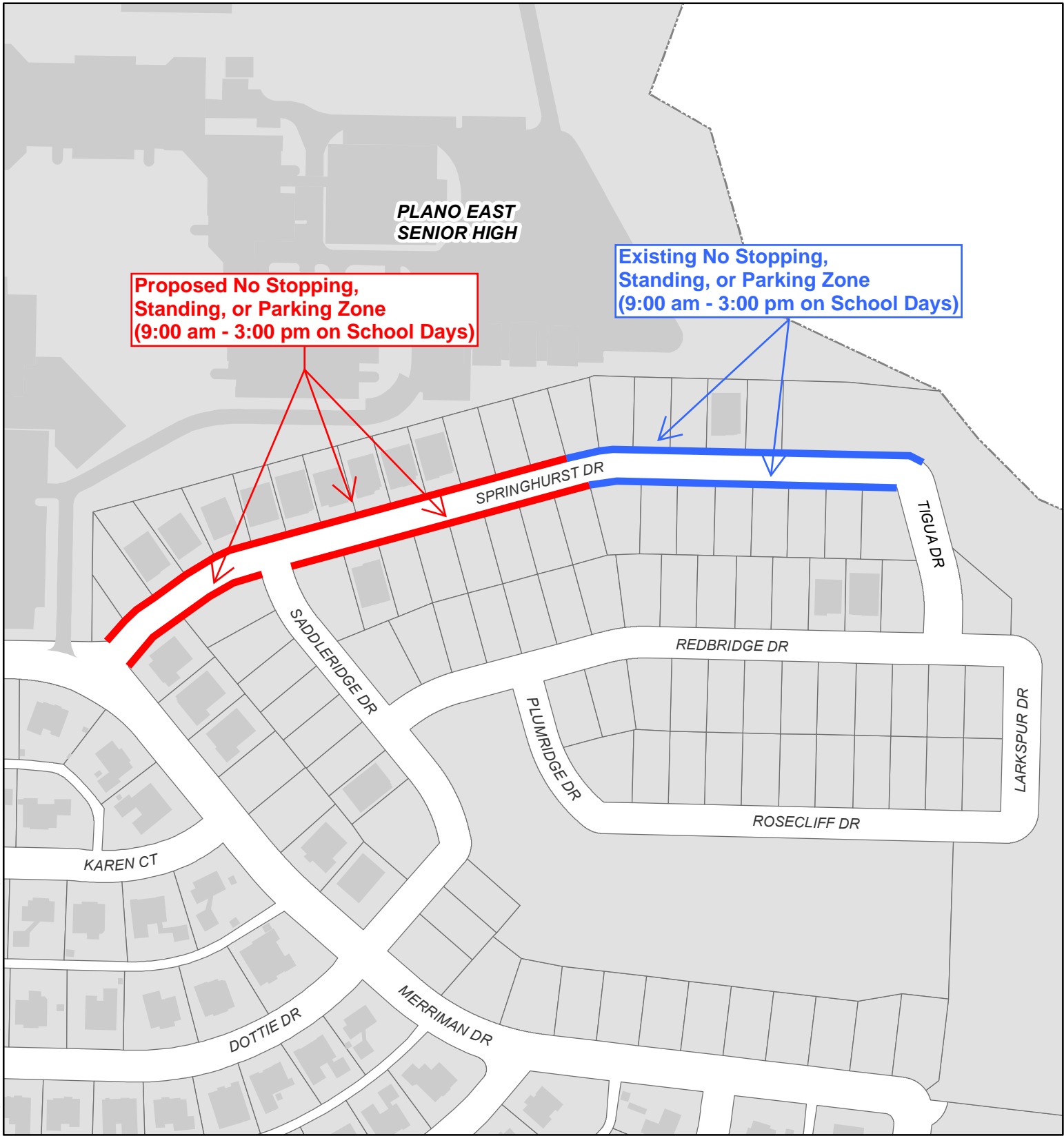
The residents along the street have completed a petition process to determine the level of community support. 19 out of 23 homeowners (82.6 %) that would be affected by the proposed parking restrictions indicated support, which meets the 80 percent approval requirements for residential parking restrictions set forth by Transportation Engineering Division.

Transportation Engineering Division supports the proposed parking restrictions and recommends approval of the ordinance.

**PLANO EAST
SENIOR HIGH**

**Proposed No Stopping,
Standing, or Parking Zone
(9:00 am - 3:00 pm on School Days)**

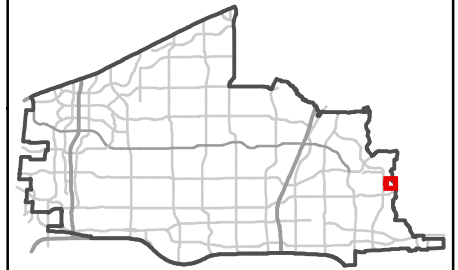
**Existing No Stopping,
Standing, or Parking Zone
(9:00 am - 3:00 pm on School Days)**



City of Plano GIS Division
February, 2019

Proposed Parking Restrictions Springhurst Drive

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-102, Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing, and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to extend the existing parking restriction on certain sections of Springhurst Drive, within the city limits of 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.

WHEREAS, Springhurst Drive is a 26-foot wide residential street located in the community abutting the south property line of the Plano East Senior High School of the Plano Independent School District; and

WHEREAS, Plano East Senior High students park their vehicles on both sides of the street near the intersection of Merriman Drive and Springhurst Drive daily; and

WHEREAS, the proposed parking restrictions will improve safety and traffic flow by removing on-street parking along both sides of Springhurst Drive; and

WHEREAS, the HOA requested to extend the existing no parking, stopping, or standing zones along Springhurst Drive; and

WHEREAS, the HOA successfully completed a petition confirming the community support for the proposed parking restrictions; and

WHEREAS, the Transportation Engineering Division of the City of Plano proposes to amend a certain section of the Code of Ordinances to revise the limits of the existing no parking, stopping, or standing zone along and upon both sides of Springhurst Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of Springhurst Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-102 (e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing, or Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances, City of Plano, Texas, is hereby amended to read as follows:

“Springhurst Drive:

- (1) Along both sides of Springhurst Drive from Merriman Drive to Tigua Drive between the hours of 9:00 a.m. to 3:00 p.m. on school days.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

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

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

Section VI. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by 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 an 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 from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 19th day of March, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2018-025 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 110.5 acres of land located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-43-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract; 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: Silos Harvesting Partners, LP **Tabled to March 25, 2019**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2018-025 2nd Vice Chair Report	3/5/2019	P/Z Follow-up Memo
ZC 2018-025 Follow-Up	3/5/2019	P/Z Follow-up Memo
ZC 2018-025 Write-Up	3/5/2019	Staff Report
ZC 2018-025 Locator	3/5/2019	Map
ZC 2018-025 Exhibit (Bold)	3/5/2019	Map
ZC 2018-025 Aerial with Tracts	3/11/2019	Map
ZC 2018-025 FISD Letter	3/5/2019	Letter
ZC 2018-025 Concept Plan	3/7/2019	Map
ZC 2018-025 Ordinance with Exhibits	3/7/2019	Ordinance

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

ZONING CASE 2018-025

FEBRUARY 18, 2019

SECOND VICE CHAIRMAN'S REPORT

Agenda Item No. 1A – Public Hearing

Zoning Case 2018-025 – Request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive from Central Business-1 to Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Tabled December 17, 2018, January 7, 2019, and January 22, 2019. Project #ZC2018-025.

Applicant: SILOS HARVESTING PARTNERS, LP

Staff Recommendation: Staff recommended approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.
- b. Streets, Drives, and Sidewalks:
 - i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as

amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.

- ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
 - iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.
- c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.
- c. Boardwalk Standards
 - i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.
 - ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:
 - a. Maximum number of units: 795
 - b. Minimum density: 40 dwelling units per acre
 - c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
 - d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
 - e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
 - f. At least 50% 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 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over 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.
 - g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:

- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
- b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
- c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be

responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

Commission Action: After hearing from the Applicant in support of the item, Chair Muns closed the public hearing. After much discussion, upon a motion made by Commissioner Kong and seconded by Commissioner Beach, the Commission voted 4-2 to approve the item subject to the stipulations recommended by staff. Commissioner Barbera and Commissioner Thomas voted in opposition to the item. Commissioners Gibbons and Plonka were absent and did not attend the meeting.

Comments made in support of the motion included:

- The difficulty of rezoning a currently existing facility made this project an acceptable compromise that is supported by the comprehensive plan.
- The adjacent residential use makes the proposed residential use contemplated in this project acceptable.
- The proposed project would allow for a safe environment to live and work.

Comments made in opposition of the motion included:

- The location of the requested use is better suited as an employment center and not appropriate for residential use.
- The requested use incompatible with the surrounding office use.
- The requested residential component of this use is not situated in the best location within this project.

Respectfully Submitted,

Hilton Kong

Hilton Kong Second Vice Chair
City of Plano Planning & Zoning Commission

DATE: February 19, 2019
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 18, 2019

AMS

**AGENDA ITEM NO. 1A - PUBLIC HEARING
ZONING CASE 2018-025
APPLICANT: SILOS HARVESTING PARTNERS, LP**

Request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive **from** Central Business-1 **to** Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Tabled December 17, 2018, January 7, 2019, and January 22, 2019. Project #ZC2018-025.

APPROVED: 4-2 **DENIED:** _____ **TABLED:** _____

The Commissioners voting in opposition of the motion stated concerns pertaining to the Comprehensive Plan and the location of residential uses.

Speaker Card(s) Received	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>1</u>	Oppose: <u>25</u>	Neutral: <u>0</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>24</u>	Oppose: <u>0</u>	Neutral: <u>0</u>

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

- a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.
- b. Streets, Drives, and Sidewalks:
 - i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
 - ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
 - iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
 - iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.
- c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required

to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.

- c. Boardwalk Standards
 - i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.
 - ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

- 4. Mid-Rise Residential Standards:
 - a. Maximum number of units: 795
 - b. Minimum density: 40 dwelling units per acre
 - c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
 - d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
 - e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
 - f. At least 50% 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 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over 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.

- g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:
- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
 - c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.

- iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

FOR CITY COUNCIL MEETING OF: March 19, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

EM/amc

xc: Samuel Ware, Silos Harvesting Partners, LP
William Dahlstrom, Jackson-Walker, LLP
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/HSS43jXB4Hx>

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 18, 2019

Agenda Item No. 1A

Public Hearing: Zoning Case 2018-025

Applicant: Silos Harvesting Partners, LP

DESCRIPTION:

Request to rezone 110.5 acres located at the southeast corner of Legacy Drive and Headquarters Drive **from** Central Business-1 **to** Planned Development-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract. Zoned Central Business-1. Tabled December 17, 2018, January 7, 2019, and January 22, 2019. Project #ZC2018-025.

REMARKS:

The applicant is requesting to rezone the subject property to create a planned development district to allow additional uses in specific locations on the property and modify development standards for the whole site. The existing zoning is Central Business-1 (CB-1). The CB-1 district is intended for use in conjunction with the CE district to permit a highly concentrated business center similar to traditional downtown areas of major cities. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The subject property was developed as a corporate office campus for J.C. Penney. Today, the campus is partially developed with two office buildings totaling approximately 1.8 million square feet, with two parking garages, landscape amenities, and a drainage feature. Excluding existing buildings and other site improvements, approximately 38 acres of land remain undeveloped, primarily along the Headquarters Drive and Legacy Drive frontage. The campus buildings are currently occupied primarily with professional/general administrative offices and include other service uses available to the public such as restaurants, child care, pharmacy, and fitness center. Per the applicant, the building contains approximately 1.83 million square feet of leasable area, of which 1.46 million square feet (80%) are occupied.

With this request, the applicant is proposing to allow mid-rise residential and food truck park uses by right to specific areas of the planned development district. Multifamily uses

require approval of a Specific Use Permit in the CB-1 district. The applicant is also proposing to continue the pedestrian-oriented street pattern established to the east and northeast of the subject property and require open space and other standards to support the proposed development form.

A concept plan, Legacy West Addition, Block E, Lots 2R, 5R, 6R, 7R, and 8 accompanies this request as Agenda Item 1B.

Surrounding Land Use and Zoning

North	Across Headquarters Drive, properties are zoned PD-64-CB-1 and CB-1 and are developed with professional/general administrative office uses.
East	Single-family residences zoned PD-65-CB-1, park, future retail, and bank zoned CB-1. Across Communications Parkway is a mixed-use development also zoned PD-65-CB-1.
South	Across Legacy Drive, professional/general administrative offices and undeveloped properties zoned Commercial Employment (CE).
West	Across Legacy Drive, professional/general administrative offices zoned CE.

Proposed Development Stipulations

The requested zoning is PD-CB-1. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to allow the following uses by right:

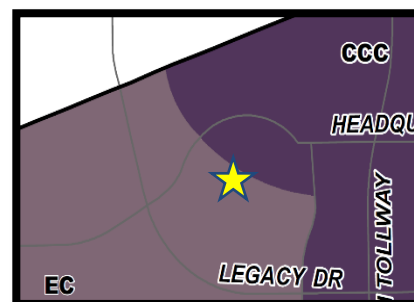
- Mid-Rise Residential (minimum five floors of multifamily residential occupancy) to the area northwest of the existing buildings and as defined by Tract 1 on the zoning exhibit, and
- Food Truck Park to the area south and west of the existing buildings and as defined by Tract 2 on the zoning exhibit.

Design Standards - The language in the proposed PD district would allow the site to be developed with street, sidewalk, open space, and other standards intended to support a higher concentration of uses and encourage livability and walkability.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map designates the northern portion of the property as Compact Complete Center (CCC) and the remainder, and majority of the property, as Employment Center (EC).

The CCC future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service,



entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.

The EC future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

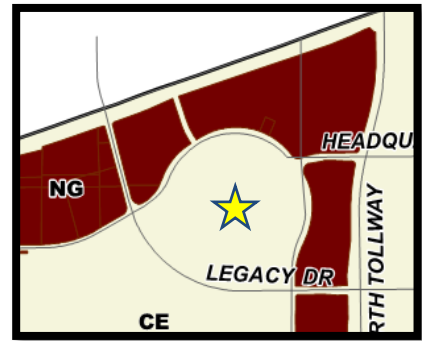
The northern portion of the subject property is designated as CCC; the remainder, and majority of the property, is designated as EC. The CCC and EC designations are distinct in regards to recommended uses and site design. The applicant's request separates the subject property into two tracts with uses and standards intended to incorporate the recommendations of the two Future Land Use Map categories.

The CCC designated portion of the property includes two small undeveloped parcels available for infill development. This portion of the property is identified as Tract 1 within the zoning exhibit and is referenced in the planned development stipulations. The applicant is proposing mid-rise residential buildings served by structured parking. Additionally, the zoning exhibit identifies pedestrian pathways connecting the residential development to the office development, open space, and adjacent future city park.

The remainder, and significantly larger portion of the subject property, is designated as EC. This portion includes the majority of the undeveloped land and an existing pond amenity. This area is identified as Tract 2 within the zoning exhibit and planned development stipulations. Tract 2 includes uses in conformance with the current CB-1 zoning; although, the applicant is proposing the additional use of food truck park by right.

The planned development proposes blocks to be separated by pedestrian-oriented streets built with wide sidewalks, on-street parking, and street trees in accordance with city standards. Tract 2 focuses development around a centralized pond amenity with a proposed boardwalk improvement. As shown, commercial uses could be developed with either surface or structured parking. The connectivity, open space, and other amenities are important to create a development pattern and environment suitable to support quality of life for the residents in Tract 1 in addition to supporting a quality business environment for the density anticipated by CB-1 zoning.

Growth and Change Map - The purpose of the Growth and Change Map is to describe the level of change that is expected to occur on sites around the city and provide general direction for new development and redevelopment projects. The Growth and Change Map designates the subject property as Conserve and Enhance (CE).



CE areas are expected to retain the current form of development but will experience some minor infill and ongoing rehabilitations consistent with the present form and character.

The existing CB-1 zoning currently allows multi-story buildings with minimal building setbacks as shown on the companion concept plan. Although the requested PD would change the permitted uses, the restrictions would allow the existing suburban office campus to remain, but would change the present form and character of the property to accommodate urban development with pedestrian-oriented street standards. This level of change may be consistent with rehabilitation of the existing suburban-style office campus as is specified by the Conserve and Enhance designation, due to the existing zoning and combination of Future Land Use designations on the site.

Taking a broad view of development in the general area, the applicant's zoning request allows this property to serve as a transition between two development styles. The applicant is proposing standards that would marry the urban development form occurring to the east and northeast of the subject property with redevelopment of the existing low-rise campus development onsite, and existing low-density development to the west and south. The proposed rehabilitation is not consistent with the existing form, but, except for land use requests, is allowed by right under the current CB-1 zoning.

Land Use Policy - *Plano will support a system of organized land uses to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The requested PD would provide greater housing and employment choices for the area. The residential uses are organized to be contiguous with the existing single-family residences within the adjacent PD-65-CB-1. The proposed planned development requires standards that would respect the existing corporate campus by allowing the office development and some immediate open space amenities to remain, while complimenting them with new development and urban street standards throughout the remainder of the property. The request intends to blend the suburban corporate campus with new, infill commercial development along Legacy Drive and Headquarters Drive, supported by additional housing adjacent to existing residential to the east.

The proposal includes open space placed adjacent to the existing single-family neighborhood to the east, preserving the existing trees and open area. This open space area varies, but is approximately 100 feet at the narrowest. Additionally, the applicant is proposing a maximum building height within proximity to the existing single-family residences. Further, the applicant is proposing street trees and enhanced facade

materials along the Headquarters Drive street frontage, facing existing commercial properties. The request has been organized and developed with standards demonstrating respect for existing neighborhoods and businesses. This zoning request is in conformance with the Land Use Policy.

Community Design Policy - *Plano will promote and incorporate unique and functional community design components with new developments, public spaces, and streetscapes to enrich areas throughout the city, create distinctive visual character, and ensure a citywide pedestrian-friendly environment.*

The requested PD includes required open spaces and pedestrian-oriented streets throughout the subject property. The creation of a boardwalk along the pond and the existing plaza open space to the north of the existing campus could create areas of distinctive visual character within the subject property. If these areas are developed and established with a focus on creating distinctive visual character and maintaining the pedestrian-friendly environment, this zoning request would be fully in conformance with the Community Design Policy.

Undeveloped Land Action Statement UL3 - *Situate new housing growth adjacent to existing residential neighborhoods.*

The applicant is proposing housing adjacent to the existing single-family residences within PD-65-CB-1 to the east. This request is in conformance with this policy statement.

Adequacy of Public Facilities - Water and sanitary sewer services are currently in place to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity, if the property is developed with residential uses.

School Capacity - The subject property is served by both the Plano Independent School District and the Frisco Independent School District. The residential uses have been restricted to the portion of the site served by the Frisco Independent School District, which has provided a letter regarding school capacity and staff has included as an attachment.

Public Safety Response Time - The nearest fire station is Station 13, located approximately a half-mile away. Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the introduction of 795 mid-rise residential units on a portion of Tract 1 versus the potential development of 250,000 square feet of office uses within the same land area. The following table shows the estimated traffic generation during a single hour during weekday peak hour (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	Building Area or Unit Total	AM	PM
Possible Professional general/administrative office (Tract 1)	250,000 square feet	388	373
Proposed Mid-Rise Residential (Tract 1)	795 units	278	350

From the table above, the ITE data projects that multifamily residential development would generate 39% less peak hour morning traffic and 7% less peak hour evening traffic.

Access to and Availability of Amenities and Services - Immediately to the east of the subject property is City of Plano park land which is currently not developed. In addition to this future park, the applicant will be providing 13.9 acres of open space and other amenities to serve residents. The subject property falls into [Park Fee Area 14](#), and fees to support future parks will be collected at the time building permits are pulled. Public and private open space will be provided to serve residents within the subject property, per the proposed PD standards.

The subject property is located within the Parr Library’s service area, and service to future residents would be possible with the current library resources.

ISSUES:

Residential Uses

The requested mid-rise residential use is proposed within vacant infill portions of the subject property, adjacent to the existing suburban office campus. The requested PD would allow a total of 795 mid-rise residential units to be constructed within Tract 1 on the zoning exhibit with development standards to specify density, setback, parking, and building design requirements for these uses.

As proposed, mid-rise residential would be permitted in areas which are in conformance with the Comprehensive Plan’s Future Land Use Map and Undeveloped Land Action Statement UL3. The PD proposes standards which would require open space and pedestrian connections to support residential uses within Tract 1, and the applicant is proposing to locate mid-rise residential adjacent to the existing single-family neighborhood to the east, creating continuity of residential development. Additionally, the applicant is also proposing a height limitation to create predictability for current residents. The height and setback proposed will be similar to the existing and proposed mixed-use development on the east side of Communications Parkway.

For these reasons, staff is in support of the proposed mid-rise residential use.

Open Space

The zoning exhibit identifies open space areas defined as follows:

1. Open space - 13.9 acres, including a 7-acre space to the north of the existing office building and other open space areas surrounding the existing office development.
2. Pond amenity - 3.5 acres located adjacent to Legacy Drive.
3. Boardwalk - 0.8 acre encircling the pond amenity.

The proposed PD restrictions specify that open space must be constructed in accordance with the zoning exhibit, with minor adjustments as needed for engineering the pond amenity. In total, open space accounts for 18.2 acres which equates to 17.8% of the subject property, exclusive of public rights-of-way. A majority of the proposed open space areas are adjacent to Tract 1, and will be connected via wide, tree-lined sidewalks to the proposed residential uses and future public park. The pond amenity and boardwalk will be used as amenities for future nonresidential uses. Staff is in support of the proposed open space standards.

Street Standards

The applicant is proposing to utilize the Urban Mixed-Use (UMU) street standards for internal streets. The zoning exhibit and accompanying concept plan show proposed minor streets which will allow lots internal to the site to gain required access and street frontage. The UMU standards require on-street parking, wider sidewalks, and street trees throughout the undeveloped portion of the subject property. The applicant is requesting minor flexibility in these standards to keep two existing divided entrances as currently constructed. Further, the applicant is proposing wider sidewalks and street trees along public street frontages to provide continuity with the Legacy West development to the east. Staff is in support of the proposed street standards.

Phasing

The zoning exhibit shows four phases of development within the subject property. The phasing of development, with associated improvements, is summarized as follows:

Phase I: The existing office buildings, one 7-acre open space, and two 1-acre open space areas.

Phase II: A proposed hotel (Legacy West Addition, Block E, Lot 8), and future nonresidential development. Streets, sidewalks, landscaping, and pedestrian improvements must be constructed prior to the issuance of the first certificate of occupancy for any building, and prior to the approval of a building permit for any use.

Phase III: The mid-rise residential uses, existing parking garages, and open space areas. This phase will include pedestrian connections around the parking garages to create continuity of pedestrian movements around the existing campus buildings.

Phase IV: Future nonresidential development consistent with CB-1 zoning and the PD as proposed, including street improvements.

The phasing standards are related to the timing of construction of improvements, including the boardwalk, and platting of open space. No residential units may receive a building permit until 13.9 acres of open space are shown on an approved preliminary plat. Other improvements including streets, drives, sidewalks, landscaping, and open space, must be completed and approved prior to any certificate of occupancy for a new building within the phase. Additionally, the boardwalk has unique standards to ensure it has a consistent aesthetic and is contiguous to other boardwalk segments. Lastly, the property owner is required to enter into a development agreement with the city to ensure the boardwalk improvements will be constructed. Staff believes the proposed phasing standards are sufficient to require improvements which will support residential and nonresidential development.

Public and private improvements are proposed to be phased. Contractually, some improvements will be completed by the developer and others will be the responsibility of the individual builders. The phasing is intended to protect the overall value of the project as well as ensure consistency through the urban development form. Phasing requirements are included within the PD stipulations so that vertical building construction is completed simultaneously with horizontal public improvements to avoid a disjointed building form that might result in poor community design due to market or other unforeseen conditions.

Building Material Standards

Section 23.200 (Residential Structures) of Article 23 (Exterior Wall Construction Standards) of the Zoning Ordinance contains the following material standards for residential buildings:

“Exterior wall construction for residential structures and retirement housing shall consist of a minimum of 80% masonry, 3-step stucco, and/or glass, 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 Exterior Insulation and Finish Systems (EIFS).”

The applicant is proposing a more restrictive standard intended to create higher quality building facades which would require 50% of any exposed exterior wall of main buildings, parking structures, and accessory buildings to consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. Additionally, all exterior building materials made of glass must have a maximum exterior visible reflectance of 20%. Staff is in support of these proposed restrictions.

Other Standards

Finally, the applicant is proposing two other standards associated with the request:

1. Allowing food truck park as an additional permitted use in Tract 2. This use could be incorporated to support businesses onsite and activate public spaces such as the boardwalk area.
2. Since shared improvements are required, a governance association is necessary to ensure responsibility for long-term maintenance of common assets.

The proposed standards are sufficient to require the construction of pedestrian-oriented improvements throughout the site, and to support existing and proposed uses as the property develops in the future. Staff is in support of these standards.

SUMMARY:

This is a request to rezone the subject property **from** Central Business-1 **to** Planned Development-Central Business-1 to allow residential uses and modify development standards. The applicant is proposing to allow mid-rise residential uses within the northwest portion of the property consistent with the CCC designation of the Future Land Use Map. The proposed standards are intended to provide amenities and improvements to support residential uses and future commercial development. The standards are sufficient to support residential development, and the request is generally in conformance with the policies and recommendations of the Comprehensive Plan. Staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
 - ii. Food Truck Park within Tract 2
2. General Standards:
 - a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements

must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.

b. Streets, Drives, and Sidewalks:

- i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
- ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
- iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.
- iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.

c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

- a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.
- b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.
- c. Boardwalk Standards

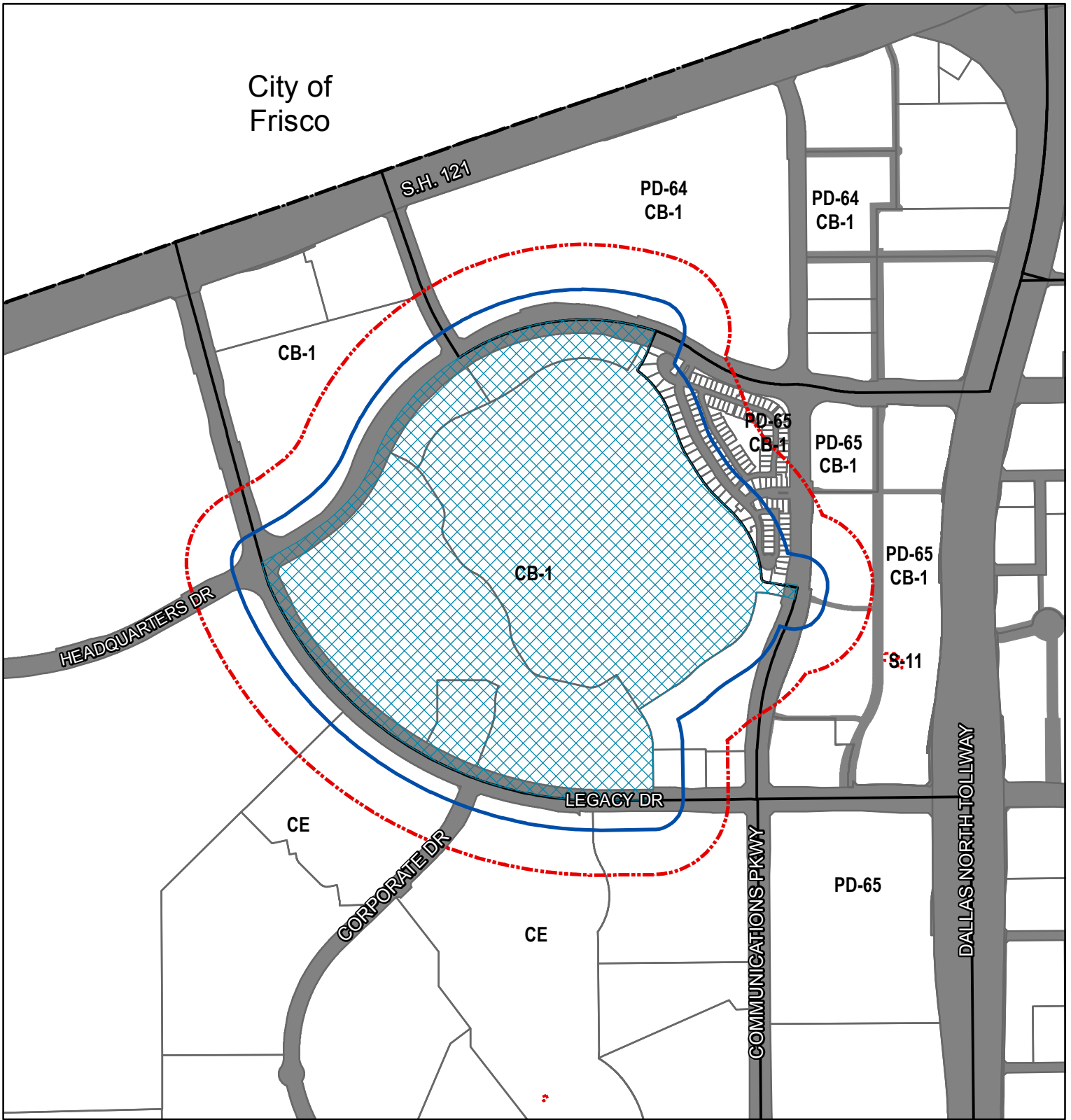
- i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.
 - ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.
4. Mid-Rise Residential Standards:
 - a. Maximum number of units: 795
 - b. Minimum density: 40 dwelling units per acre
 - c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.
 - d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
 - e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
 - f. At least 50% 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 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over 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.
 - g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit

- ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:
- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.
 - c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.
 - i. Phasing of Boardwalk by Segment
 - 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
 - ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to

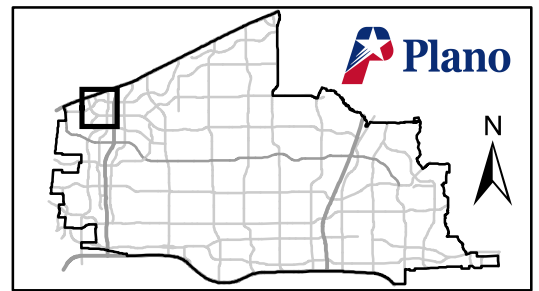
approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

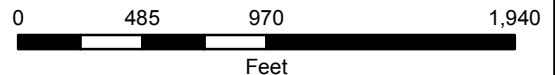
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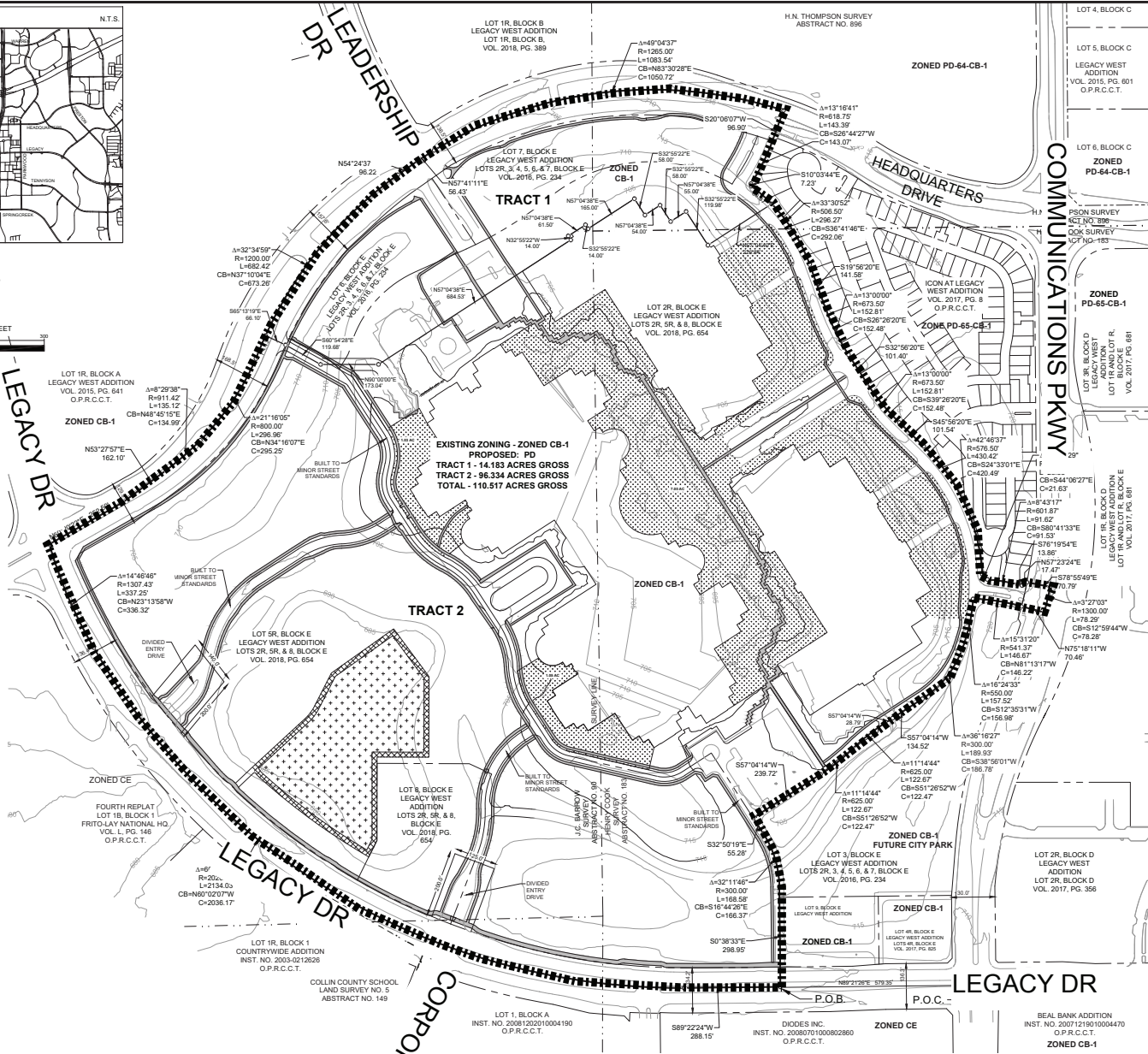
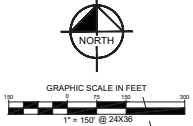
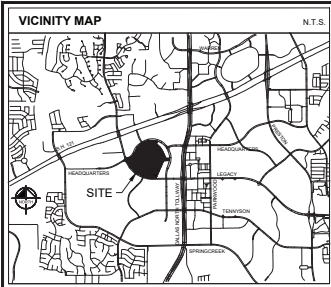


Zoning Case: 2018-025
 Existing Zoning: Central Business-1 (CB-1)
 Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)



- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit





LEGEND		OPEN SPACE CATEGORIES	
[Pattern]	BOARDWALK	0.79%	0.78 ACRES
[Pattern]	OPEN SPACE	13.83%	13.98 ACRES
[Pattern]	FUNDAMENTY	2.42%	2.50 ACRES
	OPEN SPACE TOTAL	17.05%	17.26 ACRES
	SITE TOTAL		102.26 ACRES

NOTE: SITE TOTAL OF 102.26 IS NET OF BLDG INCLUDED IN OVERALL ZONING BOUNDARY.

LEGEND	
[Line]	PROPERTY LINE
[Line]	TRACT LINE
[Line]	LIMITS OF ZONING
[Line]	EXISTING CONTOUR
[Line]	PEDESTRIAN ACCESS ROUTES

ZONING CASE # 2018-025
ZONING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
 H.N. THOMPSON SURVEY, ABSTRACT NO. 896
 J.C. BARROW SURVEY, ABSTRACT NO. 90
 COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
 CITY OF PLANO, COLLIN COUNTY, TEXAS

NOTES:
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

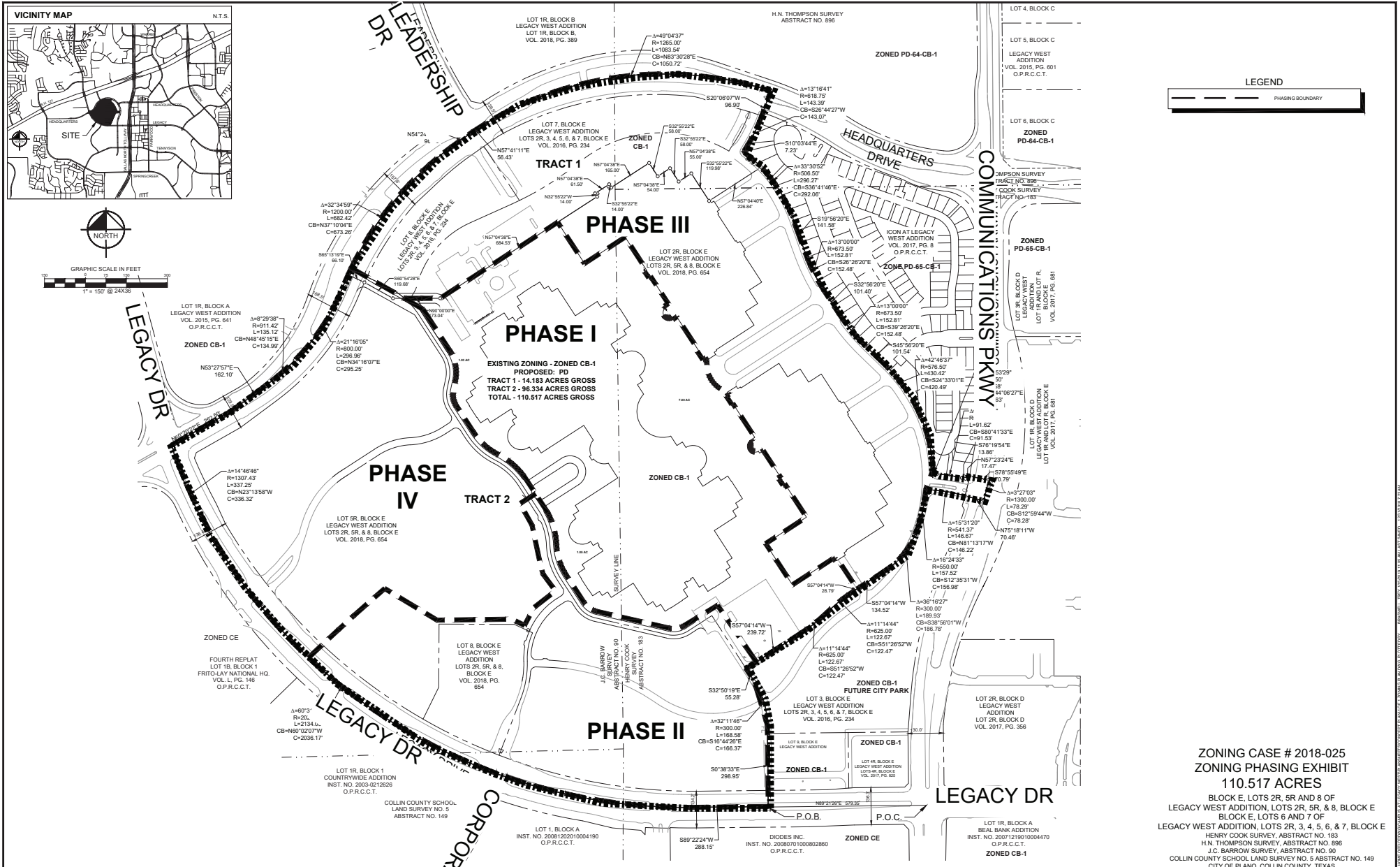
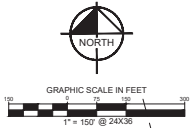
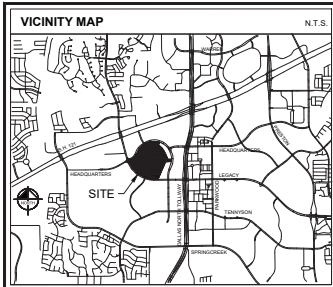
OWNER/APPLICANT:
 SILCO HARVESTING PARTNERS, LP
 c/o CUMBERLAND HILL SCHOOL BUILDING
 1901 N. AKARD STREET
 DALLAS, TX 75201
 CONTACT: Brian Straley

SURVEYOR/PREPARER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 Noel Road
 Two Galleria Office Tower, Suite 700
 Dallas, TX 75240
 Contact: Dana Brown, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240
 Tower, Suite 700, Dallas, Texas 75240
 FIRM # 10115500
 Tel. No. (972) 770-1300
 Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SRD	DAB	DEC. 2018	068111009	1 OF 3



ZONING CASE # 2018-025
ZONING PHASING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
 H.N. THOMPSON SURVEY, ABSTRACT NO. 896
 J.C. BARROW SURVEY, ABSTRACT NO. 90
 COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
 CITY OF PLANO, COLLIN COUNTY, TEXAS

NOTES:
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from this zoning case.

OWNER/APPLICANT:
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SRD	DAB	DEC. 2018	068111009	3 OF 3

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 140, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows.

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**.

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit:
 South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 60°31'49", a radius of 2020.00 feet, a chord bearing and distance of North 60°02'07" West, 2036.17 feet;
 In a northerly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 14°46'46", a radius of 1307.43 feet, a chord bearing and distance of North 23°19'58" West, 336.32 feet;
 In a northerly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit:
 North 60°20'22" East, a distance of 252.50 feet to a point for corner;
 North 53°27'57" East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°29'36", a radius of 911.42 feet a chord bearing and distance of North 48°45'15" East, 134.99 feet;
 In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 21°10'05", a radius of 800.00 feet, a chord bearing and distance of North 34°16'07" East, 255.25 feet;
 In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;
 In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;
 North 54°24'37" East, a distance of 98.22 feet to a point for corner;
 North 57°41'11" East, a distance of 56.43 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 49°04'37", a radius of 1265.00 feet, a chord bearing and distance of North 83°30'28" East, 1050.72 feet;
 In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Lot at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet.

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwestwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit:
 South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner;
 South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;
 South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;
 South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A, and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances to wit:
 In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;
 South 76°19'54" East, a distance of 13.86 feet to a point for corner;
 North 57°23'24" East, a distance of 17.47 feet to a in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

THENCE with said centerline, in a southwestwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

THENCE departing said centerline, North 75°18'11" West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of 15°31'20", a radius of 541.37 feet, a chord bearing and distance of North 81°13'17" West, 146.22 feet;

THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northerly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 550.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

THENCE with the northwest line of said Lot 3, Block E, the following courses and distances to wit:
 In a southwestwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of 36°16'27", a radius of 300.00 feet, a chord bearing and distance of South 38°56'01" West, 186.78 feet;
 In a southwestwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;
 South 57°04'14" West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
 In a southwestwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;
 In a southwestwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner;
 South 57°04'14" West, a distance of 239.72 feet to the westernmost corner of said Lot 3, Block E;

THENCE with the west line of said Lot 3, Block E, the following courses and distances to wit:
 South 32°50'19" East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of 32°11'46", a radius of 300.00 feet, a chord bearing and distance of South 16°44'26" East, 166.37 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;
 South 0°38'33" East, a distance of 298.95 feet to the **POINT OF BEGINNING** and containing 110.517 acres of land.

Beating system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING CASE # 2018-025
ZONING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
 H.N. THOMPSON SURVEY, ABSTRACT NO. 896
 J.C. BARROW SURVEY, ABSTRACT NO. 90
 COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
 CITY OF PLANO, COLLIN COUNTY, TEXAS

NOTES:

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

OWNER/APPLICANT:
 SILOS HARVESTING PARTNERS, LP
 c/o CUMBERLAND HILL SCHOOL BUILDING
 1901 N. AKARD STREET
 DALLAS, TX 75201
 CONTACT: Brian Straley

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 Contact: Dana Brown, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300
Scale n/a	Drawn by SRD	Checked by DAB
Date DEC. 2018	Project No. 068111009	Sheet No. 2 OF 3



Zoning Case 2018-025

Tract 1 and Tract 2

Legend

ZC2018-025 Tracts

-  TRACT 1
-  TRACT 2

TRACT 1

TRACT 2

Produced by Business Intelligence/GIS, City of Plano
1/23/2019

This map and information in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at the party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may



0 300 600
Feet

Erica Marohnic

From: Wassam, Lori <WassamL@friscoisd.org>
Sent: Friday, December 21, 2018 3:26 PM
To: Erica Marohnic
Cc: Warstler, Scott
Subject: RE: ZC2018-025 (Planned Development Request for Multifamily Residence, Single-family Residence Attached and Detached with modified development standards)

Good afternoon,

After looking at the proposed site, it appears that very little of the total development is within our ISD boundaries, so even if some of the residential does lie within the boundaries, the enrollment impact should be negligible. Regardless, we would obviously serve any eligible students living in the area and address school capacity concerns as necessary.

The schools zoned for our portion of this development are as follows:

Riddle Elementary School
Clark Middle School
Lebanon Trail High School

Please let us know if you need any more information or if it would be advisable for a Frisco ISD representative to attend the meeting.

Take care and happy holidays!



Lori Wassam

Internal Demographer
469.633.6032
wassaml@friscoisd.org

Frisco ISD
Administration
5515 Ohio Drive
Frisco, Texas 75035

[Click here for
information on Frisco
ISD Attendance Zones](#)

Zoning Case 2018-025

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-43-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract; 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 19th day of March 2019, for the purpose of considering rezoning 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-43-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract; 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 19th day of March 2019; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 110.5 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No.

896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located at the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 Planned Development-43-Central Business-1 in order to add uses to specific areas and modify development standards for the entire tract, said property being described in the legal description on Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

a. The following additional uses are permitted by right:

- i. Mid-rise residential within Tract 1; and,
- ii. Food Truck Park within Tract 2

2. General Standards:

a. Development of the property, including but not limited to, blocks, streets, open space, bike/pedestrian access, drainage, utilities, and any related easements must comply with the zoning exhibit subject to minor adjustments upon final design and engineering of the pond amenity as agreed to by the City of Plano through the site plan approval process.

b. Streets, Drives, and Sidewalks:

- i. Streets, drives, and sidewalks internal to the development must be constructed in conformance with Zoning Ordinance Sections 10.700.10.A, B, and H, as amended, of the Urban Mixed-Use zoning district standards, with the exception of divided entry drives which must meet City of Plano firelane standards and lot lines may extend to the centerline of the private streets.
- ii. Sidewalks must have a minimum unobstructed width of 7-feet and must be placed along all street frontages. Sidewalks are in addition to and placed adjacent to street tree areas.
- iii. Except as otherwise provided, street trees along public streets must be provided at a rate of one 4-inch caliper tree per 35 feet of street frontage per side. Street trees measuring 12 inches or greater in caliper may be provided at a rate of one tree per 50 feet of street frontage per side. Adjacent to retail uses, street trees are required at the rate of one tree per 100 feet of major and minor street

frontage. Trees shall be placed in planting beds or tree grates within five feet of the back of the street curb. Exact spacing and location of street trees shall be determined at the time of site plan approval.

iv. Lots may derive required lot frontage from internal streets that meet the requirements of the Subdivision Ordinance.

c. Minimum setback along Headquarters Drive: 20 feet from back of street curb to building. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to 5 feet into the setback but may not encroach into the right-of-way.

3. Open Space Standards

a. Open space must comply with the Zoning Exhibit, subject to minor adjustments upon final design and engineering of the pond amenity, blocks, streets, bike/pedestrian access, drainage, utilities, and any related easements. Minor adjustments cannot decrease the total amount of open space provided on the zoning exhibit.

b. Open space located between the existing parking garages and the existing concrete fire lane on the east side of the existing parking garages is not required to comply with the “usable open space” standards under Section 10.700.11 of the Zoning Ordinance.

c. Boardwalk Standards

i. The entire pond edge and boardwalk shall utilize the same materials, colors, and hardscape to create a consistent design aesthetic, as established by the initial phase of construction.

ii. The boardwalk must maintain a minimum width of 10 feet clear and unfenced in all locations and will extend fully from property line to property line along the pond edge.

4. Mid-Rise Residential Standards:

a. Maximum number of units: 795

b. Minimum density: 40 dwelling units per acre

c. Mid-rise residential development is exempt from the supplemental regulations of Sections 13.800 (Usable Open Space) and 15.800 (Multifamily Residence) of the Zoning Ordinance.

- d. Structured parking located within residential buildings, except for entrances/exits into such parking structures, must not be visible from Headquarters Drive. Visible portions of the structured parking for all building elevations must be compatible with the exterior of the main building.
 - e. A minimum of 75% of mid-rise residential units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space except for ground floor units which face Headquarters Drive.
 - f. At least 50% 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 of the Zoning Ordinance may be used on the remaining 50% of any exposed exterior wall, except that for buildings 55 feet in height and over 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.
 - g. Minimum parking requirements:
 - i. One bedroom or less: One parking space per unit
 - ii. Two bedrooms: 1.5 parking spaces per unit
 - iii. Three bedrooms or more: Two parking spaces per unit
 - h. Maximum Height: Seven stories within 200 feet of single-family lots.
5. Phasing:
- a. Prior to or concurrent with approval of a building permit for any mid-rise residential uses, a preliminary plat for a minimum of 13.9 acres of open space must be approved.
 - b. Except as otherwise provided herein, all streets, drives, sidewalks, landscaping, open space, and associated improvements shown within a phase of development on the zoning exhibit must be completed and approved by the City of Plano prior to the issuance of the first certificate of occupancy for a new building within that

phase of development. Within Tract 1 of the zoning exhibit, associated improvements include sidewalks, street trees, and open space constructed and installed consistent with approved open space and landscape plans.

- c. Boardwalk Phasing and Standards - A boardwalk must be constructed around the pond as shown on the Zoning Exhibit and in segments as consecutively ordered and specified herein.

- i. Phasing of Boardwalk by Segment

- 1. Boardwalk Segment 1: Boardwalk parallel to Legacy Drive, boardwalk along the first lot to develop, and any boardwalk necessary to connect these two sections of boardwalk.
 - 2. Boardwalk Segment 2: Boardwalk along the second lot to develop and any boardwalk necessary to connect to the existing boardwalk in Boardwalk Segment 1.
 - 3. Boardwalk Segment 3: All remaining sections of boardwalk around the pond must be constructed within twelve months of the issuance of the first certificate of occupancy for a building associated with Boardwalk Segment 2.
- ii. No Building Permit or Certificate of Occupancy will be issued on any property within a segment until the boardwalk within the previous segment is complete.
 - iii. The boardwalk on each lot must be completed prior to the issuance of the first certificate of occupancy for that lot.
 - iv. Property owner(s) must enter into a development agreement with the City of Plano to escrow or performance bond all boardwalk improvements prior to approval of the initial plat adjacent to the pond subsequent to approval of this planned development district.

6. Governance Association

Applications for building permits for development within the district shall not be accepted or approved until a property owners' governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

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 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 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 19TH DAY OF MARCH 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2018-025

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South $89^{\circ}22'24''$ West, a distance of 579.35 feet to the POINT OF BEGINNING;

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit: South $89^{\circ}22'24''$ West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $60^{\circ}31'49''$, a radius of 2020.00 feet, a chord bearing and distance of North $60^{\circ}02'07''$ West, 2036.17 feet; In a northwesterly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $14^{\circ}46'46''$, a radius of 1307.43 feet, a chord bearing and distance of North $23^{\circ}13'58''$ West, 336.32 feet; In a northwesterly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit: North $60^{\circ}20'22''$ East, a distance of 252.50 feet to a point for corner; North $53^{\circ}27'57''$ East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $8^{\circ}29'38''$, a radius of 911.42 feet a chord bearing and distance of North $48^{\circ}45'15''$ East, 134.99 feet; In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $21^{\circ}16'05''$, a radius of 800.00 feet, a chord bearing and distance of North $34^{\circ}16'07''$ East, 295.25 feet; In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $32^{\circ}34'59''$, a radius of 1200.00 feet, a chord bearing and distance of North $37^{\circ}10'04''$ East, 673.26 feet; In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner; North $54^{\circ}24'37''$ East, a distance of 96.22 feet to a point for corner; North $57^{\circ}41'11''$ East, a distance of 56.43 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $49^{\circ}04'37''$, a radius of 1265.00 feet, a chord bearing and distance of North $83^{\circ}30'28''$ East, 1050.72 feet; In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit: South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet; In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner; South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet; In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner; South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet; In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner; South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet; In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet; In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances to wit: In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner; South 76°19'54" East, a distance of 13.86 feet to a point for corner; North 57°23'24" East, a distance of 17.47 feet to a in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

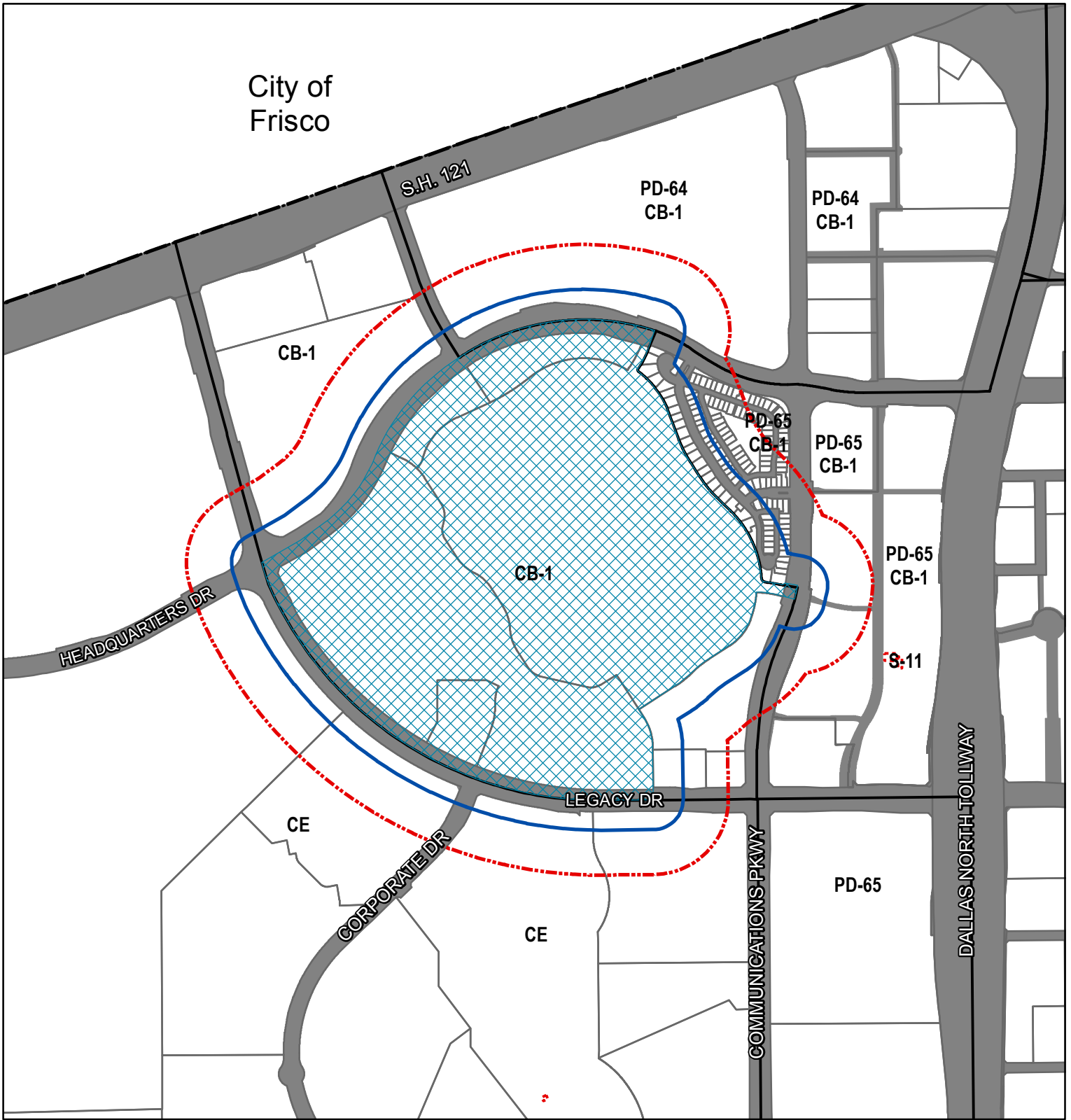
THENCE with said centerline, in a southwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

THENCE departing said centerline, North $75^{\circ}18'11''$ West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of $15^{\circ}31'20''$, a radius of 541.37 feet, a chord bearing and distance of North $81^{\circ}13'17''$ West, 146.22 feet;

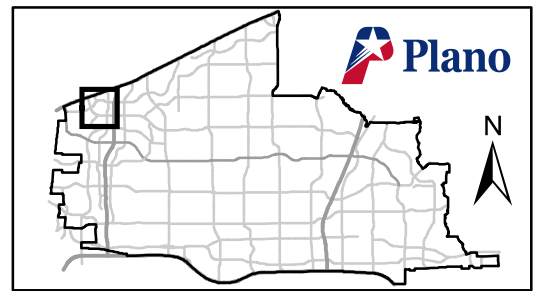
THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northwesterly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $16^{\circ}24'33''$, a radius of 550.00 feet, a chord bearing and distance of South $12^{\circ}35'31''$ West, 156.98 feet;

THENCE with the northwest line of said Lot 3, Block E, the following courses and distances to wit: In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of $36^{\circ}16'27''$, a radius of 300.00 feet, a chord bearing and distance of South $38^{\circ}56'01''$ West, 186.78 feet; In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner; South $57^{\circ}04'14''$ West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet; In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet; In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner; South $57^{\circ}04'14''$ West, a distance of 239.72 feet to the westernmost corner of said Lot 3, Block E;

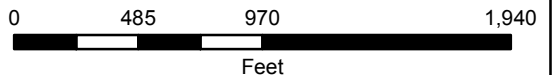
THENCE with the west line of said Lot 3, Block E, the following courses and distances to wit: South $32^{\circ}50'19''$ East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of $32^{\circ}11'46''$, a radius of 300.00 feet, a chord bearing and distance of South $16^{\circ}44'26''$ East, 166.37 feet; In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner; South $0^{\circ}38'33''$ East, a distance of 298.95 feet to the POINT OF BEGINNING and containing 110.517 acres of land.

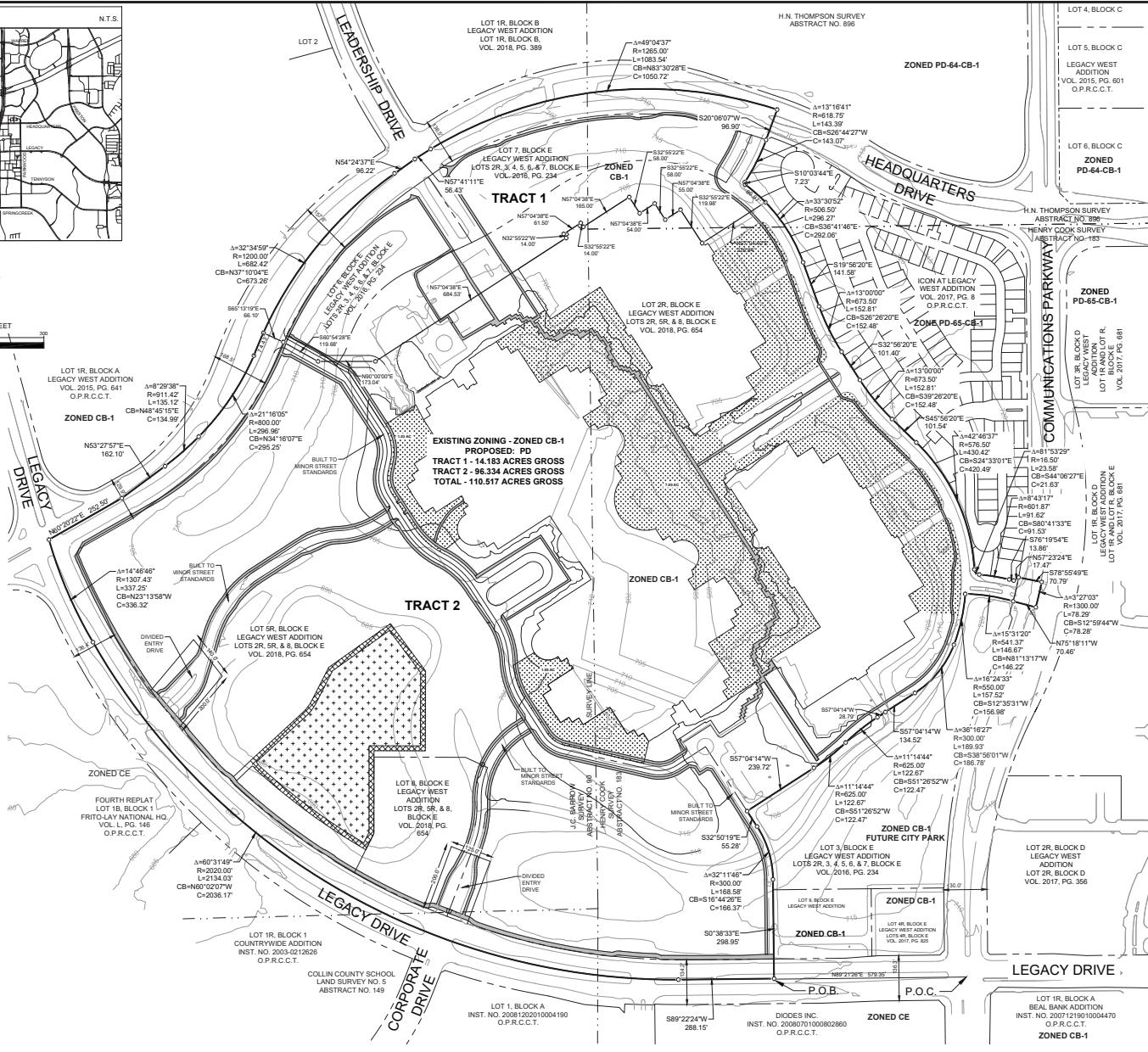
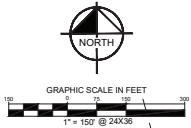
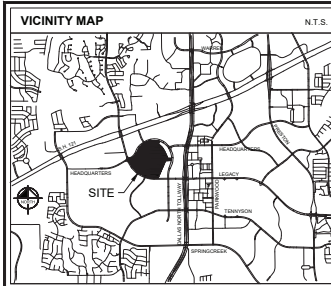


Zoning Case: 2018-025
 Existing Zoning: Central Business-1 (CB-1)
 Proposed Zoning: Planned Development-Central Business-1 (PD-CB-1)



- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit





LEGEND		OPEN SPACE CATEGORIES	
	BOARDWALK	0.79%	0.78 ACRES
	OPEN SPACE	13.83%	13.98 ACRES
	PAVED AREA	8.43%	3.50 ACRES
	OPEN SPACE TOTAL	17.62%	18.16 ACRES
	SITE TOTAL		102.88 ACRES

NOTE: SITE TOTAL OF 102.88 IS NET OF ROW INCLUDED IN OVERALL ZONING BOUNDARY.

LEGEND	
	PROPERTY LINE
	TRACT LINE
	LIMITS OF ZONING
	EXISTING CONTOUR
	PEDESTRIAN ACCESS ROUTES

ZONING CASE # 2018-025
ZONING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
 H.N. THOMPSON SURVEY, ABSTRACT NO. 896
 J.C. BARROW SURVEY, ABSTRACT NO. 90
 COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
 CITY OF PLANO, COLLIN COUNTY, TEXAS

NOTES:
 Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from this zoning case.

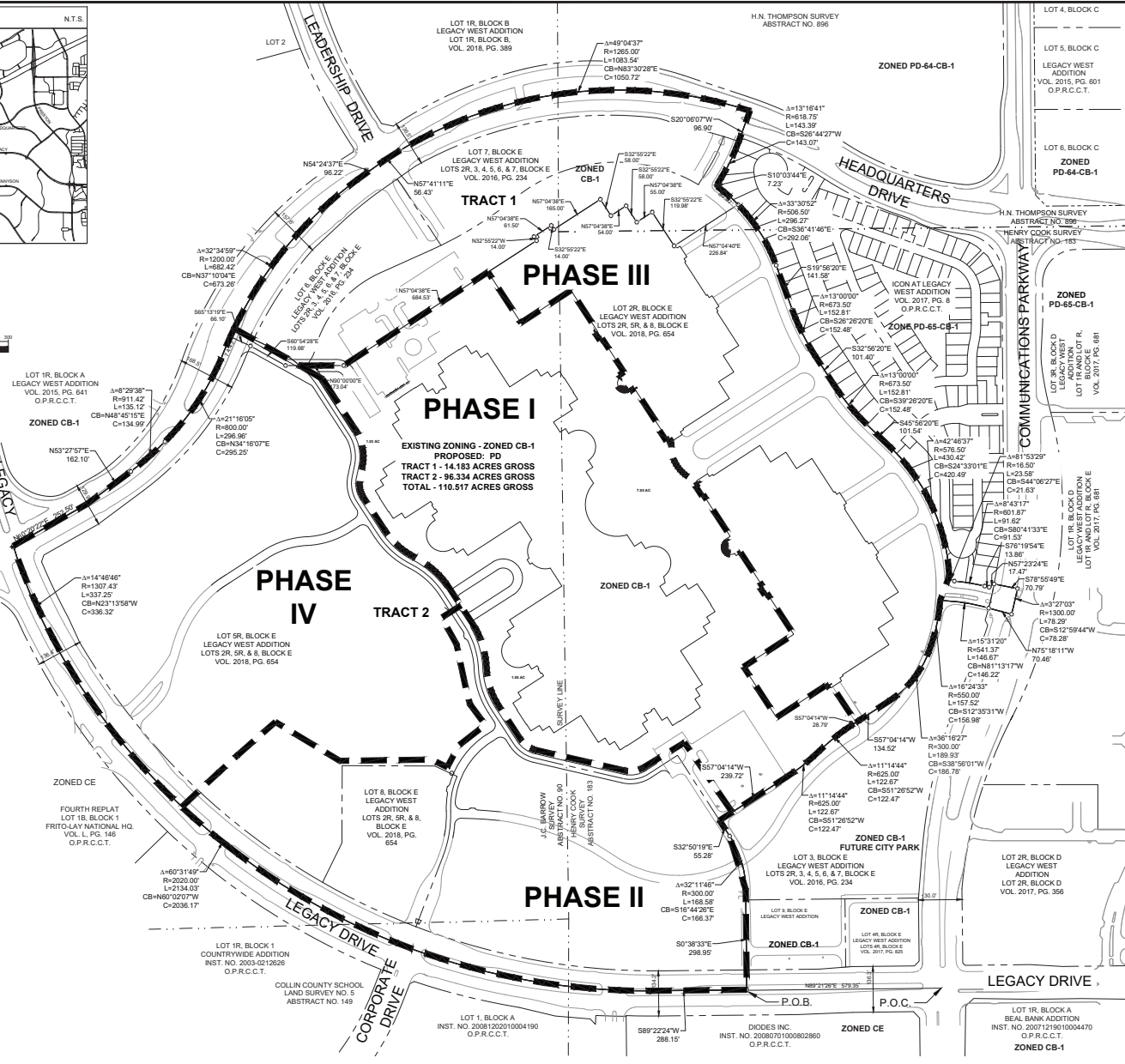
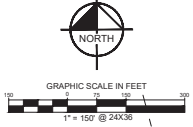
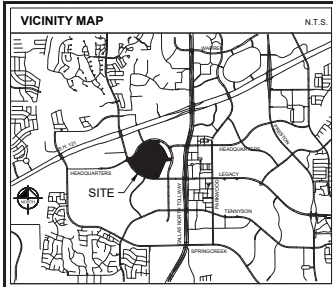
OWNER/APPLICANT:
 SILCO HARVESTING PARTNERS, LP
 c/o CUMBERLAND HILL SCHOOL BUILDING
 1901 N. AKARD STREET
 DALLAS, TX 75201
 CONTACT: Brian Straley

SURVEYOR/PREPARER:
 KIMLEY-HORN AND ASSOCIATES, INC.
 13455 Noel Road
 Two Galleria Office Tower, Suite 700
 Dallas, TX 75240
 Contact: Dana Brown, RPLS

Kimley»Horn

13455 Noel Road • Two Galleria Office Tower, Suite 700
 Tower, Suite 700, Dallas, Texas 75240
 FIRM # 10115500 Tel. No. (972) 770-1300
 Dallas, TX 75240 Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SRD	DAB	DEC. 2018	068111009	1 OF 3



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ZONING CASE # 2018-025
ZONING PHASING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 896
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 CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SRD	DAB	DEC. 2018	068111009	3 OF 3

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240
 Tel. No. (972) 770-1300 Fax No. (972) 238-3820
 FIRM # 10115500

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 140, City of Plano, Collin County, Texas and being all of Lots 2R, 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2018, Page 654, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows.

COMMENCING at the centerline intersect of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way);

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**.

THENCE continuing with the centerline of Legacy Drive, the following courses and distances to wit:
 South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 60°31'49", a radius of 2020.00 feet, a chord bearing and distance of North 60°02'07" West, 2036.17 feet;
 In a northerly direction, with said curve to the right, an arc distance of 2134.03 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 14°46'48", a radius of 1307.43 feet, a chord bearing and distance of North 23°19'58" West, 336.32 feet;
 In a northerly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit:
 North 60°20'22" East, a distance of 252.50 feet to a point for corner;
 North 53°27'57" East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°29'36", a radius of 911.42 feet a chord bearing and distance of North 48°45'15" East, 134.99 feet;
 In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 21°10'05", a radius of 800.00 feet, a chord bearing and distance of North 34°18'07" East, 255.25 feet;
 In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;
 In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;
 North 54°29'37" East, a distance of 98.22 feet to a point for corner;
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 In a northeasterly direction, with said curve to the right, an arc distance of 1083.54 feet to a point for corner;

THENCE departing said centerline, South 20°06'07" West, a distance of 96.90 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Lot at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'11", a radius of 618.76 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet.

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwestwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A, the following courses and distances to wit:
 South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner;
 South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;
 South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet;
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 In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A, and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

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 In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;
 South 76°19'54" East, a distance of 13.86 feet to a point for corner;
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THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

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THENCE departing said west right-of-way line and with the north line of said Lot 3, Block E, in a northerly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 550.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

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 In a southwestwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;
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 South 0°38'33" East, a distance of 298.95 feet to the **POINT OF BEGINNING** and containing 110.517 acres of land.

Beating system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING CASE # 2018-025
ZONING EXHIBIT
110.517 ACRES
 BLOCK E, LOTS 2R, 5R AND 8 OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8, BLOCK E
 BLOCK E, LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
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 CITY OF PLANO, COLLIN COUNTY, TEXAS

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OWNER/APPLICANT:
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 CONTACT: Brian Straley

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 Contact: Dana Brown, RPLS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300
Scale n/a	Drawn by SRD	Checked by DAB
Date DEC. 2018	Project No. 068111009	Sheet No. 2 OF 3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 3/19/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Abby Owens, x4468

CAPTION

Presentation and receive Public Comments on proposed revisions to the City of Plano's Drought and Emergency Response Plan, Water Management Plan, and Water Waste Ordinance. **Presented and received comments.**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

The Texas Commission on Environmental Quality requires that our water management plan and drought plan be updated every five years. The last update was in April 2014. The proposed Drought and Emergency Response Plan, Water Management Plan and Water Waste Ordinance have minor changes from the existing plans and ordinances. While the North Texas Municipal Water District ("NTMWD") has produced a model plan, the City has adopted it's own plans.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Presentation	3/12/2019	Informational
DRAFT- Drought and Emergency Response Plan	3/14/2019	Ordinance
DRAFT-Water Management Plan	3/12/2019	Attachment
DRAFT-Proposed revisions to Water Waste Ordinance	3/14/2019	Attachment



Plano

City of Excellence

Five Year Update for the Water Conservation and Drought Plans

Abby Owens

Public Works Compliance Analyst

Drought and Emergency Response Plan

- Change from 4 Stages to 3 Stages
- Remove reasons NTMWD would initiate a stage
- Clarify the baseline for measuring percent reduction
- Update definitions
- Add increasing administrative penalties
- Add rain/freeze sensor in lieu of administrative penalty



Water Management Plan

- Update definitions
- Update education and outreach initiatives
- Plan to develop three new ordinances to regulate potable water use for splash pads, car washes and ponds
- Update rain/freeze sensor rebate to include smart controllers with rain/freeze capability
- Include existing pressure reducing valve rebate



Per Capita Water Use Goals (gpcd)

DRAFT 2019 Table 4.1

Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)

Description	Historic 5-Year Average	Baseline	5-Year Goal for year 2024	10-Year Goal for year 2029
Total GPCD	197	200	195	190
Residential GPCD	95	92	90	108
Water Loss (GPCD)	30	33	24	21
Water Loss (Percentage)	15%	16%	12%	11%

Table 4.1

Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)

Adopted 2014 Plan Goals	Historic 5 yr Average	Baseline	5-Year Goal for year 2019	10-Year Goal for year 2024
Total GPCD	224	234	225	214
Residential GPCD	118	119	114	111
Water Loss (GPCD)	27	33	27	24
Water Loss (Percentage)	12%	15%	12%	11%

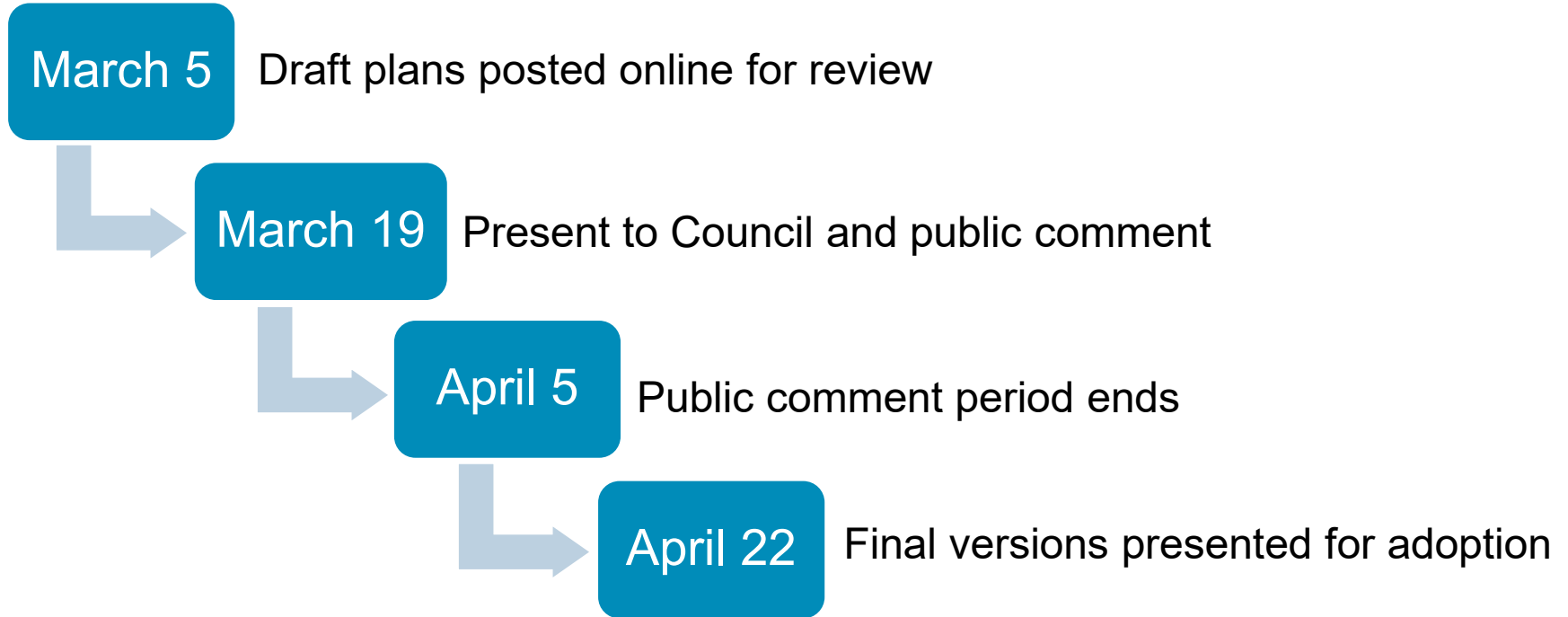


Water Waste Ordinance

- Prohibit watering during freezing temperatures
- Prohibit watering from 10 a.m. to 6 p.m. from April through October



Timeline for Plan Adoption



Available online at plano.gov/water

Plano Water Resources

Plano cares about the quality of our water. We work together with our residents and our fellow [North Texas Municipal Water District](#) member cities to provide reliable and safe water for your everyday use. Visit the links below to learn more about our water, ways to conserve, water quality and how to pay your bill.

Review the Draft Water Management Plan, Drought and Emergency Response Plan and Waste Water Ordinance

The City of Plano is currently updating its Water Management Plan. This plan guides long-term water conservation in tangent with the Water Waste Ordinance. The Drought and Emergency Response Plan is implemented when a drought or an emergency water situation is declared. It's time to review these plans and the ordinance to make them better.

Draft updates to these document will be presented to City Council on Tuesday, March 19. Comments are accepted at this meeting and through April 5. On Monday, April 22, the final plans and ordinance go to City Council for adoption. Watch either meeting on the [City of Plano Facebook Live](#).

Take a look at the recommended draft plans and ordinance:

- [Water Management Plan](#)
- [Drought and Emergency Response Plan](#)
- [Water Waste Ordinance](#)

[Submit or print and mail a comment form.](#)



Water Quality

Find out the quality of your water



Guidelines and Management

Current watering guidelines and management



Saving Water Outdoors

Learn ways to reduce outdoor water use

Water Management Plan Comment Form

First Name	Last Name	
<input type="text"/>	<input type="text"/>	
Phone	Email Address	
<input type="text"/>	<input type="text"/>	
Address 1		
<input type="text"/>		
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>

Review draft plans and ordinance

[Follow this link to review draft plans and ordinance.](#)

Comments related to Water Management Plan

Comments related to Drought and Emergency Response Plan

Comments on the Water Waste Ordinance

Upload marked-up plans and ordinance

No file chosen

Mail printed copies to:

Attn: Water Conservation Plan Comments, City of Plano,
4200 W. Plano Pkwy, Plano, TX 75093

*Comments are subject to Open Records requests.

Receive an email copy of this form.

Email address

This field is not part of the form submission.

Public Comment

- Tonight in person
- Online: plano.gov/water
- Mail:
Attn: Water Conservation Plan Comments, City of Plano
4200 W. Plano Pkwy
Plano, TX 75093





Plano

City of Excellence

Questions?

An Ordinance of the City Council of the City of Plano, Texas, amending Sections 21-53 through 21-60.2 of Article II, Division 4, Drought and Emergency Response Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct errors and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.

WHEREAS, on October 26, 2009, the City Council of the City of Plano duly passed Ordinance No. 2009-10-18, adopting the Drought and Emergency Response Plan; and

WHEREAS, on August 22, 2011, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2011-8-15; and

WHEREAS, on April 23, 2012, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2012-4-13; and

WHEREAS, on April 28, 2014, the City Council of the City of Plano amended certain sections of the Drought and Emergency Response Plan by Ordinance No. 2014-4-28; and

WHEREAS, the Texas Commission on Environmental Quality requires that the Drought and Emergency Response Plan be updated every five years and the next update is due by May 1, 201~~9~~⁴; and

WHEREAS, the City staff recommends that further amendments are necessary to the Drought and Emergency Response Plan to more accurately describe the plan, correct errors, and provide clarification; and

WHEREAS, the City staff further recommends that certain areas of the Drought and Emergency Response Plan be amended to provide options for the City Manager to impose certain requirements upon notification to the public; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes should be approved and adopted.

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

Section I. Division 4, Drought and Emergency Response Plan, Sections 21-53 through 21-60.2 of Article II, Water, Chapter 21, Utilities, of Plano Code of Ordinances is hereby amended to read in their entirety as follows:

"DIVISION 4: DROUGHT AND EMERGENCY RESPONSE PLAN

Sec. 21-53. Purpose and Scope

- (a) The North Texas Municipal Water District (NTMWD) supplies treated water to

the City of Plano, as well as other member cities and customers. A Model Water Resource and Emergency Management Plan ~~and Model Water Conservation Plan~~ ~~were~~ was developed by the NTMWD in accordance with the regulations and requirements of the Texas Administration Code ("TAC") and the Texas Commission on Environmental Quality ("TCEQ") and consultation with its member cities. The NTMWD Model Plans ~~calls~~ calls for member cities and customers to adopt similar criteria and procedures for declaring a water emergency and implementing drought and emergency response stages as used by NTMWD. Member cities and customers may also adopt more stringent drought and emergency stages than NTMWD if conditions warrant. There is hereby established a City of Plano Drought and Emergency Response Plan (in this division ~~collectively~~ called "the Plan") to provide procedures for:

- (1) Conserving the available water supply in times of drought, water supply shortage and emergency;
 - (2) Maintaining supplies for domestic water use, sanitation, and fire protection;
 - (3) Protecting and preserving public health, safety, and welfare;
 - (4) Minimizing the adverse impacts of water supply shortages; and
 - (5) Minimizing the adverse impacts of emergency water supply conditions.
- (b) The Plan applies to
- (1) All persons and premises using water from the city's water delivery system;
 - ~~(2) All wholesale contract customers;~~
- (c) TCEQ's minimum requirements (30 Tex. Admin. Code § 288.20) for drought contingency plans are addressed in the following subsections of this Plan.

Sec. 21-54. Exemption

The governmental use of water for essential services such as police, fire, and emergency services which is necessary to preserve or protect the health, safety and welfare of the citizens of Plano is exempt from any and all restrictions or mandates set forth in the Plan.

Sec. 21-55. Definitions

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Athletic Fields" means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

~~"Central Controlled Irrigation Systems" means large scale, technically advanced systems used to water large or multiple sites from a central location. This "smart" technology can monitor and adapt system operation and irrigation run times in response to conditions in~~

~~the system or surrounding areas, such as weather conditions, pipe breaks, etc. These systems may also be programmed to reduce flow rates or the amount of water applied to meet required reduction percentages and provide historical data or reports.~~

"City" refers to the City of Plano.

"City Manager" refers to the City Manager of the City of Plano or any other City of Plano public official designated by the City Manager to act on behalf of the City Manager.

"Customer" means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

"Drip Irrigation" means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

"Drought" means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources to be depleted.

"Emergency" means a condition in which the existing or projected water supply available to the city is not anticipated to meet the normal water requirements of metered water users. This condition may be the result of factors including, but not limited to, natural emergency conditions (i.e., drought, etc.) and/or a failure of the city's or its supplier's water distribution systems"

"Even numbered address" refers to street addresses (e.g. 124 Plano Street) or box numbers ending in 0, 2, 4, 6, or 8.

"Foundation" means area that includes first 24" of soil from foundation slab.

"Fugitive water" refers to pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

~~"General emergency" means a condition in which the existing or projected water supply available to the city is not anticipated to meet the normal water requirements of metered water users. This condition may be the result of factors including, but not limited to, natural emergency conditions (i.e., drought, etc.) and/or a failure of the city's or its supplier's water distribution systems.~~

~~"High Use Areas" means publicly owned properties that have irrigated surfaces where there is a high volume of public use and where there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.~~

"Irrigation System" means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

"Landscape" means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

~~"Landscape beds" means plants and shrubs that are separated from turf.~~

"New Landscape" mean (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.

"North Texas Municipal Water District" or "NTMWD" refers to the North Texas Municipal Water District.

"Odd numbered address" refers to street addresses (e.g. 123 Plano Street) or box numbers ending in 1, 3, 5, 7 or 9.

"Ornamental Fountains" means water features greater than 5 feet in diameter used for aesthetic or cosmetic purposes only that must use, or be refilled with, potable water. This shall not include pond aerifiers and other water recycling devices used to mitigate stagnant conditions in lakes, ponds, or other natural bodies of water.

"Person" means owner, occupant, or person in control of the premises or a person authorized by the owner, occupant, or person in control of the premises.

"Plan" refers to the City of Plano's Drought and Emergency Response Plan, individually and/or collectively

"Plano" refers to the City of Plano or the City.

~~"Pond" refers to a still body of water with a surface area of five hundred (500) square feet or more.~~

"Potable water" means any public water supply which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

"Public ~~H~~health, ~~and~~ Safety and welfare" means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

~~"Putting Greens"~~ means the ground that is specially prepared for putting. The putting green is typically defined by a fine bladed grass that requires an extremely high level of maintenance to provide a smooth surface for rolling the ball when putting.

"Soaker Hose" means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

"Sprinkler" means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

"Swimming Pool" or "pool" means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, greater than five feet in width at any point are included in this definition.

"Plano's water supply sSystem" or "water delivery system" means the City of Plano water

works system and shall include, but not be limited to, ~~all reservoirs~~, storage tanks, elevated tanks, pipelines, pumps, hydrants, meters, valves, connections, engines, and all other property and machinery used in connection with the City's water works system.

"Tee Box" means the rectangular area considered the starting place for the hole to be played in the game of golf. The tee box is typically defined by a grass that requires a very high level of maintenance and mowed at a low height to provide a consistent surface to begin play on the hole.

"TCEQ" means the Texas Commission on Environmental Quality.

"Wholesale Customer" means entities to whom the City of Plano provides wholesale water at a discounted rate. The Colony is a wholesale customer of the City of Plano.

Sec. 21-56. Presumption

For purposes of enforcement of administrative remedies and criminal penalties under this ordinance, it shall be presumed that the person in actual control of the watering or irrigation devices for a premise is responsible for any violations of this ordinance. The requirement of a culpable mental state is expressly waived for any administrative or criminal penalty or remedy.

Sec. 21-57. Authority to Declare Water Emergency

(a) The City Manager may order the implementation of a drought and emergency response stage when one or more of the trigger conditions for that stage are met. The following actions will be taken when a drought and emergency response stage is initiated:

- (1) The public will be notified in accordance with Sec. 21-58.
- (2) NTMWD will be notified by e-mail with a follow-up letter ~~or fax~~ that provides details of the reasons for initiation of the drought and emergency response stage.
- (3) If any mandatory provisions of the drought and emergency response plan are activated, the City will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within five (5) business days.

(b) Drought and emergency response stages imposed by NTMWD action may be initiated by the City. The City Manager may decide not to order the implementation of a drought and emergency response stage even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(c) In the event of a city-wide emergency, the order shall be made by public announcement in the City within twenty-four (24) hours of implementation. In the event of an emergency of limited geographical extent, door-to-door notification shall be made by door hangers and/or in person.

Sec. 21-58. Notification and Termination of Water Emergency

(a) Notification of Water Emergency - The City will inform and educate the public about the drought and emergency response plan by the following means:

- (1) Preparing a ~~press release-bulletin~~ describing the Plan and ~~sharing it through media outlets~~ ~~making it available at the City Municipal Center located at 1520 Avenue K and other appropriate locations.~~ sharing it through media outlets
- (2) Making the Plan available to the public through the City's web-site.
- (3) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- (4) At any time that the Plan is activated or the drought and emergency response stage changes, the City will notify local media of the issues, the drought and emergency response stage (if applicable), and the specific actions required of the public including all imposed mandatory requirements that have been implemented. The information will also be publicized on the City's ~~W~~web-site and through social media outlets. Utility Bill inserts and direct mail to each utility customer will also be used as appropriate.

Sec. 21-59. Initiation and Termination of Drought and Emergency Response Stages

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

(a) Initiation of a Drought and Emergency Response Stage – The City Manager is authorized to initiate a drought and emergency response stage when one or more of the criteria applicable to that stage is triggered.

(b) Notification to Public – The following actions will be taken to notify the public when a drought and emergency response stage is initiated or raised.

- (1) The public will be notified of the implementation or amendment of a drought and emergency response stage in the manner set forth in Sec. 21-58 above;
- (2) Wholesale customers and the NTMWD will be notified by telephone with a follow-up letter, e-mail or facsimile transmission;
- (3) If any mandatory provisions of the Plan are activated, notification will be sent to the Executive Director of the TCEQ within five (5) business days.

(c) Drought and Emergency Response Stages Imposed by NTMWD – The City Manager may elect not to implement a drought and emergency response stage imposed by NTMWD depending on all relevant factors. Factors which could influence such a decision include,

but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented.

(d) Termination of a Drought and Emergency Response Stage – The drought and emergency response stage shall remain in effect until the City Manager determines that the conditions that triggered the drought and emergency response stage have been alleviated or no longer exist or lake levels established by NTMWD for termination are met.

(e) Notification of Public – The following actions will be taken to notify the public when a drought and emergency response stage is terminated or lowered:

- (1) The public will be notified of the termination or lowering of a drought and emergency response stage in the manner provided in Sec. 21-58 herein;
- (2) Wholesale customers, including The Colony, and the NTMWD will be notified by telephone with a follow-up letter, e-mail, or facsimile transmission;
- (3) If any mandatory provisions of the Plan are terminated, the Executive Director of the TCEQ will be notified within five (5) business days.

~~Sec. 21-59.1 – Initiation and Termination Conditions for Stage 1~~

~~(a) – The City Manager has initiated Stage 1, which may be initiated due to one or more of the following:~~

- ~~(1) – The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.~~
- ~~(2) – Water demand is projected to approach the limit of the permitted supply.~~
- ~~(3) – The storage in Lavon Lake is less than sixty five (65) percent of the total conservation pool capacity.~~
- ~~(4) – NTMWD's storage in Jim Chapman Lake is less than sixty five (65) percent of NTMWD's total conservation pool capacity.~~
- ~~(5) – The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a mild drought.~~
- ~~(6) – NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next six (6) months.~~
- ~~(7) – NTMWD water demand exceeds ninety (90) percent of the amount that can be delivered to customers for three (3) consecutive days.~~
- ~~(8) – Water demand for all or part of NTMWD's delivery system approaches delivery capacity because delivery capacity is inadequate.~~
- ~~(9) – NTMWD's supply source becomes contaminated.~~
- ~~(10) – NTMWD's water supply system is unable to deliver water due to the~~

~~failure or damage of major water system components.~~

- ~~(11) — Plano's water demand exceeds ninety (90) percent of the amount that can be delivered to customers for three (3) consecutive days.~~
- ~~(12) — Plano's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.~~
- ~~(13) — Plano's supply source becomes contaminated.~~
- ~~(14) — Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.~~
- ~~(15) — Other criteria as determined by the City.~~

~~(b) — Stage 1 may terminate when NTMWD terminates Stage 1 or when the City Manager determines circumstances that caused the initiation of Stage 1 no longer exist.~~

Sec. 21-59.2 — Goals for Use Reduction and Actions Available Under Stage 1

~~(a) — Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is a two (2) percent reduction in the amount of water delivered to Plano by NTMWD.~~

~~(b) — The City Manager may order the implementation of the actions listed below. Request voluntary reductions in water use by the public and by wholesale customers.~~

- ~~(1) — Increase public education efforts on ways to reduce water use.~~
- ~~(2) — The City will review the problems that caused the initiation of Stage 1.~~
- ~~(3) — Reduce non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)~~
- ~~(4) — Encourage major water users and increase educational efforts on ways to achieve voluntary water use reductions.~~
- ~~(5) — Reduce city government irrigation water use to meet or exceed reduction goal for the stage.~~

Sec. 21-59.13 Initiation and Termination Conditions for Stage 2¹

(a) The City Manager has initiated Stage 2¹, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2¹.
- ~~(2) — Water demand is projected to approach the limit of the permitted supply.~~
- ~~(3) — The storage in Lavon Lake is less than fifty five (55) percent of the total conservation pool capacity.~~
- ~~(4) — NTMWD's storage in Jim Chapman Lake is less than fifty five (55) percent of NTMWD's total conservation pool capacity.~~
- ~~(5) — The Sabine River Authority has indicated that its Upper Basin water~~

~~supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.~~

~~(6) NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next three (3) months.~~

~~(7) NTMWD water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.~~

~~(8) NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.~~

~~(9) NTMWD's supply source becomes contaminated.~~

~~(10) Supply source is interrupted or unavailable due to invasive species.~~

~~(11) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.~~

(+2)(2) Plano's water demand exceeds ninety-five (95) percent of the amount that can be delivered to customers for three consecutive days.

(+3)(3) Plano's water demand for all or part of the water delivery system equals delivery capacity because delivery capacity is inadequate.

(+4)(4) Plano's supply source becomes contaminated.

(+5)(5) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

(+6)(6) Other criteria as determined by the City.

(b) Stage 12 may terminate when NTMWD terminates Stage 12 or when the City Manager determines circumstances that caused the initiation of Stage 12 no longer exist. Factors which could influence such a decision include, but are not limited to, the time of the year, the weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought and emergency stage. The reason for the decision should be documented.

Sec. 21-59.24 Goals for Use Reduction and Actions Available Under Stage 12

(a) The goal for water use reduction under Stage 12 is a five (5) percent reduction in the amount of water delivered to Plano by NTMWD from the previous corresponding annual payment period (October 1 through September 30) prior to institution of drought restrictions. If circumstances warrant, or if required by NTMWD, the City Manager can set a goal for greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

~~(1) Continue or initiate any actions available under the Water Management Plan Stage 1.~~

~~(2)~~(1) Notify wholesale customers, including The Colony, of actions being taken and encourage them to implement similar procedures.

~~(3)~~(2) Initiate engineering studies to evaluate alternatives should conditions worsen.

(3) Accelerate public education efforts on ways to reduce water use.

(4) Halt non-essential city government water use. Examples may include street cleaning, vehicle washing and operation of ornamental fountains.

(c) The City Manager may also implement the following mandatory requirements on customers. If any of the following requirements are implemented, the City must notify the public as set forth in Sec. 21-58-~~(b)~~, and TCEQ and NTMWD within five (5) business days.

(1) Prohibit landscape watering with sprinklers or irrigation systems to no more than two (2) days per week between April 1 and October 31; and no more than one (1) day per week between November 1 and March 31. Designated days are determined by the even or odd numbered service address for the property. All Homeowners Associates must follow the even address schedule.

<u>Street Address</u>	<u>Days permitted for watering</u> (April 1 – October 31)	<u>Days permitted for watering</u> (November 1 – March 31)
<u>Even numbered Addresses</u>	<u>Mondays and Thursdays</u>	<u>Thursdays</u>
<u>Odd numbered Addresses</u>	<u>Tuesdays and Fridays</u>	<u>Tuesdays</u>

Exceptions are as follows:

(i) Hand watering with a shutoff nozzle or soaker hose, or a dedicated zone using drip irrigation is allowed up to two (2) hours per day provided no runoff occurs.

(i) New construction landscaped areas may be watered for no more than thirty (30) consecutive days from the date a variance is granted.

(ii) Newly seeded, hydro seeded, hydro mulched, sprigged areas in open space, common areas, right-of-ways and turf renovation at athletic fields may be watered for no more than thirty (30) consecutive days from the date a variance is granted.

(iii) Locations using on-site well water or properly permitted creek withdrawals.

(iv) ~~Registered and properly functioning central controlled irrigation system and drip irrigation systems.~~ Government agencies watering athletic fields or any other public grounds

that are heavily used by the public during evening or morning hours. Public irrigation systems must be programmed to meet overall water use reduction goals of the stage.

- (v) Maintenance, testing, and calibration of an irrigation system, provided there is a person on-site and visible while each zone of the system is running.
- (2) Prohibit fugitive water, including during freezing temperatures when ice can develop and cause a safety hazard.
- (3) ~~Watering with sprinklers or irrigation systems is allowed no more than two days a week on the days shown for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule.~~ Watering between 10:00 a.m. and 6:00p.m. from April 1 through October 31 is prohibited.

~~(3)~~(4) Watering during freezing temperatures is prohibited.

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered Addresses	Mondays and Thursdays	Thursdays
Odd numbered Addresses	Tuesdays and Fridays	Tuesdays

Sec. 21-59.35 Initiation and Termination Conditions for Stage 23

(a) The City Manager has initiated Stage 23, which may be initiated due to one or more of the following:

(1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 23.

~~(2) Water demand is projected to approach or exceed the limit of the permitted supply.~~

~~(3) The storage in Lavon Lake is less than forty five (45) percent of the total conservation pool capacity.~~

~~(4) NTMWD's storage in Jim Chapman Lake is less than forty five (45) percent of NTMWD's total conservation pool capacity.~~

~~(5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 3).~~

~~(6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability.~~

~~(7) NTMWD water demand exceeds ninety eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.~~

~~(8) NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.~~

~~(9) NTMWD's supply source becomes contaminated.~~

~~(10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.~~

~~(11)~~(5) Plano's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three (3) consecutive days.

~~(12)~~(6) Plano's water demand for all or part of the water delivery system exceeds delivery capacity because delivery capacity is inadequate.

~~(13)~~(7) Plano's supply source becomes contaminated.

~~(14)~~(8) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.

~~(15)~~(9) Other criteria as determined by the City Manager.

(b) Stage 23 may terminate when NTMWD terminates Stage 23 or when the City Manager determines circumstances that caused the initiation of Stage 23 no longer prevail.

Sec. 21-59.46 Goals for Use Reduction and Actions Available Under Stage 23

(a) The goal for water use reduction under Stage 23 is a ten (10) percent reduction in the amount of water delivered to Plano from NTMWD from the previous corresponding annual payment period (October 1 through September 30) prior to the institution of drought restrictions. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below.

- (1) Continue or initiate any actions available under the Water Management Plan and Stages 1 and 2.
- (2) Notify wholesale customers of actions being taken and encourage them to implement similar procedures.
- (3) Implement viable alternative water supply strategies.

~~(c)~~(d) The City Manager may also implement the following mandatory requirements on customers. If any of the following are implemented, the City must notify the public as set forth in Sec. 21-58 ~~(b)~~, and TCEQ and NTMWD within five (5) business days.

- (1) Initiate water use restrictions as follows:
 - (i) Prohibit hosing of paved areas, buildings, or windows. ~~(P)pressure washing of impervious surfaces is allowed~~ except for outdoor public restrooms, pavilions and shelters, where public health, safety, and welfare may be compromised by unsanitary conditions if the facilities cannot be cleaned.
 - (ii) Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water. Ornamental fountains or other amenity impoundments supporting aquatic life may apply for a variance to operate during Stage 2.
 - (iii) Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
- (2) Prohibit landscape Wwatering with sprinklers or irrigation systems to at each service address is allowed no more than once per week between April 1 and October 31; and no more than once every other week between November 1 and March 31. Designated days are determined by the only on the day shown below for the corresponding even or odd numbered service address for the property. All Homeowners Associations must follow the even address schedule. ~~No landscape watering may occur between 10:00 a.m. and 6:00p.m from April 1 through October 31.~~

Street Address	Days permitted for watering (April 1 – October 31)	Days permitted for watering (November 1 – March 31)
Even numbered	Thursdays	Every other Thursday

addresses		
Odd numbered addresses	Tuesdays	Every other Tuesday

Exceptions are as follows:

- (i) Hand watering with a shutoff nozzle, or soaker hose, or a dedicated zone using drip irrigation, ~~and soaker hoses~~ is allowed up to two (2) hours per day provided no runoff occurs.
- ~~(ii) Golf courses as needed to keep greens and tee boxes alive.~~
- ~~(iii)~~(ii) Public athletic fields may be watered as needed to maintain safe playing conditions.
- ~~(iv)~~(iii) Where feasible, irrigation systems on public property must comply with watering schedules and comply with the water reduction goals of the ~~stage~~.
- ~~(v)~~(iv) Maintenance, testing, and calibration of an irrigation system, provided there is a maintenance technician on-site and visible while each zone of the system is running.
- ~~(v)~~ Locations using other sources of water supply for irrigation. Other sources of water supply may not include imported water.
- ~~(3) Prohibit fugitive water, including during freezing temperatures when ice can develop and cause a safety hazard.~~
- ~~(4) Watering between 10:00 a.m. and 6:00 p.m. from April 1 through October 31 is prohibited.~~
- ~~(5) Watering between 6:00 p.m. and 10:00 a.m. from November 1 through March 31 is prohibited.~~
- ~~(6) Golf courses are expected to meet the same reduction goals and measures as outlined in this stage. Greens and tee boxes maybe watered by hand as needed to keep turf alive.~~
- ~~(7)~~(7) Hydro seeding, hydro mulching, and springing is prohibited.
- ~~(8)~~(8) Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance may be requested to repair a leak or for health or safety issues.
- ~~(9)~~(9) Initiate a rate surcharge for all water use over a certain level, if necessary to meet goal reduction.
- ~~(10)~~(10) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-59.~~57~~ **Initiation and Termination Conditions for Stage 34**

(a) The City Manager has initiated Stage 34, which may be initiated due to one or more of the following:

- (1) The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 34.
- ~~(2) Water demand is projected to approach or exceed the limit of the permitted supply.~~
- ~~(3) The storage in Lavon Lake is less than thirty five (35) percent of the total conservation pool capacity.~~
- ~~(4) NTMWD's storage in Jim Chapman Lake is less than thirty five (35) percent of NTMWD's total conservation pool capacity.~~
- ~~(5) The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a severe drought or emergency.~~
- ~~(6) The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.~~
- ~~(7) NTMWD water demand exceeds the amount that can be delivered to customers.~~
- ~~(8) NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.~~
- ~~(9) NTMWD's supply source becomes contaminated.~~
- ~~(10) NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.~~
- ~~(11)~~(2) Plano's water demand exceeds the amount that can be delivered to customers.
- ~~(12)~~(3) Plano's water demand for all or part of the water delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- ~~(13)~~(4) Plano's supply source becomes contaminated.
- ~~(14)~~(5) Plano's water supply system is unable to deliver water due to the failure or damage of major water system components.
- ~~(15)~~(6) Plano is unable to recover water storage of one hundred (100) percent in all storage facilities within a twenty-four (24) hour period.
- ~~(16)~~(7) Plano's individual Plan may be implemented if other criteria dictate.

(b) Stage 34 may terminate when NTMWD terminates Stage 34 or when the City Manager determines circumstances that caused the initiation of Stage 34 no longer exist.

Sec. 21-59.68 Goals for Use Reduction and Actions Available Under Stage 34

(a) The goal for water use reduction under Stage 34 is a reduction of whatever amount is designated by NTMWD in the amount of water provided to Plano by NTMWD from the corresponding previous annual payment period prior to institution of drought restrictions~~necessary~~. If circumstances warrant or if required by NTMWD, the City Manager can set a goal for a greater water use reduction.

(b) The City Manager may order the implementation of any of the actions listed below, as deemed necessary.

- (1) Continue or initiate any actions available under the Water Management Plan and Stages 1 and, 2, and 3.
- (2) Notify wholesale customers, including The Colony, of actions being taken and require them to implement similar procedures.
- ~~(3)~~ Implement viable alternative water supply strategies.
- ~~(3)~~(4) Water meter data for an account may be accessed to verify the property is following water restrictions and provide feedback on water consumption.

(c) The City Manager may also implement the following mandatory requirements on customers. If any actions are implemented, the City must notify the public as set forth in Sec. 21-58-~~(b)~~, and TCEQ and NTMWD within five (5) business days.

- (1) Prohibit the irrigation of landscaping using treated water.
- (2) Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- (3) Foundations and trees may be watered for up to two (2) hours a day with a shutoff nozzle~~hand-held hose~~ or a soaker hose, or a dedicated zone using drip irrigation. ~~Central-controlled irrigation systems and d~~Drip irrigation systems are not exempt from this requirement. Water may not be trucked or otherwise transported into the City for irrigation purposes.
- (4) Prohibit the permitting of pools. Filling of pools will be evaluated based upon the reduction requirement. Existing pools may add water to maintain pool levels but may not be drained and refilled. A variance should be submitted for pool repairs that require refilling.
- (5) If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.

Sec. 21-60. Procedures for Granting Variances to the Plan

(a) The ~~City Manager~~, Public Works Director or ~~his/her~~~~their~~ designee may grant temporary variances for water uses otherwise prohibited under this drought and emergency response plan.

(b) Variances shall be granted or denied at the discretion of the ~~City Manager~~, Public Works Director or ~~his/her~~~~their~~ designee. All petitions for variances should be in writing (through letter or e-mail) and include the following information or placed online at plano.gov/water.

- (1) Name and address of the petitioners
- (2) Contact email address and/or telephone number
- (3) Purpose of water use
- (4) Specific provisions from which relief is requested
- (5) Detailed statement of the adverse effect of the provision from which relief is requested
- (6) Description of the relief requested
- (7) Period of time for which the variance is sought
- (8) Other pertinent information.

(c) Variances will be processed within five (5) business days once received.

~~(e)~~(d) Variances are considered temporary and must be re-submitted for reconsideration should the Drought and Emergency Response Stage elevate from the stage in which the temporary variance was approved to any higher stage of response.

Sec. 21-60.1. Criminal Penalty

Any person, firm or corporation who violates any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. These criminal penalties may be imposed in addition to any Administrative or Civil Remedy listed herein. Each day a violation continues shall constitute a separate offense. The requirement of a culpable mental state is expressly waived for criminal prosecution purposes.

Sec. 21-60.2. Administrative Remedies for Violations

The following administrative remedies are available to the City in cases of noncompliance with the provisions of this ordinance. These administrative remedies may be assessed in addition to any criminal penalty assessed for a violation of this ordinance. Each day a violation continues shall constitute a separate violation for purposes of assessing administrative remedies. The requirement of a culpable mental state is expressly waived for administrative remedies.

In the event that any person violates the provisions of this ordinance, the Director of Public Works or his/her designee shall give notice to such person setting forth the evidence of noncompliance with the restrictions outlined in ~~s~~Stages 1, 2, and 3 ~~and 4~~.

(a) In-Ground Irrigation Systems Violations

(1) Notification of Violation

- (i) The City may ~~shut off install a locking device on~~ the person's double check valve to the irrigation system; and
- (ii) Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising that the irrigation system has been turned off ~~and locked~~. The letter shall also advise the person of the assessment of administrative remedies and fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

(2) Remedy

- (i) The administrative penalty is one hundred fifty dollars (\$150) per occurrence when paid at Customer and Utility Services. The administrative penalty increases by fifty dollars (\$50) for each additional violation received within a rolling 12 month period, except that in no event shall the penalty exceed five hundred dollars (\$500) for a violation.
- (ii) In lieu of the administrative penalty, the person recorded in the city's customer and utility billing records for the property can have a licensed irrigator install a properly functioning rain and freeze sensor. The person must provide a copy of the receipt that includes the purchase of the rain and freeze sensor, the installation of the device, and the licensed irrigator's name and Landscape Irrigator license number as issued by the TCEQ. This alternative remedy can only be applied once every three (3) years and is not eligible for a water conservation rebate from the City.

(b) Violations for Systems without Double-Check Valves or In-Ground Irrigation Systems.

(1) Violation Notification

- (i) Notice shall be sent by letter delivered by United States Postal Service addressed to the person recorded in the city's customer and utility billing records advising the person of the violation. The letter shall also advise the person of the assessment of administrative fees. The letter shall also advise the person of procedures for payment of the administrative fees and the procedure for requesting a hearing to contest the assessment of the administrative remedies.

(2) Remedy

- (i) The administrative penalty is one hundred fifty dollars (\$150.00) per occurrence when paid at Customer & Utility Services. The administrative penalty increases by fifty dollars (\$50) for each additional violation received within a rolling 12 month period, except that in no event shall the penalty exceed five hundred dollars (\$500) for a violation.

(c) Procedures for Paying Administrative Penalties or Requesting a Hearing on the Fees.

- (1) Personal appearance by the person listed on the city's Customer & Utility Services billing records is required to re-establish service to the irrigation system. Government issued photo identification must be provided by the person at time of payment or upon request for a hearing.
- (2) A person may request a hearing to protest the assessment of any administrative penalty. To request a hearing, the person must make the request in person to the City Public Works Department within fifteen (15) business days from the date on the written notice of violation.
- (3) The Public Works Operations Manager or his/her designee shall conduct the hearing. The Manager shall evaluate all information offered by the petitioner at the hearing. The person making the request for a hearing shall bear the burden of proof to show why, by a preponderance of the evidence, the administrative remedy should not be assessed. The Manager will provide a decision at the time of the hearing or within three (3) business days following the conclusion of the hearing.
- (4) Payment of any penalty assessed at the hearing must be made within seven (7) business days of the decision from the hearing. Any penalty not paid within this time limit shall be added to the person's next water billing cycle.
- (5) A person may appeal the decision from the hearing to the office of the Director of Public Works or his/her designee. The Director or his/her designee shall hear the appeal.
- (6) The request for an appeal must be filed in writing with the office of the Director of Public Works within three (3) business days of the date that notice of the denial was given by the Manager.
- (7) The Director or his/her designee shall render a decision at the time of the appeal or within three (3) business days from the conclusion of the appeal.
- (8) A person may elect to pay the administrative penalty without requesting a hearing. Any penalty not paid within fifteen (15) business days from the date on the written notice shall be added to the person's next water billing cycle.
- (9) Unpaid penalties related to the Drought and Emergency Response Plan can result in the termination of the domestic water services in accordance

with City Code Chapter 21, Article IV, Service Charges Generally, Section 21-131 (d) and the established policies and procedures of the Customer and Utility Services Department.

~~(d) — Re-establishment of service to double checks that have been locked off.~~

~~(1) — The administrative penalty is to be paid at City Customer & Utility Services. The locking device will be removed within (3) working days after notice of payment is received from Customer & Utility Services.~~

~~(2) — Request for same day service to unlock double check will require an additional fee of forty dollars (\$40) to be paid in advance at Customer & Utility Services.~~

~~(e) — It shall be unlawful for a person to remove by any means or otherwise cause damage to a lock that has been placed on a backflow prevention device by the City pursuant to this section.~~

~~(f)(d)~~ Administrative remedy for customers outside city. The Director of Public Works shall advise wholesale water customers outside the city limits receiving water service from the city of actions taken under the Plan by telephone and/or by letter. Noncompliance with any requirement in any stage may result in termination of service and removal of meter. Prior to such termination, the wholesale water customer shall be given notice of the city's intent to terminate service and shall have five (5) business days from the mailing of such notice to appeal the decision to the Director. Notice shall be sufficient if sent by certified mail to the last known address of the customer. If service is terminated, customer shall be liable for all costs of reinstallation. Termination of service to a wholesale water customer under this provision is subject also to the terms of any written contract between the city and the customer."

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance shall be subject to a fine in accordance with Section 1-4(ba) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section III. This Plan shall be submitted to the Region C Water Planning Group and to North Texas Municipal Water District, as required by TCEQ, to insure consistency with the appropriate approved regional water plan.

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

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

Section VI. 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 affecting any rights of the municipality under any section or

provision of any ordinance at the time of passage this Ordinance.

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

DULY PASSED AND APPROVED this the th day of April 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Update Table of Contents after red line is accepted.
City of Plano

Water Management Plan

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APPENDICES

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APPENDIX D Water Conservation Incentive Program NTMWD Member City and Customer Annual Water Conservation Report

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that [the North Texas Municipal Water District](#) (NTMWD) and its Member Cities and Customers make the most efficient use of existing supplies. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The TCEQ established guidelines and requirements are in Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter A, Rule §288.2 and Texas Administrative Code Title 30, Part 1, Chapter 288 Subchapter B, Rule §288.20. The best management practices established by the Water Conservation Implementation Task Force, established pursuant to SB1094 by the 78th Legislature, were also considered in the development of the water conservation measures. The Water Management Plan for the City of Plano was developed in concert with the NTMWD's water conservation and drought contingency and water emergency response plans.

The water conservation sections of this plan are intended as a year-round water efficiency plan and include measures that are designed to result in ongoing, long-term water savings. The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions. The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated water to its Member Cities and Customers. The water conservation and drought contingency sections of this document were modeled after plans developed by NTMWD in consultation with its Member Cities. In concert with the adoption of this plan, the City of Plano is required to do the following:

- Complete the Water Conservation Utility Profile (TWDB Form - 1965R).
- Complete the Water Conservation Implementation Report (TWDB Form - 1969).
- Set five-year and ten-year goals for per capita water use (Section 4).
- Adopt a resolution approving the plan

This plan includes all elements required by TCEQ. The final adopted version of the Water Management Plan, including appendices will also be provided to NTMWD, as well as TCEQ and Region C Planning Group.

This Water Management Plan applies to all users of the City of Plano water supply.

Definitions:

Athletic Field means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.

Central Controlled Irrigation Systems means large scale, technically advanced systems used to water large or multiple sites from a central location. This advanced technology can monitor and adapt system operation and irrigation run times in response to conditions in the system or surrounding areas (weather conditions, pipe breaks, etc.). These systems may also be easily programmed (individually or globally) to reduce flow rates or the amount of water applied to meet conservation needs; required reduction percentages; and provide historical data or reports. The City central irrigation system uses multiple weather stations throughout the city to collect real-time climatologically data. This data is then available to the computer to automatically shut down the system when weather conditions warrant.

Cool Season Grasses refers to the varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.

Customer means a person, company or other entity connected to the City's water system and contracting with the City of Plano to receive potable water service.

Drip Irrigation means micro-irrigation with low volume (measured in gallons per hour) and low pressure release of water to a specific root zone through point source emitters or pressure compensating in-line drippers. This does not include micro-sprayers or misters.

Foundation means area that includes first 24" of soil from foundation slab.

Fugitive water means the pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way.

~~*High Use Areas* means publicly owned properties that have irrigated surfaces where there is a high volume of public use and there may be a significant increase in risk and liability if surfaces are not minimally irrigated to mitigate safety hazards to users caused by lack of water.~~

Irrigation System means a site-specific system of delivering water, generally for landscape irrigation, via a system of pipes or other conduits installed below ground.

Landscape means natural plant materials around buildings or on grounds (i.e., trees, shrubbery, grasses and flowers) but excludes athletic fields and high use areas.

Potable water means any public water supply which has been investigated and approved by the TCEQ as satisfactory for drinking, culinary and domestic purposes.

Public Health and Safety means such amount of water as necessary to sustain human life, reasonable standards of hygiene and sanitation, and fire suppression.

Soaker Hose means a perforated or permeable garden-type hose that is laid above ground and provides irrigation at a slow and constant rate.

Sprinkler means an above ground irrigation device that may be attached to a garden hose or in-ground irrigation system. This includes spray heads, rotor heads, and oscillating devices.

~~*Swimming Pool* means any structure, basin, chamber, or tank, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point. Hot tubs, great than five feet in width, are included in this definition.~~

Wholesale customers purchase water at a discounted rate either directly from NTMWD or from a NTMWD water system Member City. Plano is a wholesale customer of NTMWD.

Responsibilities:

- (a) The Director of Public Works ~~is and Director of Policy and Government Relations~~ ~~are~~ responsible for:
- Advising the City Manager in issues related to water conservation and drought and water emergency issues.
 - Developing and maintaining the Water Conservation and Drought and Emergency Response Plans in conformance with the most current NTMWD Model Plan and TCEQ guidelines and policies.
 - Implementing programs to reduce and control water loss, calculating and reporting unaccounted for water, and keeping water loss under 12%. When water loss exceeds state standards, the City will intensify water loss control programs.

- Assuring that City ordinances are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.
- Preparing and submitting all required reports, water utility profiles, and tabular materials related to water conservation in the formats and media required by the City Plan and/or NTMWD, TCEQ, and/or the Texas Water Development Board (TWDB).
- Continuing the City's Water and Sewer Fund financial programming to support a residential meter replacement cycle of no more than 10 years and conducting a regular large meter testing program on no less than a 5-year cycle.
- Supporting the City's goal of reducing municipal gallons per capita per day (gpcd) to ~~21420~~ gpcd within a 10 year period.
- Providing NTMWD and the Chair of the Region C water planning group the City's adopted resolution and drought contingency ordinance.
- Managing the administrative processing and follow-up associated with City customer variance requests.
- Managing the administrative processing and follow-up associated with enforcement of all water conservation and drought contingency and water emergency response provisions of the drought contingency ordinance.
- Managing the program that allows the pursuit of administrative remedies for violations of water conservation and drought water use restrictions by non-single family water account holders.

(b) The Director of Environmental Health and Sustainability is responsible for:

- Developing and presenting water conservation educational and informational programs.
- Developing water conservation promotional activities including a water conservation incentive program.
- Developing and distributing the Consumerannual Water Confidence Report (CCR) to meet federal and state requirements.
- Notifying the public of the initiation of any drought and emergency response stage.
- Assuring that education materials are maintained to continue to support future revisions to the NTMWD Model Plan, City Plan, TCEQ guidelines, and legislative mandate.

(c) The Director of Finance is responsible for:

- Assuring the City continues its program of universal metering and billing.
- Assuring that the City water billing/records management system includes water usage classes and capabilities to sort/separate differing classes and categories of water usage as required by the NTMWD Model Plan and Texas Administrative Code (TAC) Title 30, Part I, Chapter 288, Subchapter A, Rule 288.2(a)(2)(b).

(d) The Chief Building Official is responsible for:

- Enforcing the requirements of the International Plumbing Code (IPC) in residential and commercial facilities.
- As part of the building permit and building inspection programs, enforcing requirements for landscape irrigation system design in accordance with state

design and installation standards and the inclusion of freeze and rain sensors on all new irrigation systems (City of Plano Code of Ordinances §6-561). This requires irrigation system design submission by builders for review by the building official staff and inspection of the irrigation systems as part of the building inspection program.

(e) Planning Department is responsible for:

- Maintaining and enforcing the Zoning Ordinance's landscape and irrigation plan requirements through the development review process.
- Implementing procedures to allow developers to delay the installation of landscaping during drought contingency watering restrictions.

(f) Parks and Recreation Department is responsible for:

- Operating and maintaining a central controlled irrigation system, other city irrigation systems to ensure conservation of water, and efficient use of irrigation to meet the needs of city site users. Safety and usability for recreational users of irrigated city sites shall be considered a priority.
- Installing and maintaining landscapes and managing natural and man-made park resources in a sustainable manner suitable for the scope and scale of the assets. Demonstration of conservation measures meaningful to residential scale shall be incorporated into sites and practices when feasible.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as “a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.” The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3
- 288.2(a)(1)(B) – Specification of Goals – Section 4
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 4
- 288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- 288.2(a)(1)(E) – Universal Metering – Section 5.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 8.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 12
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 10
- 288.2(c) – Review and Update of Plan – Section 11

Conservation Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.1 through 5.4
- 288.2(a)(2)(B) – Record Management System – Section 5.2
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.7

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis.

In addition to the TCEQ required water conservation strategies, the NTMWD also requires the following strategy be included in the Member City and Customer plans:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.4 and

TCEQ rules also include optional, but not required, conservation strategies, which may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.3
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 8.6
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 8.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.5 and enacting a resolution
- 288.2(a)(3)(G) – Monitoring Method – Section 5.5
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 8.5 and 8.6

2.2 Drought Contingency Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. For the purpose of these rules, a drought contingency and water emergency response plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.” The elements in the TCEQ drought contingency rules covered in this conservation plan are listed below.

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the adopted Drought and Emergency Response Plan in the City of Plano Municipal Code §21-53 through §21-60.2:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 10

- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages
- 288.20(a)(1)(E) – Drought and Emergency Response Stages
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages
- 288.20(a)(1)(I) - Procedures for Granting Variances
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions
- 288.20(a)(3) – Consultation with Wholesale Supplier
- 288.20(b) – Notification of Implementation of Mandatory Measures
- 288.20(c) – Review and Update of Plan – Section 11

3. WATER CONSERVATION UTILITY PROFILE

The Water Conservation Utility Profile must be completed as a requirement of the Water Management Plan. The completed Utility Profile for Retail Water Supplier (TWDB Form No.1965-R) is included in **Appendix B**.

4. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, the City of Plano must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to NTMWD. The goals for this water management plan include the following:

- Maintain the per capita municipal water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 4.1.
- Maintain the level of unaccounted water in the system below 12%, as discussed in Section 5.4.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 8.4 and City of Plano Zoning Ordinance Article 3.1200: Landscaping Requirements.
- Increase efficient water usage as discussed in Sections 8.5 and 8.6.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

**Table 4.1
Five-Year and Ten-Year Municipal Per Capita Water Use Goals (gpcd)**

Description	Historic 5-Year-yr Average ¹	Baseline ²	5-Year Goal for year 2024	10-Year Goal for year 2029
Total GPCD ³	<u>197</u>	<u>200</u>	<u>195</u>	<u>190</u>
Residential GPCD ⁴	<u>95</u>	<u>92</u>	<u>90</u>	<u>108</u>
Water Loss (GPCD) ⁵	<u>30</u>	<u>33</u>	<u>24</u>	<u>21</u>
Water Loss (Percentage) ⁶	<u>15%</u>	<u>16%</u>	<u>12%</u>	<u>11%</u>

1. The Historic 5-yr Average includes 485 days of mandatory water restrictions due to drought stages and is unrealistically low to base future water use goals.
2. The Baseline is calculated from 2018 water use numbers when weather patterns and outdoor water use were more typical of total and residential water use.
3. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
4. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
5. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
6. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5. METERING, WATER USE RECORDS, CONTROL OF WATER LOSS, AND LEAK DETECTION AND REPAIR

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of unaccounted water.

5.1 Accurate Metering of Treated Water Deliveries from NTMWD

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of $\pm 2\%$. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

5.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

The provision of water to all customers, including public and governmental users, will be metered in the City of Plano. The City of Plano tests and/or replaces their residential customer meters in accordance with Sec. 4.2.8 of AWWA C700-95 and M-6, Water Meters – Selection, Installation, Testing and Maintenance Record Management System. All residential customer meters will be budgeted to be replaced on a minimum of a 10-15 year cycle. Additionally, large meters will be regularly tested on no less than a 5-year interval and either maintained or replaced when their test flow is outside standards established by AWWA.

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the City of Plano will maintain a customer billing and record management system that allows for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information will be included in an annual water conservation report, as described in Section 5.6 below.

5.3 Determination and Control of Water Loss

The Texas Water Development Board utilizes a methodology derived from the American Water Works Association (AWWA) and the International Water Association (IWA). This new standard uses terminology such as authorized consumption, real loss, apparent loss, and non-revenue water. Total water loss, as reported to TCEQ, includes two categories:

- Apparent Losses – Water that has been consumed but not properly measured or billed. These losses represent under-registered or under-billed water that occurs via customer meter inaccuracies, systematic data handling errors in the customer billing system, and unauthorized consumption due to illegal connections and theft.
- Real Losses – These are physical losses from the pressurized water distribution system, including water mains and all appurtenances (for example, valves and hydrants) and customer service connection piping. Real losses represent water that is lost from the distribution system prior to reaching the customer destination.

Measures to control apparent and real water losses will be part of the routine operations of the City of Plano. Maintenance crews and personnel will look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in

Section 5.4 below. Meter service technicians, building inspectors, and all City crews will watch for and report signs of illegal connections, so they can be quickly addressed.

The Water Audit Worksheet, provided by TCEQ, is a "top down" audit of a utility's system using existing estimations and records. This audit will be completed annually using the Water Loss Audit Worksheets available from the Texas Water Development Board online at <https://www.twdb.texas.gov/conservation/municipal/waterloss/index.asp>. With the measures described in this plan, the City of Plano should maintain unaccounted water below 12% ~~percent~~. If unaccounted water exceeds this goal, the City of Plano will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described below is the primary tool that should be used to monitor unaccounted water.

5.4 Leak Detection and Repair

As described above, city crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system, in which numerous leaks and line breaks occur, should be targeted for replacement as funds are available. The City central irrigation system uses sub-metering and real-time data collection to monitor for leaks, line breaks, and malfunctions. The system automatically shuts down when leaks are detected, then automatically generates reports for these occurrences so they may be followed up by field technicians.

5.5 Monitoring of Effectiveness and Efficiency – NTMWD Member City and Customer Annual Water Conservation Report

The City of Plano will complete the NTMWD Member City and Customer Annual Water Conservation Report (**Appendix DG**) by March 31 each year and will use this report to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values. The annual water conservation report should be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers' water conservation trends.

The City of Plano will consider using the ~~Alliance for Water Efficiency~~ [Texas Water Development Board's](#) Water Conservation Tracking Tool to assess existing water conservation initiatives and potential future initiatives.

5.6 Water Conservation Implementation Report

The TCEQ-required Water Conservation Plan Annual Implementation Report (TWDB Form No. 1966) is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The public education and information campaign on water conservation is carried out primarily by the Water Education Coordinator, a full-time staff member within the Sustainability and Environmental Education Division (SEED) of the Environmental Health and Sustainability Department. SEED's mission is to educate and engage the community in sustainable practices and environmental stewardship.

The Water Education Coordinator works with SEED staff and other City of Plano staff to develop classes, workshops, events, presentations, exhibits, communications campaigns, rebate programs and other resources that promote efficient water use. SEED notifies local organizations, schools, and civic groups that its staff and NTMWD's staff are available to provide presentations on the importance of water conservation and ways to save water.

The Water Education Coordinator develops and maintains a web site designed to educate residents on the importance of water conservation and ways to save water. This includes access to real-time water use data through the Customer & Utility Services online portal, recommended seasonal watering guidelines and schedules and links to other helpful resources, including the TWDB, TCEQ, EPA WaterSense and others.

The Water Education Coordinator develops utility bill inserts, electronic and print newsletter articles and social media campaigns to share water conservation information, garner trust and encourage interaction. These include material developed by the Environmental Health and Sustainability Department and material obtained from the TWDB, the TCEQ, EPA WaterSense and other sources. The City of Plano encourages local media coverage of water conservation issues and the importance of water conservation.

The Water Education Coordinator utilizes "Water IQ: Know Your Water," "Water4Otter," "Water My Yard" and other public education materials produced by the NTMWD as appropriate for targeted audiences. SEED staff actively promote the Texas Smartscape Web site (www.txsmartscape.com) as well as other regional resources, including Texas A&M AgriLife Water University, and make water conservation brochures and other materials available to the public.

The Water Education Coordinator develops and maintains partnerships with regional and national like-minded entities. These include the Water Efficiency Network of North Texas (WENNT), Texas A&M AgriLife Water University, the Dallas Irrigation Association, the North Central Texas Council of Governments (NCTCOG), EPA WaterSense and others.

SEED offers free classes and workshops, including a multi-part, in-person Sprinkler Spruce Up class series, a hands-on Fix-a-Leak Week workshop and additional seasonal classes on water-efficient gardening topics. SEED maintains a set of online learning modules, which allow users to work through interactive online courses at their convenience. One of these focuses on DIY residential sprinkler repairs. SEED is piloting additional online learning options, including webinars and video clips.

SEED hosts an annual WaterWise Landscape Tour. Residents can visit beautiful, sustainable Plano landscapes that thrived in the summer heat with minimal irrigation. This event introduces attendees to plants and practices that are suitable for North Texas as well as resources to help them incorporate those plants and practices into their own yards.

The City of Plano is an award-winning EPA WaterSense partner. SEED continues to strive for award-worthy excellence by promoting EPA WaterSense campaigns, resources, and products.

The Water Education Coordinator oversees the Water Conservation Incentive Program. This includes free conservation items for City of Plano residents and the Water Rebate Program. See Appendix C for details and guidelines. ~~The continuing public education and information campaign on water conservation includes the following elements:~~

- ~~▪ Designated education coordinator to develop water conservation materials, presentations, exhibits, rebate programs, and educational workshops.~~

In addition, trained water meter technicians to provide face-to-face communication with residents concerning proper irrigation system design and operation and other conservation practices.

- ~~▪ Maintain Web site designed to educate residents on water conserving practices, real time water usage, recommended irrigation schedules, and links to other helpful resources.~~
- ~~▪ Utilize the “Water IQ: Know Your Water” and produce other public education materials as appropriate for targeted audiences.~~
- ~~▪ Insert water conservation information with water bills. Inserts will include material developed by the Environmental Health Department staff and material obtained from the TWDB, the TCEQ, and other sources.~~
- ~~▪ Encourage local media coverage of water conservation issues and the importance of water conservation.~~
- ~~▪ Notify local organizations, schools, and civic groups that SES and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.~~
- ~~▪ Promote the Texas Smartscape Web site (www.txsmartscape.com) and make water conservation brochures and other water conservation materials available to the public at City Hall and other public places.~~
- ~~▪ Make information on water conservation available on City and department Web sites and include links to following websites: “Water IQ: Know Your Water,” Texas Smartscape, NTMWD, Texas Water Development Board, and Texas Commission on Environmental Quality.~~

7. WATER RATE STRUCTURE

The City of Plano will continue to bill customers using an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water. See City of Plano Code of Ordinances §21-147 establishing an increasing block rate structure and minimum charge and base charges for all tiers for residential and commercial/industrial water rates.

8. OTHER WATER CONSERVATION MEASURES

8.1 NTMWD System Operation Plan

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies requiring implementation of a system operation plan. NTMWD's permits do allow some coordinated operation of its water supply sources, and NTMWD is seeking additional water rights for coordinated operation to optimize its available water supplies.

8.2 Reuse and Recycling of Wastewater

The City of Plano does not own and operate its own wastewater treatment plants. The wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. ~~NTMWD has water rights through Lake Lavon allowing reuse of up to 71,882 acre-feet per year of treated wastewater for municipal purposes. In addition, NTMWD has also developed the East Fork Raw Water Supply Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by the NTMWD. These two reuse projects will provide up to 44 percent of the NTMWD's currently permitted water supplies.~~ NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use. In Plano, two golf courses and one athletic training facility use wastewater effluent for irrigation.

8.3 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

State and federal standards have required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, and 3.0 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. As it deems appropriate, the City of Plano will continue to implement ordinances, plumbing codes, and rules for water conserving fixtures as they evolve through relevant building codes and State of Texas requirements. The current plumbing code is adopted in the City of Plano Code of Ordinances §§ 6-236 - 6-239.

8.4 Landscape Water Management Measures

The City of Plano adopts the following basic landscape water conservation measures as required by NTMWD:

- Per the Water Waste, Excess Flow Ordinance, the City of Plano restricts irrigation with sprinklers between the hours of 10 am to 6 pm from April 1 to October 31 of each year. To protect public safety during a freeze event, the City of Plano restricts irrigation with sprinklers any time other than between the hours of 10 am to 6 pm from November 1 to March 31 of each year.
- The City of Plano encourages limiting irrigation with sprinklers to a maximum of twice per week between April 1 and October 31 when not in a drought stage that further limits watering days.

- The City of Plano encourages limiting irrigation with sprinklers to no more than one day per week between November 1 and March 31.
- The City of Plano encourages customers to adhere to designated watering days based on the last digit of their service address.

<u>Service Address</u>	<u>Spring/Summer (April 1 to October 31)</u>	<u>Fall/Winter (November 1 to March 31)</u>
<u>Even (Ends in 0,2,4,6, or 8)</u>	<u>Mondays and Thursdays</u>	<u>Thursdays</u>
<u>Odd (Ends in 1,3,5,7, or 9)</u>	<u>Tuesdays and Fridays</u>	<u>Tuesdays</u>

No person or operation shall cause or permit the flow of excess or fugitive water onto any adjacent property or public right-of-way. This includes watering impervious surfaces and watering during a precipitation or freeze event as stated in the City of Plano Code of Ordinances §21-52.

- The City of Plano discourages the planting of cool season grasses.
- The City of Plano discourages the planting of new landscapes or replacement of existing landscapes during summer months.
- Soaker hoses should be utilized only within a tree's dripline or within 24" of a foundation.

The City has adopted landscape regulations as part of its Zoning Ordinance in Article 3.1200 (Landscaping Requirements). The requirements are intended to minimize waste in landscape irrigation by requiring:

- Submission of a water budget with landscape plans for new commercial development
- Rain sensors on irrigation systems
- Irrigation system zones to water plants based on similar water needs
- Trees and plants suitable for local soil and climate conditions
- Landscape designs that conserve water through creative design and that comply with the following principles:
 - Soil protection and improvement
 - Careful selection and design of turf areas
 - Use of site-appropriate plan materials with water conservation in mind
 - Use of mulch around all plant materials and areas that are not turf or hardscape

In addition, the adopted plumbing codes in the City of Plano Code of Ordinances §6-561 require:

- New irrigation systems meeting detailed requirements of use of drip and low flow irrigation, distribution uniformity (75 percent), low-angle spray heads, designs in accordance with TCEQ
- No spray heads allowed between street and sidewalk planting areas of both residential and commercial properties
- Installation and inspection for irrigation systems that include an evaluation of the system for the distribution uniformity
- Rain and freeze sensors are required on all new irrigation systems. Rain and freeze sensors must be maintained to function

8.5 Additional Water Conservation Measures

- Promote proper maintenance of irrigation systems ~~and sprinklers~~.
- Promote the use of drip irrigation that is properly designed, installed and scheduled.
- Encourage customers to only seek the services of TCEQ licensed irrigators when they pursue contracted irrigation system design or repair. Partner with the Dallas Irrigation Association to promote vetted resources and contractors.
- “At home” car washing can be done only when using a water hose with a shut-off nozzle.
- Charity car washes are allowed only if they use hoses with shut-off nozzles.
- Promote outdoor water efficiency on Web site, including water conserving irrigation systems.
- The Finance Department will continue to use the fixed network system. The fixed network system offers the ability to analyze water usage by meter by time of day. Data is captured on a daily basis which assists in the City's efforts to educate and inform customers of patterns of water usage to help customers make better decisions regarding their water consumption and will also help identify presence of leaks. The city will continue outreach efforts to develop resources to educate customers how they can use the online meter data to view and reduce their water use.
- The City of Plano will consider adding ordinances that regulate water use for splash pads, car washes and ponds. Splash pads and car washes will require recirculating systems, and ponds will be prohibited from using potable water.

8.6 Rebates and Free Distribution of Water Conserving Devices

The Water Conservation Incentive Program is described in **Appendix CD**. The items may change from time to time as the program evolves. The appendix will be modified as these changes occur.

The City offers partial credit for leak repair with sufficient documentation.

8.7 Requirement for Water Conservation Plans by Wholesale Customers

The NTMWD Model Plan requires that every contract for the wholesale sale of water by

Member Cities and/or Customers that is entered into, renewed, or extended after the adoption of this water conservation plan include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water. The Colony is the only active wholesale customer of Plano's water system.

9. IMPLEMENTATION OF THE DROUGHT CONTINGENCY & WATER EMERGENCY RESPONSE PLAN

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources, in this case reservoirs, to be depleted. In the absence of drought response measures, water demands tend to increase during a drought due to the need for additional outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

City of Plano Code of Ordinances §§ 21-53 - 21-60.2 establish procedures and criteria for declaring a water emergency and implementing and terminating drought response stages, procedures for requesting variances, and establishing administrative remedies and fees and criminal penalties for violating the restrictions.

10. COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND NTMWD

The City of Plano will send a copy of this water management plan, the resolution adopting the plan, and the water utility profile to the NTMWD and the Chair of the Region C Water Planning Group.

11. REVIEW AND UPDATE OF WATER MANAGEMENT PLAN

As required by TCEQ rules, the City of Plano will review the Water Management Plan, including the Drought Contingency and Water Emergency Response Ordinance, every five years. The plan will be updated as appropriate based on new or updated information.

12. IMPLEMENTATION AND ENFORCEMENT OF THE WATER MANAGEMENT PLAN

A resolution adopted by the City Council regarding the Water Management Plan on April 22, 2019. The following ordinances are also included as part of the Water Management Plan:

Landscape Water Management Regulation – City of Plano Zoning Ordinance Article 173-1200: Landscaping ~~Requirements~~ and Tree Preservation

Illegal Water Connections and Theft of Water – City of Plano Code of Ordinances §21-17 and §21-18

Water Rates - City of Plano Code of Ordinances §21-147

Drought Contingency & Water Emergency Response - City of Plano Code of Ordinances §§21-53 -21-60.2

Plumbing Code - City of Plano Code of Ordinances §§6-236 - 6-239 and §6-561

Water Waste; Excess Flow~~Fugitive Water~~ - City of Plano Code of Ordinances §21-47 through §21-52

**APPENDIX A
LIST OF REFERENCES**

- (1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rule 288.20.
- (2) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency and Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.

- (3) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (4) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (5) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (6) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (7) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (8) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (9) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (10) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (11) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (12) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (13) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (14) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (15) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.

- (16) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (17) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (18) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (19) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (20) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (21) City of Houston: "Water Conservation Plan," 1998.
- (22) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.
- (23) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (24) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (25) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (26) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (27) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (28) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (29) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.
- (30) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.2.
- (31) Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
- (32) Freese and Nichols, Inc.: *North Texas Municipal Water District Water Conservation and Drought Contingency/Water Emergency Response Plan*, prepared for the North Texas Municipal Water District, Fort Worth, March 2008.
- (33) Edward Motley, Marisa Vergara, Tom Gooch, and Stephanie Griffin: Memorandum to File on "Region C Municipal Water Use Projections Adopted on August 18, 2003," Fort Worth, August 21, 2003.
- (34) City of Austin Water Conservation Division: "City of Austin Water Drought Contingency Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.

- (35) City of Austin Water Conservation Division: "City of Austin Water Conservation Plan, Developed to Meet Senate Bill 1 Regulatory Requirements," Austin, August 1999.
- (36) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan," adopted by the Board of Directors, Lewisville, August 5, 1999.
- (37) Upper Trinity Regional Water District: "Water Conservation Plan and Emergency Water Demand Management Plan (2002 Amended)," adopted by the Board of Directors, Lewisville, February 2002.
- (38) *City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.
- (39) Updates to City of Dallas Water Management Plan found at <http://www.dallascityhall.com> in September 2003.
- (40) *City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.
- (41) *City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.
- (42) Updates to the City of Fort Worth water conservation plan found at <http://ci.fort-worth.tx.us> in September 2003.
- (43) *City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.
- (44) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, February 2000.
- (45) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for Brown County Water Improvement District No. 1, Fort Worth, August 1999.
- (46) Freese and Nichols, Inc.: "Water Conservation and Drought Contingency Plan," prepared for the Sabine River Authority of Texas, Fort Worth, September 1994.
- (47) HDR Engineering, Inc.: "Water Conservation and Emergency Demand Management Plan," prepared for the Tarrant Regional Water District, Austin, June 1998.
- (48) HDR Engineering, Inc.: "Water Conservation Plan for the City of Corpus Christi," adopted by the City of Corpus Christi City Council, August 24, 1999.
- (49) City of Houston's water conservation plan downloaded September 2003 from <http://www.cityofhouston.gov>
- (50) City of Houston: "Ordinance N. 2001-753, Amending Chapter 47 of the Code of Ordinances Relating to Water Emergencies," Houston, August 2001.
- (51) City of Houston: "Ordinance No. 98-764, Relating to Water Conservation," Houston, September 1998.
- (52) City of Houston: "Water Conservation Plan," 1998.
- (53) City of Houston: "Water Emergency Response Plan," Houston, July 15, 1998.

- (54) City of Lubbock: "Water Conservation Plan," ordinance number 10177 adopted by the City Council in August 1999.
- (55) City of El Paso Water Conservation Ordinance downloaded August 14, 2003 from <http://www.epwu.org/ordinance.html>
- (56) San Antonio Water System: "Water Conservation and Reuse Plan," San Antonio, November 1998 with June 2002 updates.
- (57) North Texas Municipal Water District: "District Policy No. 24 Water Conservation Plan Containing Drought Contingency Plan," adopted August 1999.
- (58) GDS Associates, Inc.: "Water Conservation Study," prepared for the Texas Water Development Board, Fort Worth, 2002.
- (59) A & N Technical Services, Inc.: "BMP Costs & Savings Study: A Guide to Data and Methods for Cost-Effectiveness Analysis of Urban Water Conservation Best Management Practices," prepared for The California Urban Water Conservation Council, Santa Monica, California, July 2000.
- (60) *City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.

**APPENDIX B
WATER CONSERVATION UTILITY PROFILE
TO BE UPDATED**

APPENDIX C **WATER CONSERVATION INCENTIVE PROGRAM**

The Water Conservation Incentive Program includes two components, as outlined below:

1. Free Water Conservation Items

The City of Plano offers residents free water conservation items that are available at the Customer and Utility Service counter from 8am to 5pm, Monday through Friday at the Municipal Center.

Following is the list of items available and a description of each item:

- Low-Flow Shower Head: This self-cleaning shower head features a non-aerating spray, meaning less temperature loss and hot water energy savings.
- Toilet Leak Detection Tablets: These dye tablets are used to check for a leak between the toilet tank and bowl.
- Toilet Flapper: Water treatment processes, toilet bowl cleaners, and high water pressure can cause replaceable toilet parts, such as the toilet flapper, to disintegrate. This item should be used to replace an existing toilet flapper if black “goo” is found to be present.
- Kitchen Faucet Aerator: By introducing air into the stream, the aerator provides an even spray pattern while saving water.
- Rain Gauge: This gauge assists the resident in determining how to adjust an outdoor irrigation schedule according to season and recent rainfall.
- ~~Bathroom Faucet Aerator: By introducing air into the stream, the aerator provides an even spray pattern while saving water.~~

Other items are available seasonally, including soil moisture meters and garden kneeling pads embossed with water-efficient landscaping practices.

2. Water Conservation Rebate Program

Program Eligibility and Guidelines

Eligibility:

- Participant must currently own their home and have a City of Plano water utility account in good standing for the property where installation of qualifying item occurred.
- Eligibility is limited to residential homes only; commercial buildings are not eligible.
- To meet eligibility guidelines, items must be purchased from a retailer located within the City of Plano.
- The City of Plano reserves the right to terminate or modify the water conservation rebate program at any time.

Process:

- Resident mails receipt and application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093.

- Completed applications must be received by the City of Plano within 120 days of purchase of eligible water conserving item.
- Utility credits will be processed in the order they are received on a first-come first-served basis.
- The City issues a credit on resident's utility bill within 30 days of receipt of completed application.

WaterSense Approved, High Efficiency Toilets (HET's)

Eligibility:

- Only homes built in 1994 or earlier are eligible for the program.
- Only new, EPA WaterSense labeled high efficiency models of toilets (HET) will be eligible for utility credit.
- New high efficiency qualifying toilet (average of 1.28 gallons per flush) must replace an older, inefficient toilet (using greater than 1.6 gallons per flush). Residence must not already have low-flow or high efficiency toilets (HET's) installed.

Process:

- Resident must first purchase and install qualified toilet from local retailer.
- ~~High Efficiency Toilet~~ Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Once installed, the resident must submit a copy of the receipt and application within 120 days of purchase date.
- Complete application will be sent to City of Plano Water Conservation Rebate Program: ~~4200 W. Plano Pkwy, Plano, TX 75093.~~ by mail, e-mail, fax or hand delivery.
- Credits will be issued to the utility bill for the following amounts:
 - \$100 for the first toilet
 - \$75 for the second toilet
 - \$50 for the third toilet
- If required documentation has not been provided, rebate will be denied.

Rain/Freeze Sensor and EPA WaterSense Labeled Smart/ET Controllers

Eligibility:

- New irrigation systems are not eligible for this program.
- Irrigation system must not already have a rain and freeze sensor device installed.
- Only new rain and freeze sensors and controllers purchased from a retailer located within the City of Plano will be eligible for rebate. The City of Plano does not require an irrigation permit to retrofit an irrigation system for a rain and freeze sensor or a controller.

Process:

- Resident must select, purchase, and install rain/freeze sensor or controller from a retailer within Plano.
- ~~Rain/Freeze Sensor~~ Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Resident must mail in rebate application and proof of purchase no later than 120 days from date of purchase.

- If ~~sensor is~~ installed by a licensed irrigation professional, resident must submit proof of installation, including license number of irrigation professional.
- Complete application will be sent to City of Plano Water Conservation Rebate Program by mail, e-mail, fax or hand delivery.
- ~~Resident will send completed application to City of Plano Water Conservation Rebate Program: 4200 W. Plano Parkway, Plano, TX 75093~~
- The City of Plano will issue a \$50 water utility credit to resident's utility bill for the purchase and installation of a rain freeze sensor or controller.
- If a licensed irrigation profession installed the device and proof of the installation including the irrigator's license number, then a total of \$75 water utility credit will be issued to the resident's utility bill.
- If required documentation has not been provided, rebate will be denied.

Pressure Reducing Valve (PRV)

Eligibility:

- Eligibility is limited to single-family detached homes, townhomes, duplexes and condos that were built before January 1, 2013.
- Apartments and commercial properties are not eligible at this time.
- Applicant must currently own the dwelling and have a City of Plano water utility account in good financial standing for the property where the PRV is installed.
- Water Pressure must exceed 80 psi according to the PRV Eligibility Map at plano.gov/PRVMap.
- PRV should reduce pressure below 80 psi at residence. If it is not possible to reduce water pressure below 80 psi, PRV should be installed according to manufacturer's guidelines for maximum pressure reduction.
- PRV must reduce pressure to the house. PRVs that reduce pressure only to irrigation systems are not eligible for rebate.
- Limit one PRV rebate per residential address.
- PRV must be installed after October 1, 2015 to be eligible for rebate.
- PRV must be installed by a licensed plumber that is registered in the City of Plano.
- PRV must be purchased from a retailer located within the City of Plano.
- If the installation of the valve includes installing expansion tanks at the water heaters, then a Miscellaneous Simple Permit Application should be submitted to the City of Plano Building Inspections Department prior to installation. If the installation of the PRV does not include installation of expansion tanks, then no permit is necessary. Miscellaneous Simple Permit Application can be downloaded from www.buildinginspections.org.

Process:

- The City of Plano will issue a rebate for 50% of the PRV, associated parts, and installation costs. The maximum PRV rebate is \$500. Tax is not included.
- Rebate Applications are available online at www.livegreeninplano.com or www.plano.gov/waterrebates.
- Completed applications and itemized invoice for PRV, associated parts, and installation must be received by the City of Plano within 120 days of

the installation of the PRV. Plumber's license number and installation date must be on the invoice.

- Complete application will be sent to City of Plano Water Conservation Rebate Program by mail, e-mail, fax or hand delivery.

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APPENDIX DC
NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER CONSERVATION REPORT
TO BE UPDATED

DIVISION 3. - WATER WASTE; EXCESS FLOW

Sec. 21-47. - Definitions.

For the purposes of this division, the following definitions shall apply:

Fugitive water shall mean the pumping, flow, release, escape, or leakage of any water from any pipe, valve, faucet, connection, diversion, well, from any water supply, transport, storage disposal or delivery system of a facility onto adjacent property or the public right-of-way. "Fugitive Water" shall not include:

- (1) Storm run-off allowed under the provisions of Article III of Chapter 19 of this Code.
- (2) Flow resulting from temporary water supply system failures or malfunctions.
- (3) Flow resulting from other emergencies.

Nonbeneficial uses shall include but shall not be restricted to the following:

- (1) Landscape water applied in such a manner, rate and/or quantity that it regularly overflows the landscaped area being watered and runs onto adjacent property or public right-of-way.
- (2) Landscape water which leaves a sprinkler system or other application device in such a manner or direction as to spray onto adjacent property or public right-of-way.
- (3) Washing down of hard surfaces such as parking lots, aprons, pads, driveways or other surfaced areas when water is applied in sufficient quantity to flow from that surface onto adjacent property or the public right-of-way.

Public right-of-way shall mean paved or unpaved streets, alleys, drainage, or other public easements and lined or unlined drainage channels, which comprise the municipal storm drainage system.

Responsible party shall mean the owner, manager, supervisor, or person in charge of the property, facility or operation during the period of time the violations are observed.

Waste shall mean the nonbeneficial use of water supplied by the municipal water supply system. "Waste" shall not include:

- (1) Flow resulting from fire fighting or routine inspection of fire hydrants or from training activities.
- (2) Water applied to abate spills of flammable or otherwise hazardous materials.
- (3) Water applied to prevent or abate health, safety, or accident hazards when alternate methods are not available.
- (4) Water which reaches or flows onto adjacent property or public right-of-way when caused by vandalism, wind, or other uncontrollable circumstances or condition.
- (5) Flow resulting from a routine inspection or maintenance of the municipal water supply system.
- (6) Occasional flow resulting from commercial or individual residential applications such as washing of vehicles, boats, or municipal flushing of streets.
- (7) Water used by the traffic engineering division of the city in the course of installation or maintenance of traffic flow control devices.
- (8) Water by contractors or utilities in sawcutting of pavement, compaction, or other uses required under terms of their contract.

(Ord. No. 86-6-15, §§ II, V, 6-9-86)

Sec. 21-48. - Penalty.

Any person who violates any of the provisions of this division shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed one thousand dollars

(\$1,000.00) for each offense, and each day any such violation shall continue shall be deemed to constitute a separate offense.

(Ord. No. 86-6-15, § VII, 6-9-86)

Sec. 21-49. - Administration.

- (a) *Generally.* The city manager, or in his absence the assistant city manager, shall be responsible for the enforcement of this division. He shall prescribe policies, rules, or regulations to carry out the intent and purpose of this division.
- (b) *Suspension of service.* On determination by city staff that a health or safety hazard exists, and failure by the responsible party to abate the nuisance, municipal water service may be suspended at the discretion of the city manager.
- (c) *Variances.* A variance may be issued by the city manager, provided that all options for abatement through modified water management have been exhausted. The variance may be issued for a period not to exceed one (1) year and shall stipulate both corrective measures and a schedule for completion.

(Ord. No. 86-6-15, § VI, 6-9-86)

Sec. 21-50. - Declaring a nuisance condition to exist.

The flow of excess landscape water, fugitive water, and water wastage from any water supply, transport, or delivery system installation or facility onto adjacent property or public right-of-way of the city is hereby declared a nuisance. [Watering that results in the formation of ice on streets, alleys or sidewalks is prohibited.](#)

(Ord. No. 86-6-15, § I, 6-9-86)

Sec. 21-51. - Waste water prohibited.

No person or municipal facility or operation shall waste, cause or permit to be wasted any water furnished by the municipal water supply system of the city. [Watering during the hours of 10 a.m. to 6 p.m. during the months of April through October is prohibited.](#)

(Ord. No. 86-6-15, § III, 6-9-86)

Sec. 21-52. - Fugitive water flow prohibited.

No person or municipal or other government facility or operation shall cause or permit the flow of excess or fugitive water onto any adjacent property or public right-of-way.

(Ord. No. 86-6-15, § IV, 6-9-86)



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/19/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

First Reading of an Ordinance to amend Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC. **First Reading conducted.**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

The City of Plano and Oncor Electric Delivery Company, LLC agree to reinstate the franchise and extend the term of the franchise to expire on August 31, 2019, and there after to allow the franchise to automatically renew for successive terms of six (6) months each. The first reading will be held on Tuesday,

March 19th, 2019, and the second reading will be held on Monday, April 22, 2019. After the second reading, the ordinance will be published for four consecutive weeks in the official Plano newspaper.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/8/2019	Ordinance

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2003-12-12 as amended, which grants a Franchise to Oncor Electric Delivery Company LLC, by reinstating and extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this Ordinance is adopted is open to the public as required by law; providing a severability clause; providing a savings clause; providing for publication; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC.

WHEREAS, on December 8, 2003 the City Council adopted Ordinance No. 2003-12-12, an ordinance granting Oncor Electric Delivery Company LLC (“**Oncor**” or “**Company**”), a franchise for a period of ten (10) years to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property within the City of Plano (“**City**”) for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to City residents and businesses, and the City Council amended such ordinance to include an additional five (5) years by Ordinance No. 2006-11-15, (collectively, the “**Franchise**”); and

WHEREAS, Ordinance No. 2003-12-12, expired on August 31, 2018; and

WHEREAS, the City and Oncor wish to reinstate the Franchise and to extend the term of the Franchise to expire on August 31, 2019 and thereafter to allow the Franchise to renew automatically for successive terms of six (6) months each, but, in any event, the term of such automatic renewals shall terminate on or before August 31, 2043.

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

Section I. The reinstatement and extension to the term of Ordinance No. 2003-12-12 (as amended) of the City of Plano, Texas until August 31, 2019, is hereby approved and agreed to by Oncor and the City of Plano; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period or superseded by a new Franchise agreement or on August 31, 2043, whichever comes first.

Section II. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with the provisions of the Franchise.

Section III. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

Section IV. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

Section V. This Ordinance and Franchise Agreement shall become effective upon Oncor's written acceptance hereof, said written acceptance to be filed by Oncor with the City within sixty (60) days after final passage and publication by City as required by City Charter provided that Oncor has timely filed with the City Secretary its written acceptance of this Ordinance and Agreement. Oncor will pay the reasonable expense for publishing the Caption of this Franchise Ordinance once a week for 4 consecutive weeks in the official newspaper of the City of Plano.

DULY PASSED AND APPROVED ON THE FIRST READING on this the 19th day of March, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DULY PASSED AND APPROVED ON THE SECOND READING (which date is at least 30 days from the first reading) on this the 22nd day of April, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY