



CITY COUNCIL

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

DATE: March 26, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Dr. Craig Curry - First Baptist Church Plano

**PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Boy Scout Troop 221 - Custer Road
United Methodist Church**

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.**

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: The City of Plano has been recognized as the Best Place To Work in
the Star Local Media 2017 Readers' Choice program. **Presented**

Presentation: Frank Turner, retired Plano Deputy City Manager, is being presented
with the Texas Masonic Community Builder Award. **Presented**

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 Expenditures

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

- (a) RFB No. 2018-0207-B for Billingsley Lift Station Upgrade to Axis Construction, LP in the amount of \$128,800; and authorizing the City Manager to execute all necessary documents. **Approved**
- (b) RFB No. 2018-0152-C for a one (1) year contract with four (4) one-year City optional renewals for Custodial Services for Various Locations for the Facilities Department to Eagle Maintenance Company, Inc. in the estimated annual amount of \$1,338,152; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (c) To approve the purchase of an Opticom Emergency Vehicle Preemption System upgrade for Engineering from Consolidated Traffic Controls, Inc. through an existing HGAC contract in the amount of \$335,859; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. PE-05-17) **Approved**

Approval of Contract Modification

- (d) To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Approved**
- (e) To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Approved**

Approval of Change Order

- (f) To ratify an increase to the current awarded contract amount of \$708,450 by \$57,885, for a total contract amount of \$766,335, for Intersection Improvements 2005 from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2007-119-B; Change Order No. 2) **Approved**
- (g) To ratify an increase to the current awarded contract amount of \$821,638 by \$72,068, for a total contract amount of \$893,706, for 14th Street and George Bush Turnpike Waterlines from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2010-81-B; Change Order No. 2) **Approved**
- (h) To ratify a decrease to the current awarded contract amount of \$490,016 by \$174,138, for a total contract amount of \$315,878, for Intersection Improvements; Jupiter, Park, Independence, Ohio & Rambling Way from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2009-177-B; Change Order No. 1) **Approved**

Approval of Expenditure

- (i) To ratify an expenditure in the amount of \$578,293 for RFB No. 2018-0048-B for Russell Creek Park Athletic Field Lighting, Project No. 6890, to NEMA3 Electrical Contractors, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (j) To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow employees of the Town of Fairview to attend classes offered by the City of Plano Professional Development Center in the estimated annual receivable amount of \$2,000; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (k) **Resolution No. 2018-3-5(R):** To support a DART Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project from Shiloh Road in the City of Plano to DFW Airport. **Adopted**
- (l) **Resolution No. 2018-3-6(R):** To authorize the sale of an Easement for Right-of-Way Wastewater Conveyance Pipeline to the North Texas Municipal Water District for their Indian Creek Lift Station No. 2; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. **Adopted**

Adoption of Ordinances

- (m) **Ordinance No. 2018-3-7:** To repeal Ordinance No. 2017-9-11; establishing the number of certain classifications within the Police Department for fiscal year 2017-18; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective April 1, 2018; and providing a repealer clause, a severability clause and an effective date. **Adopted**
- (n) **Ordinance No. 2018-3-8:** To transfer the sum of \$973,288 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the modified reimbursement model rate with Frisco ISD and for personnel expenditures related to the hiring of an additional fifteen (15) Police Officers, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item "A", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**
- (o) **Ordinance No. 2018-3-9:** 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. **Adopted**

- (p) **Ordinance No. 2018-3-10:** To authorize the issuance of “City of Plano, Texas, General Obligation Bonds, Series 2018”; 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**
- (q) **Ordinance No. 2018-3-11:** To authorize the issuance of “City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018”; pledging the net revenues of the City’s combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability 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 adoption of Ordinance No. 2018-3-12** as requested in Zoning Case 2017-037 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend and expand Planned Development-129-General Office on 57.6 acres and rescind Specific Use Permit #105 for Hospital on approximately 50.1 acres of land located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, currently zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop; 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: HSP of Texas, Inc. **Conducted and Adopted with Revision**

- (2) **Public Hearing and adoption of Ordinance No. 2018-3-13** as requested in Zoning Case 2017-039 to amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to Certificates of Occupancy and Land Occupancy Permits; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. **Conducted and Adopted**

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: 3/26/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: The City of Plano has been recognized as the Best Place To Work in the Star Local Media 2017 Readers' Choice program. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Frank Turner, retired Plano Deputy City Manager, is being presented with the Texas Masonic Community Builder Award. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

RFB No. 2018-0207-B for Billingsley Lift Station Upgrade to Axis Construction, LP in the amount of \$128,800; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		7,550	225,833	0	233,383
Encumbered/Expended Amount		-7,550	-18,793	0	-26,343
This Item		0	-128,800	0	-128,800
BALANCE		0	78,240	0	78,240

FUND(S): Sewer CIP

COMMENTS: Funding is available in the 2017-18 Sewer CIP for this item. Construction of upgrades to the Billingsley Lift Station Upgrade, in the amount of \$128,800, will leave a project balance of \$78,240 available for future expenditures on this or other sanitary sewer projects.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

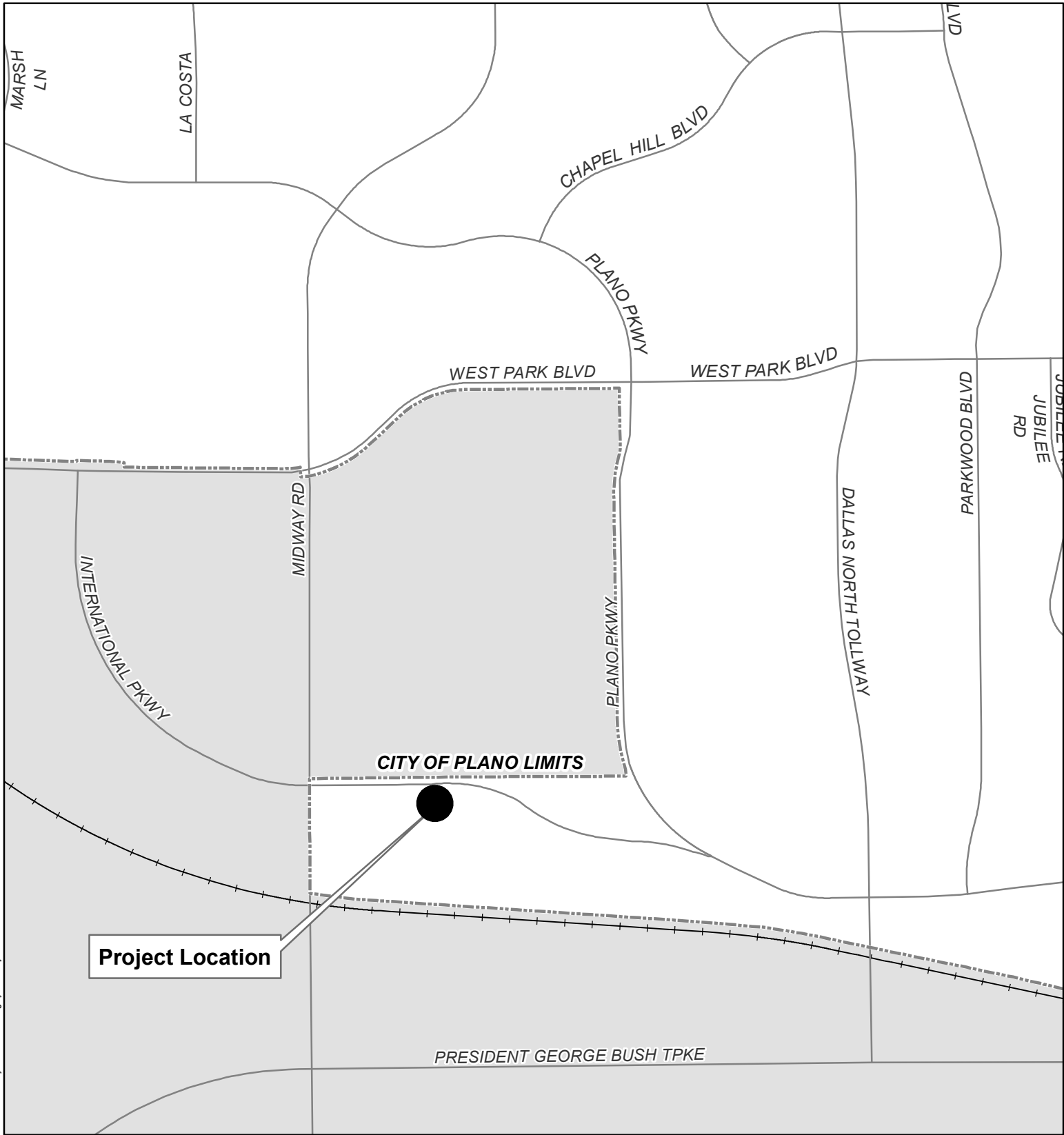
Description	Upload Date	Type
Memo	3/12/2018	Memo
Map	3/12/2018	Map
Bid Recap	3/12/2018	Bid Recap

Date: March 26, 2018
To: Bruce D. Glasscock, City Manager
Via: B. Caleb Thornhill, P.E., Director of Engineering
From: Daniel Prendergast, P.E., Engineering Manager
Subject: Award of Billingsley Lift Station Upgrade Project No. 6831

The Engineering Department accepted bids on February 28, 2018 for the Billingsley Lift Station Upgrade Project No. 6831.

The only responsive and responsible bid was submitted by Axis Construction, LP, a Texas Corporation, in the amount of \$128,800.00. There were a total of 16,380 vendors notified of this project. There was one complete bid submitted for the project.

If this project is not awarded, the lift station will continue to deteriorate, resulting in unauthorized discharge of wastewater, with a negative impact on the environment.



Project Location

Billingsley Lift Station Upgrade

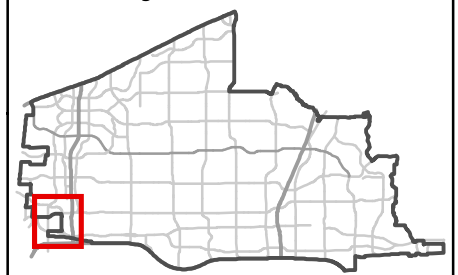
Project No. 6831



0 300 600
Feet



Project Location



CITY OF PLANO

RFB (CIP)

Bid No. 2018-0207-B

Billingsley Lift Station Upgrade

Proj. No. 6831

Bid Recap

Proposal Opening Date/Time: February 28, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 16,380

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 1

Vendor:

Axis Construction, LP

Total Bid

\$128,800.00

Recommended Vendor:

Axis Construction, LP

\$128,800.00

Angie Morales

Angie Morales, Purchasing Assistant

February 28, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0152-C for a one (1) year contract with four (4) one-year City optional renewals for Custodial Services for Various Locations for the Facilities Department to Eagle Maintenance Company, Inc. in the estimated annual amount of \$1,338,152; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 to 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,022,128	6,129,479	8,151,607
Encumbered/Expended Amount	0	-1,019,675	0	-1,019,675
This Item	0	-561,280	-6,129,479	-6,690,759
Balance	0	441,173	0	441,173

FUND(S): General Fund

COMMENTS: Funding for this item is available in the 2017-18 General Fund Budget and will be programmed into future year appropriations approved by the Plano City Council. This item approves an annual contract of \$1,338,152 for custodial services at City of Plano facilities with four optional renewals in the future. 2017-18 expenditures from the initial contract year are estimated to be \$561,280, leaving a current year balance of \$441,173 for future facility services expenditures. In future years, the anticipated expenditures equal \$1,338,152 in the 2018-19, 2019-20, 2020-21 and 2021-22 fiscal years, with the final potential fiscal year expenditure of \$776,871 being in 2022-23.

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	3/15/2018	Memo
Bid Recap	3/19/2018	Bid Recap

Date: March 6, 2018

To: Bruce D. Glasscock
City Manager

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

From: Joe Weigel
Facilities Contract Compliance Supervisor

Subject: **Recommendation Memo for Custodial Services for Various Locations, 2018-0152-C**

Through a Best Value Bid process, the City received bids from six companies, in reference to the above subject, on March 1, 2018. The Evaluation Team consisted of Library, Parks and Recreation Department, Police Department, and Facilities Department staff.

The Evaluation Committee reviewed the bids submitted for custodial services at various locations. There were six bids and one alternate bid submitted from the following: Eagle Maintenance Company, Inc., for \$1,338,151.56; Eagle Maintenance Company, Inc., for \$1,503,746.14 (alternate bid which included additional services); AHI Facility Services, Inc., for \$1,558,234.38; UBM Enterprise, Inc., for \$1,577,764.00; Member's Building Maintenance LLC, for \$1,879,981.23; Oriental Building Services, Inc., for \$2,257,556.40; and Enterprise Professional Services, Inc., for \$3,698,832.21. There was one bid submitted that is deemed non-responsive due to not providing the required bid bond with their bid.

The Committee only evaluated one bid from Eagle Maintenance Company, Inc., due to the fact the remaining bids were not within the budget. Through the evaluation, the Committee determined Eagle Maintenance demonstrated the capability to execute the scope of the contract. Eagle Maintenance was then interviewed on March 6, 2018, and determined that they would provide the best value to the City.

The funding for the bid is budgeted in Contractual – Professional Services 353-6312.

Failure to approve this award will result in the degradation of sanitary conditions, appearance and aesthetics in City of Plano facilities.

Please let me know if you have any questions.

cc: Jim Razinha
Richard Medlen
Matt Yager
Michael Parrish

CITY OF PLANO

BID NO. 2018-0152-C

CUSTODIAL SERVICES FOR VARIOUS LOCATIONS

BID RECAP

Bid Opening Date/Time: March 1, 2018 @ 11:00 AM

Number of Vendors Notified: 4,768

Vendors Submitting "No Bids": 4

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 7

<u>Vendor Name</u>	<u>Base Bid</u>
Eagle Maintenance Company, Inc.	\$1,338,151.56
Alt. 1. Eagle Maintenance Company, Inc.	\$1,503,746.14
AHI Facility Services, Inc.	\$1,558,234.38
UBM Enterprise, Inc.	\$1,577,764.00
Member's Building Maintenance LLC	\$1,879,981.23
Oriental Building Services, Inc.	\$2,257,556.40
Enterprise Professional Services, Inc.	\$3,698,832.21

Recommended Vendor:

Eagle Maintenance Company, Inc.	\$1,338,151.56
---------------------------------	----------------

Michael Parrish

Michael Parrish, Senior Buyer

March 14, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of an Opticom Emergency Vehicle Preemption System upgrade for Engineering from Consolidated Traffic Controls, Inc. through an existing HGAC contract in the amount of \$335,859; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. PE-05-17)

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,466,689	0	3,466,689
Encumbered/Expended Amount	0	-1,038,755	0	-1,038,755
This Item	0	-335,859	0	-335,859
Balance	0	2,092,075	0	2,092,075

FUND(S): Traffic Safety Fund

COMMENTS: Funding is available in the 2017-18 Traffic Safety Fund Budget for this item. The purchase of emergency vehicle preemption system equipment and software, in the amount of \$335,859, will leave a balance of \$2,092,075 available for other traffic safety related expenditures.

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. (HGAC Contract No. PE-05-17 and City of Plano Internal Contract No. 2018-0206-O)

See recommendation memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	3/6/2018	Memo
Quote Recap	3/19/2018	Cooperative Quote Recap

Date: February 20, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Approval of an Expenditure for the Opticom Emergency Vehicle Preemption System Upgrade

The Engineering Department recommends purchasing an upgrade to the existing Opticom Emergency Vehicle Preemption System in the amount of \$335,859.00 through the HGAC Contract Number PE-05-17. Engineering requested a Cooperative Contract quote from Consolidated Traffic Controls, Inc., the reseller for Global Traffic Technologies, LLC. Engineering has reviewed the quote and found this to be the best value for the City.

Opticom Emergency Vehicle Preemption System helps responders to get to emergencies safely and quickly by providing green light in the direction of an emergency vehicle at signalized intersections.

Plano currently uses Opticom system that was first installed over 30 years ago. The current system does not offer the capability to monitor preemption activity in the Transportation Management Center and is an open system, which allows anyone with the right type of emitter to place a preemption request.

This upgrade provides a central management software that will help in monitoring the preemption activity throughout the City, track intersection activity in real time, provides automated maintenance alerts, creates a closed system where only specific devices installed in Plano fire trucks will be able to place a request for preemption, and also offers cross-jurisdictional operability.

If this expenditure is not approved, maintenance issues and misuse of the current Opticom system will continue which will negatively impact mobility and could also result in safety concerns.

CITY OF PLANO
SOLICITATION NO. 2018-0206-O
OPTICOM EMERGENCY VEHICLE PREEMPTION SYSTEM
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

Opticom Emergency Vehicle Preemption System upgrade from Consolidated Traffic Controls, Inc. via HGAC Contract No. PE-05-17	\$ 335,859.00
--	---------------

Low Quote:

Opticom Emergency Vehicle Preemption System upgrade from Consolidated Traffic Controls, Inc. via HGAC Contract No. PE-05-17	\$ 335,859.00
--	---------------

Michael Parrish

Michael Parrish
Senior Buyer

February 28, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2017-18, FY 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	-130,140	0	-130,140
Encumbered/Expended Amount	0	86,760	0	86,760
This Item	0	26,560	65,976	92,536
Balance	0	-16,820	65,976	49,156

FUND(S): General Fund

COMMENTS:

Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$113,320 for 50% of the funding for one (1) Police Officer assigned to the School Resource Program. This represents a decrease of \$16,820 with the modification of the reimbursement rate from June 1, 2018 through September 30, 2018. Funding for the City's portion under the modified agreement is contingent upon the approval of a companion Supplemental Appropriation. Future, full-year revenues under the revised reimbursement rate are estimated at \$65,976 and are contingent upon approval in a separate item for the following year.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:


Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Modification Memo for FISD	3/12/2018	Memo
First Modificaton of FISD ILA	3/12/2018	Other
FISD Interlocal Agreement	3/8/2018	Agreement

Memorandum

Date: March 12, 2018
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: First Modification of School Resource Officer Contract with FISD

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

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

We are requesting 15 additional SROs to reinstitute the Plano Independent School District (PISD) Middle School SRO Program that was cut on 2008 and 2009. Costs will be shared equally with the PISD beginning June 1, 2018. FISD had equally shared costs with Plano before we cut the Middle School SRO Program for PISD. After, FISD paid 100% for their SRO. In fairness to FISD we request the costs for the FISD SRO return to equal sharing beginning June 1, 2018 when we begin equal sharing with PISD.

I recommend we approve this First Modification of the School Resource Officer Contract with FISD for the 2017-2018 school year.

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano and Frisco
	§	Independent School District
	§	
	§	Police/School Resource Officer Program
COUNTY OF COLLIN	§	School Year 2017-2018

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee, and the **FRISCO INDEPENDENT SCHOOL DISTRICT**, an independent school district of Collin County, Texas (hereinafter "FISD"). City and PISD are sometimes collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the City Council approved the Interlocal Agreement with FISD on August 28, 2017 (hereinafter "Agreement") for the operation of the Police/School Resource Officer Program for school year 2017-2018 (hereinafter "Program"); and

WHEREAS, it is necessary to modify the term of such Agreement as set forth herein in this First Modification.

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

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **III. PAYMENT FOR SERVICES** is hereby modified to read in its entirety as follows:

**"III.
PAYMENT FOR SERVICES**

FISD shall pay CITY the sum of \$10,845.00 per month for services rendered from October 1, 2017 through May 31, 2018. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall pay CITY the sum of \$6,640.00 per month for services rendered from June 1, 2018 through September 30, 2018. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

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

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

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

FRISCO INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for FISD

CITY OF PLANO, TEXAS

Date: _____

By: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, *(Authorized representative)* _____ *(Title)* of **FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____, 2018, by **BRUCE D. GLASSCOCK** City Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2017 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2017-2018 fiscal year, to be assigned to duties described in the 2017-2018 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2017 and ending the 30th day of September 2018.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$10,845.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

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

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

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2017-2018 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

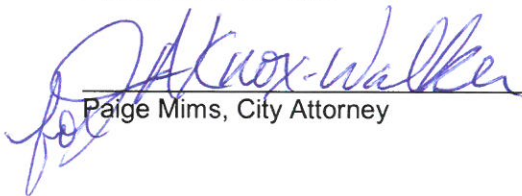
XIV.

ENTIRE AGREEMENT OF PARTIES

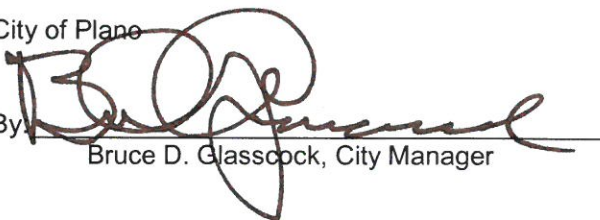
This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an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

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

Approved as to Form:

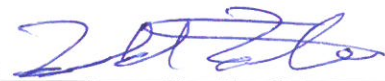

Paige Mims, City Attorney

City of Plano

By: 
Bruce D. Glasscock, City Manager

Approved as to Form:

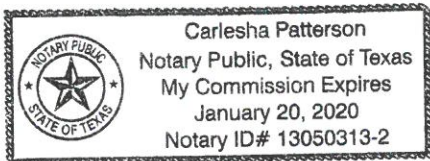
Frisco Independent School District

By: 
Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 30 day of August, 2017 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



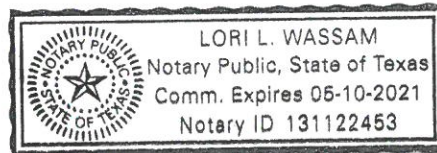
Carlesha Patterson
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 3RD day of AUGUST, 2017 by Todd Fouche, **Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Lori L. Wassam
Notary Public in and for the State of Texas





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2017-18, FY 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	662,844	0	662,844
This Item	0	473,364	1,723,092	2,196,456
Balance	0	1,136,208	1,723,092	2,859,300

FUND(S): General Fund

COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$1,316,208 for 50% of the funding for (24) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools. This represents an increase of \$473,364 for additional reimbursement from PISD from June 1, 2018 through September 30, 2018 for an additional (15) Police Officers added to the program beginning April 1, 2018. Funding for the City's portion of those positions is contingent upon the approval of a companion Supplemental Appropriation. Future, full-year revenues for the additional staffing are estimated at \$1,723,092 and are contingent upon approval in a separate item for the following year.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Modification Memo for PISD	3/12/2018	Memo
First Modification of PISD ILA	3/19/2018	Other
PISD ILA	3/12/2018	Agreement

Date: March 12, 2018

To: Mark Israelson, Deputy City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: First Modification of School Resource Officer Contract with PISD

Since 1983, the Plano Police Department and Plano Independent School District (PISD) have collaborated to provide police presence in the schools. The School Resource Officers (SRO) build relationships with administrators, teachers, students and parents. Additionally they provide the first line of defense against threats to the campuses and investigate criminal incidents.

The SROs are currently assigned to the three Senior High Schools, five High Schools, and the Special Programs facility. The cost of these nine officers, and one sergeant, is shared equally between the City of Plano and PISD.

I am requesting 15 additional SROs to come into the mainstream of other similarly situated Police Departments in the metroplex.

This modification reflects 15 new officers for a total of 24 SROs and 1 Sergeant, with PISD and the City of Plano sharing costs equally.

I recommend approval of this First Modification of School Resource Contract with the Plano Independent School District for the 2017-2018 school year.

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano and Plano
	§	Independent School District
	§	
	§	Police/School Resource Officer Program
COUNTY OF COLLIN	§	School Year 2017-2018

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee, and the **PLANO INDEPENDENT SCHOOL DISTRICT**, an independent school district of Collin County, Texas (hereinafter "PISD"). City and PISD are sometimes collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the City Council approved the Interlocal Agreement with PISD on September 25, 2017 (hereinafter "Agreement") for the operation of the Police/School Resource Officer Program for school year 2017-2018 (hereinafter "Program"); and

WHEREAS, it is necessary to modify the term of such Agreement as set forth herein in this First Modification.

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

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **III. PAYMENT FOR SERVICES** is hereby modified to read in its entirety as follows:

**"III.
PAYMENT FOR SERVICES**

PISD shall pay CITY the sum of \$55,237.00 per month for services rendered from October 1, 2017 through May 31, 2018. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall pay CITY the sum of \$173,578.00 per month for services rendered from June 1, 2018 through September 30, 2018. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of twenty-four (24) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis."

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

PLANO INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Attorney for PISD

CITY OF PLANO, TEXAS

Date: _____

By: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, (*Authorized representative*) _____ (*Title*) of **PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____, 2018, by **BRUCE D. GLASSCOCK** City Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2017, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Resource Officer Program in the 2017-2018 fiscal year, to be assigned to duties described in the 2017-2018 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2017, and ending the 30th day of September 2018.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$55,237.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2017-2018 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

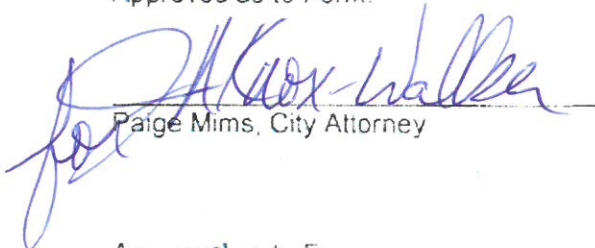
XIV.

ENTIRE AGREEMENT OF PARTIES

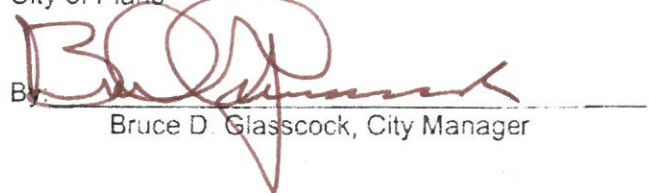
This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an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

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

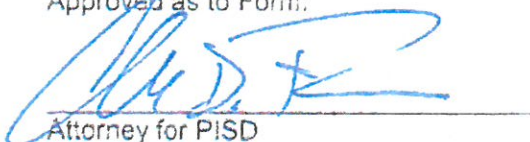
Approved as to Form:


Paige Mims, City Attorney

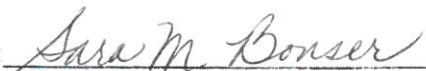
City of Plano


By: Bruce D. Glasscock, City Manager

Approved as to Form:


Attorney for PISD

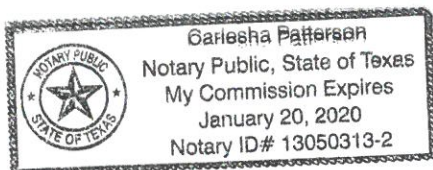
Plano Independent School District

By: 
Sara Bonser
Interim Deputy Superintendent
Plano Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 27 day of September, 2017 by Bruce D. Glasscock, **City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

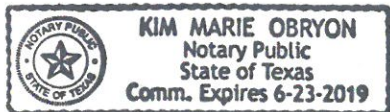


Charlesha Patterson
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 6 day of SEPTEMBER, 2017 by Sara Bonser, **Interim Deputy Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Kim M. Obryon
Notary Public in and for the State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To ratify an increase to the current awarded contract amount of \$708,450 by \$57,885, for a total contract amount of \$766,335, for Intersection Improvements 2005 from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2007-119-B; Change Order No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		958,567	93,558	0	1,052,125
Encumbered/Expended Amount		-958,567	-35,673	0	-994,240
This Item		0	-57,885	0	-57,885
BALANCE		0	0	0	0

FUND(S): Street Improvements CIP

COMMENTS: Funding is available in the 2017-18 Street Improvements CIP for this item. Increasing the existing construction contract for the Intersection Improvements 2005 project by \$57,885 via change order will use the remaining budget for this project.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description

Upload Date

Type

Memo

3/12/2018

Memo

Date: March 26, 2018

To: Bruce D. Glasscock, City Manager

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

From: Daniel Prendergast, P.E., Engineering Manager

Subject: Ratification of Change Order No. 2 – Original Bid No. 2007-119-B for Intersection Improvements 2005 - Project No. 5509

The Engineering Department recommends ratification of Change Order No. 2 for the increase in the construction contract with Jim Bowman Construction Co., L.P., in the amount of \$57,884.87, for the Intersection Improvements 2005 Project.

Change Order No. 2 includes miscellaneous quantity adjustments to the final constructed totals as shown in the table below:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
102	REMOVE REINFORCED CONCRETE PAVEMENT, INCLUDE CURB AND LANDSCAPE RAMP	2412	3060.59	SY	\$13.00	\$8,431.67
104	CONCRETE PAV. RECYCLING	2419	0	SY	\$0.01	(\$24.19)
105	UNCLASSIFIED STREET EXCAVATION	845	1760	CY	\$15.00	\$13,725.00
106	6" COMPACTED SUBGRADE	4267	4483.62	SY	\$0.50	\$108.31
107	10-INCH THICK REINFORCED CONCRETE PAVING 5000 PSI	3832	4031.41	SY	\$59.70	\$11,904.78
108	4-INCH THICK REINFORCED CONCRETE SIDEWALK 3000 PSI	1941	1784.2	SF	\$4.50	(\$705.60)
109	STREET HEADER (SD-1)	385	235.4	LF	\$10.00	(\$1,496.00)
110	TYPE 6 RETAINING WALL	30	72.5	SF	\$190.00	\$8,075.00
111	BRICK PAVER BARRIER FREE RAMP	6	9	EA	\$800.00	\$2,400.00
115	LONGITUDINAL BUTT JOINT	4216	4900.9	LF	\$4.00	\$2,739.60
116	MEDIAN PAVING STONE W/ CONCRETE BASE AND 1" SAND BEDDING	2294	1932.3	SF	\$6.00	(\$2,170.20)
121	METAL BEAM GUARD FENCE W/IMPACT AND T&S END TREATMENT (SD-29)	77	0	LF	\$90.00	(\$6,930.00)
201	STRUCTURAL REMOVAL - CURB INLET	3	4	EA	\$1,000.00	\$1,000.00
205	REMOVE EXISTING 18" RCP	140	292	LF	\$20.00	\$3,040.00
207	PLUG & ABANDON EXISTING RCP	1	2	EA	\$300.00	\$300.00
301	RELOCATE AND ADJUST WATER METER TO GRADE	1	4	EA	\$800.00	\$2,400.00
302	RELOCATE AND ADJUST VALVE BOX TO GRADE	1	0	EA	\$150.00	(\$150.00)
305	ADJUST MANHOLE TO GRADE, INCL. RESEAL	2	1	EA	\$500.00	(\$500.00)
405	REMOVE SIGN AND SALVAGE TO CITY	1	0	EA	\$100.00	(\$100.00)
409	24" WHITE THERMOPLASTIC REFLECTIVE STOP BAR	451	595	LF	\$4.00	\$576.00
413	4" x 36" WHITE THERMOPLASTIC TURN RADIUS MARKINGS	29	31	EA	\$2.00	\$4.00
419	VARIABLE MESSAGE BOARD	5	2	EA	\$800.00	(\$2,400.00)
503	TREE REMOVAL - 3" TO 12"	2	30	EA	\$500.00	\$14,000.00
504	ESTABLISH PERMANENT GROUND COVER (BUFFALO GRASS)	875	0	SY	\$5.00	(\$4,375.00)
505	ESTABLISH PERMANENT GROUND COVER (MATCH ADJACENT)	825	2072	SY	\$4.50	\$5,611.50
605	TYPE 30-B DRILLED SHAFT SIGNAL POLE FOUNDATION	2	1	EA	\$1,750.00	(\$1,750.00)
606	TYPE 42-A DRILLED SHAFT SIGNAL POLE FOUNDATION	2	3	EA	\$3,570.00	\$3,570.00
638	2" PVC ST. LT. CONDUIT	675	775	LF	\$6.00	\$600.00
	TOTAL:					\$57,884.87

If this change order is not approved, the City cannot close out the project.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To ratify an increase to the current awarded contract amount of \$821,638 by \$72,068, for a total contract amount of \$893,706, for 14th Street and George Bush Turnpike Waterlines from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2010-81-B; Change Order No. 2) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		883,313	314,646	0	1,197,959
Encumbered/Expended Amount		-883,313	-242,578	0	-1,125,891
This Item		0	-72,068	0	-72,068
BALANCE		0	0	0	0

FUND(S): Water CIP

COMMENTS: Funding is available in the 2017-18 Water CIP for this item. Increasing the existing construction contract for the 14th Street, Los Rios, Park Vista and George Bush Turnpike Waterlines project by \$72,068 via change order will use the remaining budget for this project.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Social Environment, Economic Environment

ATTACHMENTS:

Description

Upload Date

Type

Memo

3/20/2018

Memo

Date: March 26, 2018

To: Bruce D. Glasscock, City Manager

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

From: Daniel Prendergast, P.E., Engineering Manager

Subject: Ratification of Change Order No. 2 – Original Bid No. 2010-81-B for 14th Street and George Bush Turnpike Waterlines - Project No. 5852.1

The Engineering Department recommends ratification of Change Order No. 2 for the increase in the construction contract with Jim Bowman Construction Co., L.P., in the amount of \$72,068.38, for the 14th Street and George Bush Turnpike Waterlines project.

Change Order No. 2 includes miscellaneous quantity adjustments to the final constructed totals and added items for sewer work performed at the SE corner of Ohio Drive and Mapleshade Lane, as shown in the table below:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
Los Rios Blvd. to Park Vista						
12	Furnish and Install Air Release Valve Assembly	4.00	2.00	EA	\$2,260.00	\$ (4,520.00)
16	Remove and Recycle Existing 8" Concrete Pavement and Replace with 10" Concrete Street Pavement on Compacted Subgrade, Including 6" Integral Curb, Full Depth Saw Cut and Longitudinal Butt Joint using a Minimum 5000 PSI Mix	251.00	388.72	SY	\$70.00	\$ 9,640.40
17	Remove and Recycle Existing 6" Concrete Paving and Replace with 8" Concrete Drive and Alley Pavement on Compacted Subgrade, Including 6" Integral Curb, Using a Minimum 5000 PSI Mix	141.00	342.56	SY	\$66.00	\$ 13,302.96
18	Remove, Recycle and Replace 4" Concrete Sidewalk	439.00	959.96	SY	\$40.50	\$ 21,098.88
20	Remove and Construct Barrier Free Ramp	7.00	9.00	EA	\$600.00	\$ 1,200.00
21	Remove and Refurbish Flower Beds to an Equal or Better Condition	242.00	0.00	LF	\$17.00	\$ (4,114.00)
22	Construct 6" Thick Flexbase in Accordance with Specification 2.1.3.b and 4.5 of the NCTCOG 1987 2nd Edition Specification Book	2703.00	2713.39	SY	\$2.40	\$ 24.94
23	Construct Bollards in Accordance with the Plans	2.00	0.00	EA	\$500.00	\$ (1,000.00)
25	Install Crushed Stone for Extra Embedment	50.00	0.00	CY	\$30.00	\$ (1,500.00)
26	Trench Safety and Support System Implementation for Installation of the Water System	9146.00	8832.00	LF	\$0.10	\$ (31.40)
						\$ 34,101.78

George Bush Turnpike						
2	Furnish and Install 6" Water Pipe, Including all Trenching, Embedment, Backfill, and Incidentals	10.00	14.00	LF	\$30.00	\$ 120.00
						\$ 120.00
Quickway Retail Service Lines						
401	6" SDR 35 Sanitary Sewer	0.00	200.00	LF	\$57.00	\$ 11,400.00
402	4 Foot Diameter Manhole	0.00	1.00	EA	\$2,750.00	\$ 2,750.00
403	Cut, Plug & Abandon Existing Sanitary Sewer	0.00	3.00	EA	\$500.00	\$ 1,500.00
404	Cut, Plug & Abandon Existing Sanitary Force Main	0.00	1.00	EA	\$500.00	\$ 500.00
405	Connect to Existing Sanitary	0.00	1.00	EA	\$750.00	\$ 750.00
406	By-pass pumping	0.00	1.00	LS	\$2,000.00	\$ 2,000.00
407	R/R Existing RC Pavement	0.00	86.72	SY	\$70.00	\$ 6,070.40
408	Remove existing Sidewalk and replace with 4' SW	0.00	19.30	SY	\$54.00	\$ 1,042.20
409	Full Depth Saw Cut	0.00	358.00	LF	\$3.00	\$ 1,074.00
410	Trench Safety Plan	0.00	1.00	LS	\$7,060.00	\$ 7,060.00
411	Trench Safety Install	0.00	200.00	LF	\$1.00	\$ 200.00
412	Erosion Control	0.00	1.00	LS	\$750.00	\$ 750.00
416	Abandon Lift Station	0.00	1.00	LS	\$2,000.00	\$ 2,000.00
417	Install Double Cleanout	0.00	1.00	EA	\$750.00	\$ 750.00
						\$ 37,846.60
					Total	\$ 72,068.38

If this change order is not approved, the City cannot close out the project.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To ratify a decrease to the current awarded contract amount of \$490,016 by \$174,138, for a total contract amount of \$315,878, for Intersection Improvements; Jupiter, Park, Independence, Ohio & Rambling Way from Jim Bowman Construction Co., L.P.; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2009-177-B; Change Order No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		389,471	221,934	0	611,405
Encumbered/Expended Amount		-389,471	-221,934	0	-611,405
This Item		0	174,138	0	174,138
BALANCE		0	174,138	0	174,138

FUND(S): Street Improvements CIP

COMMENTS: This item reduces the existing construction contract for the Intersection Improvements: Jupiter, Park, Independence, Ohio & Rambling Way project by \$174,138 via change order. The encumbered funds released by this change order will be used for other Street Improvement CIP projects in the future.

SUMMARY OF ITEM

See Recommendation Memorandum.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/14/2018	Agreement

Date: March 26, 2018

To: Bruce D. Glasscock, City Manager

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

From: Daniel Prendergast, P.E., Engineering Manager

Subject: Ratification of Change Order No. 1 – Original Bid No. 2009-177-B for Intersection Improvements: Jupiter, Park, Independence, Ohio & Rambling Way - Project No. 5736

The Engineering Department recommends ratification of Change Order No. 1 for the decrease in the construction contract with Jim Bowman Construction Co., L.P., in the amount of \$174,138.09, for the Intersection Improvements: Jupiter, Park, Independence, Ohio & Rambling Way Project.

Change Order No. 1 includes the removal of the Custer Rd and Park Blvd intersection from the project and miscellaneous final quantity adjustments to the project. Custer Rd at Park Blvd had several franchise utility conflicts that delayed construction. In addition, new modifications are required based on increased traffic volumes and changing ADA requirements. The new design incorporates dual left turn lanes at the intersection in addition to the previously planned right turn lanes. The improvements to Custer Rd at Park Blvd will be completed with the Park Blvd Corridor Project which should begin construction later this year. All work on this project has been completed.

If this change order is not approved, the City cannot close out the project. In addition, the improvements at Custer Road and Park Boulevard would need to be completed with two different construction projects that would have a negative impact on traffic and quality of life for nearby residents.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To ratify an expenditure in the amount of \$578,293 for RFB No. 2018-0048-B for Russell Creek Park Athletic Field Lighting, Project No. 6890, to NEMA3 Electrical Contractors, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	625,000	0	625,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-578,293	0	-578,293
Balance	0	46,707	0	46,707

FUND(S): Park Improvements CIP

COMMENTS:

Funding is available in the 2017-18 Park Improvements CIP for this item. The ratification of the expenditure, for Russell Creek Park Athletic Field Lighting, in the amount of \$578,293 will leave a current year balance of \$46,707 available for future expenditures on park improvements.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

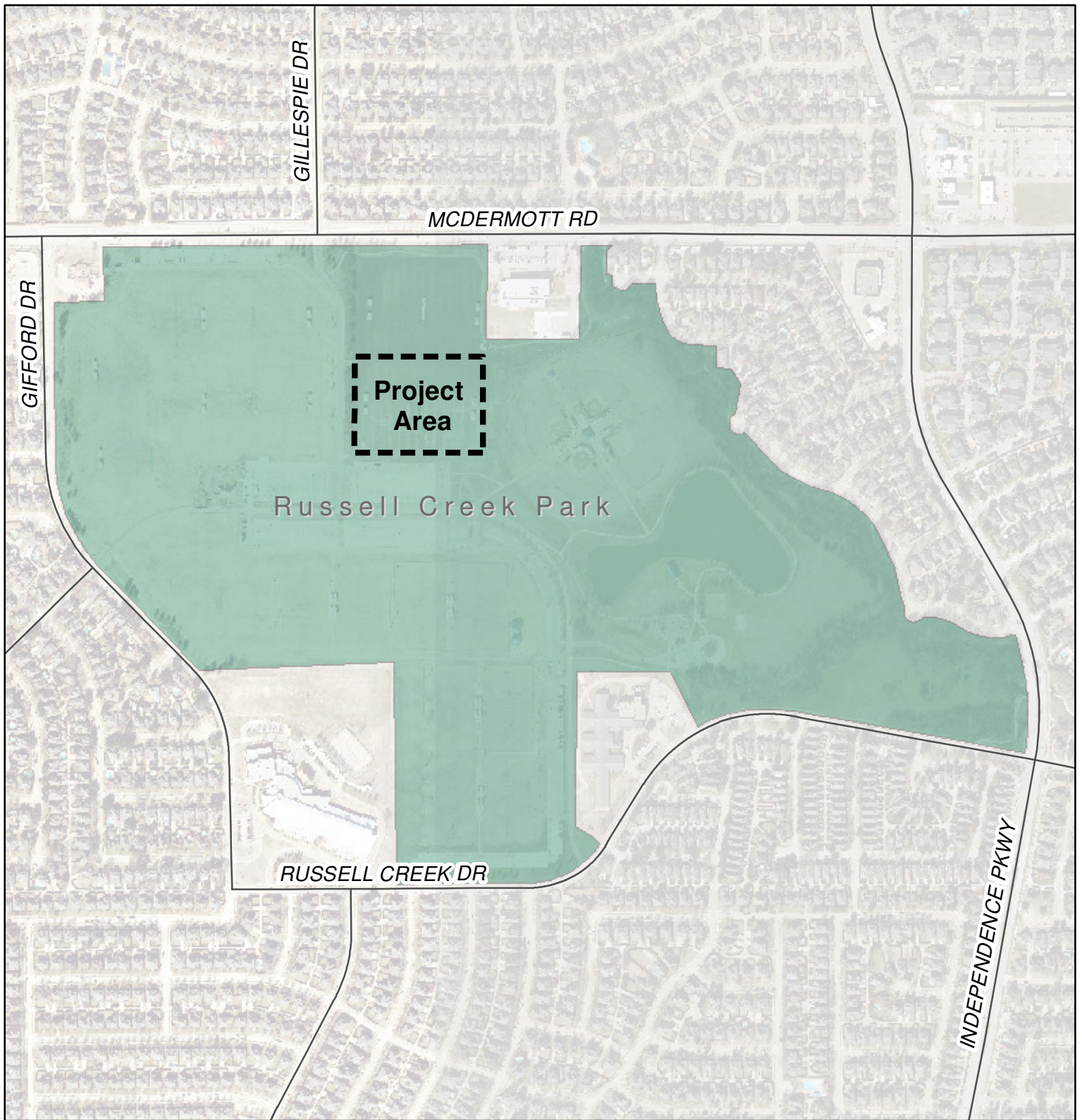
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Location Map	3/15/2018	Map
Recommendation Memo	3/19/2018	Memo
Bid Recap	3/16/2018	Bid Recap



Russell Creek Park
 3500 McDermott Rd.
 Plano, TX 75025

Project Number 6890

Project Location



Date: March 13, 2018

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

From: Robin Reeves, Director of Parks and Recreation

Subject: RFB No. 2018-0048-B for Russell Creek Park Athletic Field Lighting, Project No. 6890

This agenda item is for the ratification due to an administrative error of an expenditure to NEMA3 Electrical Contractors, Inc., in the amount of \$578,293 for RFB No. 2018-0048-B for Russell Creek Park Athletic Field Lighting, Project No. 6890.

This project provides new lighting of multi-use athletic fields that provide for two full-size soccer fields or one full-size cricket pitch in the northeast quadrant of Russell Creek Park. The athletic fields in this area of the park are not currently lighted, and this project will provide the only lighted cricket pitch in the City of Plano. Currently, all cricket pitches are daytime use only. The existing standard soccer field light pole layout at all existing locations does not allow for the dual use of a cricket pitch in the evenings because the poles occur within the pitch play field. The newly lighted pitch will nearly triple the current available weekly cricket game units from 4 to 11 per week. Cricket is a very fast growing sport in the DFW area. The majority of the cricket association members that play in Plano are Plano residents. When cricket is not in season, the lights provide for two additional full-size soccer fields.

Three bids were received for this project. The low bid of \$578,293 from NEMA3 Electrical Contractors, Inc. is below the construction estimate of \$600,000. Funding was approved in the 2017-18 CIP budget. The lighting does not create maintenance impact because it includes a 25 year maintenance warranty on the poles, fixtures and bulbs.

The Parks and Recreation Department recommends ratification of the expenditure to NEMA3 Electrical Contractors, Inc. in the amount of \$578,293.

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0048-B

Russell Creek Park Athletic Field Lighting

Project No. 6890

Bid Recap

Proposal Opening Date/Time: November 13, 2017 @ 2:00 PM (CST)

Number of Vendors Notified: 3,427

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 3

<u>Vendor:</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Nema 3 Electrical Contractors, Inc.	\$578,293.00	\$677,640.66
NRG Conservation, Inc.	\$760,000.00	\$774,000.00
Prater Electric, LLC	\$820,600.00	\$887,500.00

Recommended Vendor:

Nema 3 Electrical Contractors, Inc.	\$578,293.00
-------------------------------------	--------------

Angie Morales

Angie Morales, Purchasing Assistant

November 13, 2017

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Vernie Rambo

CAPTION

To approve an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the Town of Fairview, Texas to allow employees of the Town of Fairview to attend classes offered by the City of Plano Professional Development Center in the estimated annual receivable amount of \$2,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18 thru Annual Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	2,000	6,000	8,000
Balance	0	2,000	6,000	8,000

FUND(S): General Fund

COMMENTS: Approval of this item will result in \$2,000 in annual revenue for the City of Plano from the Town of Fairview for employee training. The estimated annual amount of revenue to be earned in FY 2017-18 is \$2,000. The estimated future annual revenue is based on Annual Renewals at the same amount.

SUMMARY OF ITEM

Interlocal Agreement by and between the City of Plano, Texas and the Town of Fairview employees. This Agreement shall be for a period of one (1) year commencing on the effective date hereof. The Agreement shall automatically renew each year on the Effective Date, unless sooner terminated as

provided in Section V. TERMINATION herein. (City of Plano Contract No. 2018-0161-I).

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
2018-0161-I Interlocal Agreement	3/9/2018	Contract

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE TOWN OF FAIRVIEW, TEXAS
FOR TOWN OF FAIRVIEW EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2018-0161-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **TOWN OF FAIRVIEW, TEXAS**, a home-rule Town hereinafter referred to as "Fairview", as follows:

W I T N E S S E T H:

WHEREAS, Plano and Fairview are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

WHEREAS, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Fairview employees; and

WHEREAS, Fairview desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

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

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

**I.
TERM**

The initial term of this Agreement shall commence on April 1, 2018 (the "Effective Date") and continue for a period of one (1) year, unless sooner terminated as provided in Section **V. TERMINATION** herein. This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term"), unless sooner terminated as provided in Section **V. TERMINATION** herein.

**II.
THE PROGRAM**

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

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Fairview shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Fairview shall provide Plano with required student-employee information for the purpose of registration and documentation. Fairview shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the Town of Fairview.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Fairview.

IV.
CONSIDERATION / FEES

A. Fairview shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Fairview will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Fairview having the revenues available for that contract term.

B. Plano recognizes that this Agreement shall commence upon the Effective Date herein and continue in full force and effect until termination in accordance with its provisions.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Fairview shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Fairview, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

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

VII. NOTICE

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

Town of Fairview Representative:

Judy Webster
Human Resources Director
Town of Fairview
372 Town Place
Fairview, Texas 75069
T 972-886-4226

City of Plano Representative:

Debbie Speed
Human Resources Training Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
T 972-941-7217

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Fairview has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX. SEVERABILITY

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

X. VENUE

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

XI. INTERPRETATION OF AGREEMENT

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

**XII.
REMEDIES**

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

**XIII.
SUCCESSORS AND ASSIGNS**

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

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

TOWN OF FAIRVIEW, TEXAS

Date: 03-06-18

By: _____

Julie Couch
TOWN MANAGER

APPROVED AS TO FORM:

Clark McCoy
Clark McCoy, TOWN ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____

Bruce D. Glasscock
CITY MANAGER

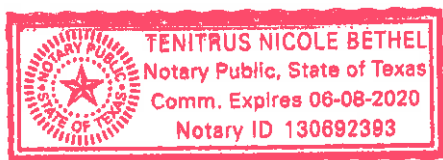
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 6th day of March, 2018, by **JULIE COUCH**, Town Manager, of **TOWN OF FAIRVIEW, TEXAS**, a home-rule Town, on behalf of said Town.



Tenitrus Bethel
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by **BRUCE D. GLASSCOCK**, City Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A

Scope of Services

Training classes to be available to the City of Fairview employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half day class = \$65.00
Full day class= \$110.00
2 hour class = \$35.00
40 Hr. Conflict Mediation = \$ 335.00

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

Resolution No. 2018-3-5(R): To support a DART Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project from Shiloh Road in the City of Plano to DFW Airport. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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

DART has requested comments on their Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project. The resolution outlines the City of Plano's support for the project and makes several requests of DART on possible scope changes.

Strategic Plan Goal:

Strong Local Economy, Exciting Urban Centers - Destination for Residents and Guests, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/19/2018	Memo
Resolution	3/19/2018	Resolution

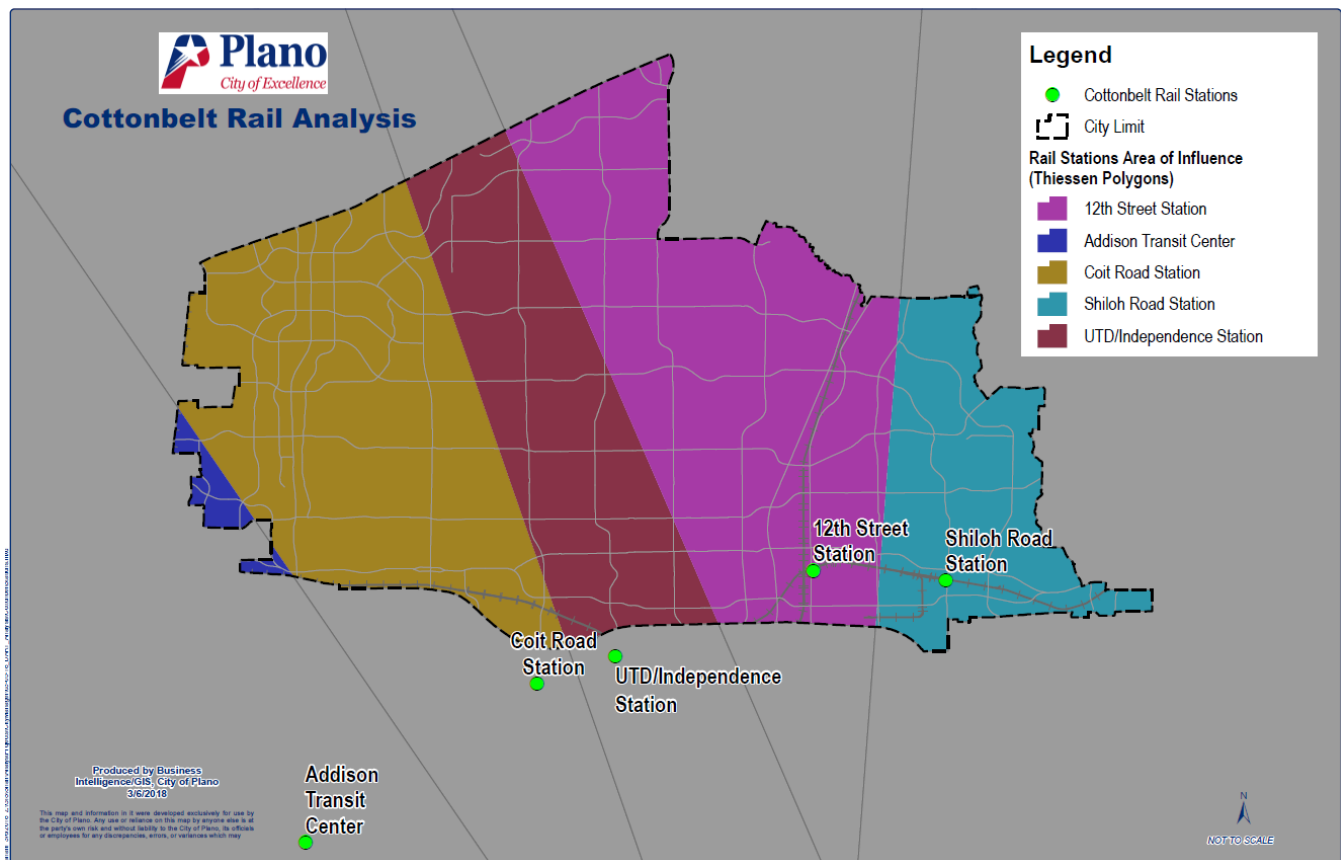
Date: March 16, 2018

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

From: Peter J. Braster, Director of Special Projects

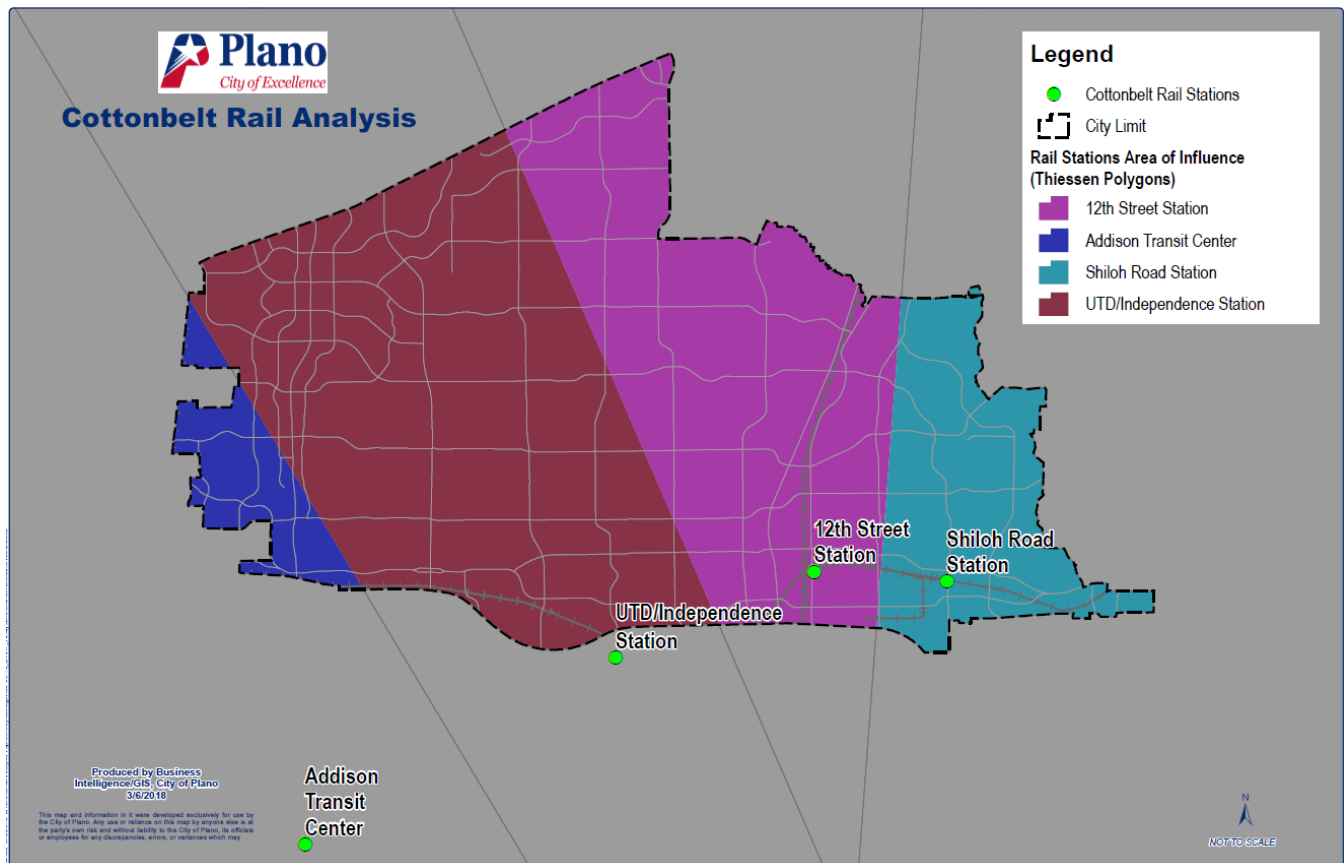
Subject: Resolution supporting DART's Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project.

The purpose of the attached resolution is to outline the City of Plano's support for the Cotton Belt Corridor Regional Rail Project. In addition, the resolution outlines some of the concerns the City has with the project's scope and other cities requests. In particular, the City of Plano is concerned with the City of Dallas' request to eliminate the Coit Road Station. The Coit Road Station will serve a major portion of western Plano (highlighted in gold below).



The elimination of the Coit Road Station will undoubtedly increase the expected parking requirements on the other nearby stations in Addison and University of Texas at Dallas. The

City is requesting that should the DART Board grant Dallas's request, they use the cost savings to add more parking in Addison and University of Texas at Dallas. The following exhibit shows where Plano residents are more apt to park should the Coit Road Station be eliminated:



Another concern is with the grade crossing analysis DART conducted at K Avenue, Municipal Avenue, and Jupiter Road. Staff is concerned that the analysis did not fully appreciate the traffic growth on Plano's eastside. Therefore, we are requesting DART to reinvestigate their grade separation need assessments at those three crossings.

A Resolution of the City of Plano, Texas, supporting a DART Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project from Shiloh Road in the City of Plano to DFW Airport.

WHEREAS, DART is proposing the 26-mile Cotton Belt Corridor Regional Rail Project to enhance passenger rail service opportunities for the North Texas region; and

WHEREAS, the proposed project will provide passenger rail connections and service that will improve mobility, accessibility and system linkages to major employment, population and activity centers in the northern part of the DART Service Area; and

WHEREAS, the proposed project will interface with three DART light rail lines: Red Line in Richardson and Plano, the Green Line in Carrollton and the Orange Line at DFW Airport; and

WHEREAS, the project will also connect to Fort Worth Transit Authority's TEX Rail Regional Rail Line to Fort Worth and the DFW Airport Skylink People Mover; and

WHEREAS, the City of Plano continues to support the development and operation of this project; and

WHEREAS, the DART Cotton Belt Corridor Regional Rail Project includes the extension of the fixed guideway to Shiloh Road, a regional rail station complex near its intersection with the Red Line and a regional rail station at Shiloh Road, in the City of Plano; and

WHEREAS, the Draft Environmental Impact Statement will identify the Cotton Belt alignment, grade separations for street crossings, station locations, and mitigation measures required to meet Federal Transit Administration (FTA) requirements; and

WHEREAS, the DART Board has a "Betterments" policy that provides funding and a community involvement process for enhancements that would be in addition to the mitigation measures required by the FTA.

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

SECTION I: The City of Plano supports the development and operation of the Cotton Belt Corridor Regional Rail Project.

SECTION II: The Plano City Council continues to support the proposed fixed guideway route on the CityLine Alignment and to extend the fixed guideway to Shiloh Road.

SECTION III: The Plano City Council supports the proposed 12th Street rail station complex with Red Line transfer capability and a regional rail station near Shiloh Road.

SECTION IV: The Plano City Council supports member cities contributing to the success of the project by creating tax increment financing districts or cash grants.

SECTION V: The Plano City Council requests savings from the elimination of station(s) should be redirected to providing additional parking at adjacent stations and the reduction of overall project costs.

SECTION VI: The Plano City Council requests that the DART Board maintain its \$50 million commitment to provide enhancements in residential areas of the Cotton Belt corridor, adjust the funding amount to reflect inflation since their resolution was approved in 2006, and stipulate that these funds will be used to provide betterments that would be in addition to the mitigation measures required by the FTA.

SECTION VII: The Plano City Council requests DART reinvestigate the need for grade crossings at K Avenue, Municipal Avenue, and Jupiter Road.

SECTION VIII: The Plano City Council requests DART provide additional parking at the Addison Station and University of Texas, Dallas Station should the Preston Road/ Keller Springs Station and Coit Road Station be eliminated for the project.

SECTION IX: The Plano City Council requests that should DART enact long-term or short-term paid parking policies at the stations, DART member cities' residents receive free parking.

DULY PASSED AND APPROVED, this the 26th day of March, 2018.

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: 3/26/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Resolution No. 2018-3-6(R): To authorize the sale of an Easement for Right-of-Way Wastewater Conveyance Pipeline to the North Texas Municipal Water District for their Indian Creek Lift Station No. 2; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue, CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,500	0	1,500
Balance	0	1,500	0	1,500

FUND(S): Sewer CIP

COMMENTS: This item authorizes the sale of an Easement for Right-of-Way Wastewater Conveyance Pipeline to the North Texas Municipal Water District for the Indian Creek Lift Station No. 2 for \$1,500.

SUMMARY OF ITEM

The North Texas Municipal Water District (NTMWD) is proposing to make upgrades to their Indian Creek Wastewater Lift Station. The proposed upgrades necessitate the need for an Easement for Right-of-Way of 266 square feet. The District has agreed to pay the appraised value of \$1,500 for the Easement. The proposed upgrade will benefit the City as it will increase the capacity of the Lift Station. Staff

recommends approval of the Resolution to authorize the sale of the Easement.

Strategic Plan Goal:

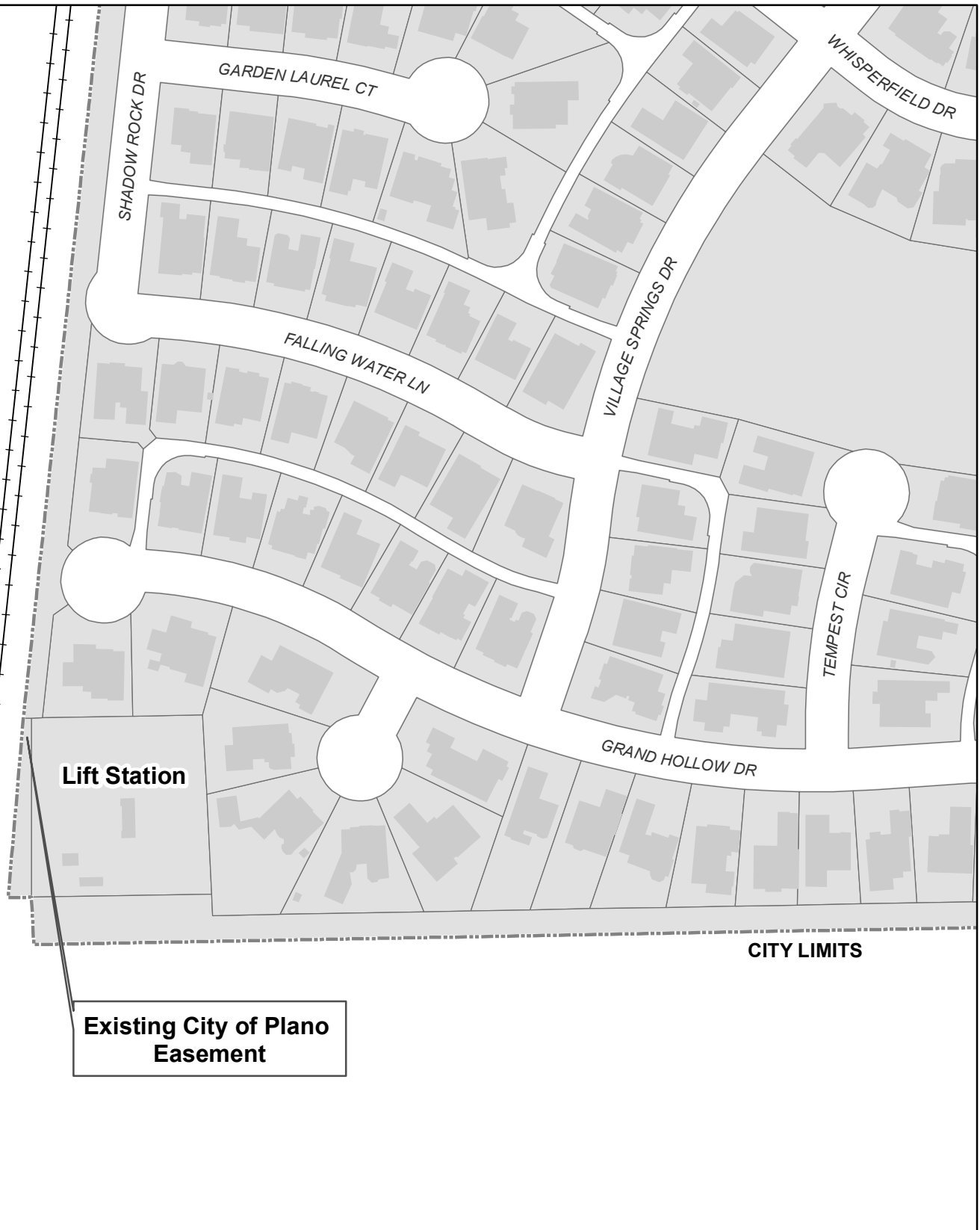
Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Location Map	3/16/2018	Map
Resolution	3/20/2018	Resolution



0 75 150
Feet



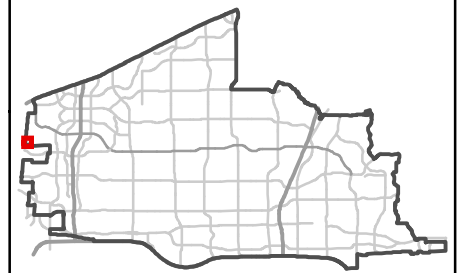
City of Plano GIS Division
March 2018

Indian Creek Lift Station No. 2

North Texas Municipal Water District

Page 74

Project Location



A Resolution of the City of Plano, Texas, authorizing the sale of an Easement for Right-of-Way Wastewater Conveyance Pipeline to the North Texas Municipal Water District for their Indian Creek Lift Station No. 2; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.

WHEREAS, the City of Plano ("City") owns a tract of land described in Exhibit "A" to the Easement for Right-of-Way Wastewater Conveyance Pipeline, which is attached to this Resolution as Exhibit "1" (the "Property"); and

WHEREAS, the City proposes to sell, for fair-market value, an Easement for Right-of-Way Wastewater Conveyance Pipeline over the Property to the North Texas Municipal Water District ("District") for their Indian Creek Lift Station No. 2; and

WHEREAS, the District wishes to buy, for fair-market value, the above-described Easement from the City; and

WHEREAS, Texas Local Government Code Section 272.001(b)(5) provides that the notice and bidding requirements do not apply to this type of conveyance.

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

Section I. The City Council hereby determines that the appraised value of \$1,500.00 is the fair-market value of the Easement.

Section II. The City Manager or his designee is hereby authorized and directed to execute on behalf of the City any and all documents necessary for the conveyance of the Property, including an Easement for Right-of-Way Wastewater Conveyance Pipeline, a copy of said Easement being attached hereto as Exhibit "1" and incorporated herein for all purposes.

Section III. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code as amended.

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

DULY PASSED AND APPROVED this the 26th day of March, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT 1

OWNER: CITY OF PLANO
PARCEL NO.: 1

EASEMENT FOR RIGHT-OF-WAY
WASTEWATER CONVEYANCE PIPELINE
INDIAN CREEK LIFT STATION NO. 2
PROJECT NO. 501-0453-17

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

The undersigned, **CITY OF PLANO**, (hereinafter called "Grantor") for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents, do grant, sell, and convey unto the **NORTH TEXAS MUNICIPAL WATER DISTRICT** Permanent Easement and right-of-way described in Exhibit "A" attached hereto in, over, across and through those certain premises owned by Grantors to construct, operate, reconstruct, perpetually maintain and remove two pipelines for the transportation of wastewater, with all incidental equipment, and appurtenances, on, over, under and through the following described lands situated in Denton County, Texas:

SEE ATTACHED EXHIBIT FOR EASEMENT DESCRIPTION

The Grantee herein, its successors and assigns, shall have, and it is hereby granted the rights of ingress and egress for all purposes incidental to said grant. The Grantee shall utilize the easement for a sewer pipeline and appurtenances including above ground appurtenances.

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipelines and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be

constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor herein, its successors and assigns retain the right, to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this easement, the undersigned represents that he/she is duly authorized to execute this document on behalf of Grantor; that Grantor is the owner of fee simple title to the property across which the easement is being granted; and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

TO HAVE AND TO HOLD unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, my heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS, on this ____ day of _____, 201__.

GRANTOR:

CITY OF PLANO

Signature

Printed Name

Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared _____
_____, in his/her capacity as _____ for **THE CITY OF PLANO**,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 201__.

My Commission Expires: _____

Notary Public in and for The State Of Texas

EXHIBIT "A"
NORTH TEXAS MUNICIPAL WATER DISTRICT
INDIAN CREEK LIFT STATION NO. 2
PROJECT NO. 501-0453-17

PARCEL NO. 1
OWNER: CITY OF PLANO, TEXAS
PERMANENT SEWER EASEMENT
T. WEST SURVEY, ABSTRACT NO. 1344
CITY OF PLANO, DENTON COUNTY, TEXAS

Being a permanent sewer easement situated in the T. West Survey, Abstract No. 1344, City of Plano, Denton County, Texas, and being a portion of a 5,183 square feet or 0.119 acre tract of land conveyed to the City of Plano, Texas as recorded in Instrument No. 94-R0075608 of the Official Public Records of Denton County, Texas, said permanent sewer easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said 5,183 square feet or 0.119 acre tract of land and the southwest corner of HOA Lot 1R, Block B of the Kings Ridge Addition, an addition to the City of Plano, Denton County, Texas, as recorded in Cabinet Y, Page 233 of the Plat Records of Denton County, Texas, said 1/2 inch iron rod also being in the north line of an 80.868 acre tract of land (by deed), as recorded in Instrument No. 2013-110305 of said Official Public Records of Denton County, Texas, **THENCE** North 02 degrees 55 minutes 37 seconds West, with the east line of said 5,183 square feet or 0.119 acre tract of land and with the west line of said HOA Lot 1R, passing at a distance of 55.03 feet, a 5/8 inch iron rod with blue cap stamped "GORRONDONA" found for the northwest corner of said HOA Lot 1R and the southwest corner of a 1.00 acre tract of land (by deed), conveyed to the North Texas Municipal Water District as recorded in Instrument No. 93-R0040432 of said Official Public Records of Denton County, Texas, in all, a distance of 123.25 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA" set for the **POINT OF BEGINNING**, said 5/8 inch iron rod with blue cap stamped "GORRONDONA" having a grid coordinate of N=7,072,904.16 and E=2,471,770.68;

THENCE North 57 degrees 39 minutes 45 seconds West, a distance of 12.18 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA" set for corner;

THENCE North 02 degrees 20 minutes 15 seconds East, a distance of 25.20 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA" set for corner;

THENCE North 67 degrees 44 minutes 20 seconds East, a distance of 8.09 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA" set for corner in the east line of said 5,183 square feet or 0.119 acre tract of land and the west line of said 1.00 acre tract of land;

THENCE South 02 degrees 55 minutes 37 seconds East, with the east line of said 5,183 square feet or 0.119 acre tract of land and with the west line of said 1.00 acre tract of land, a distance of 34.80 feet to the **POINT OF BEGINNING**, and containing 266 square feet or 0.006 acres of land, more or less.

NOTE:

- (1) A plat of same date herewith accompanies this legal description.
- (2) Coordinates are based on the Texas State Plane Coordinate System, NAD 1983, (2011, Epoch 2010.00), North Central Zone (4202) and adjusted to surface values using the Surface Adjustment Factor of 1.000150630. Distances and areas shown are surface values and in U.S. Survey Feet.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Date of Survey: May 19, 2017

By: Richard Kennedy

Surveyor's Name: Richard Kennedy
Registered Professional Land Surveyor
Texas No. 5527
Parcel No. 1
Gorron dona & Associates, Inc.
Texas Firm No. 10106900

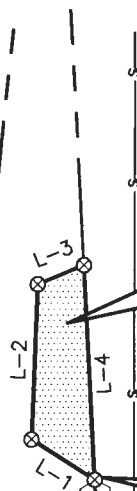


EXHIBIT "A"

PARCEL 1

T. WEST SURVEY
ABSTRACT No. 1344

BURLINGTON NORTHERN RAILROAD
100' ROW
CABINET T, PAGE 219
P.R.D.C.T.



PERMANENT SEWER
EASEMENT AREA
266 SQ. FT. OR
0.006 ACRES

P.O.B.
GRID COORDINATE
N=7,072,904.16
E=2,471,770.68

5,183 SQUARE FEET OR
0.119 ACRES
CITY OF PLANO, TEXAS
INSTRUMENT NO. 94-R0075608
O.P.R.D.C.T.

FOUND 5/8" IR W/CAP STAMPED
"GORRONDONA & ASSOCIATES"

HOA LOT 1R
PROSPER LAND COMPANY LTD
INSTRUMENT NO. 97-86892
O.P.R.D.C.T.

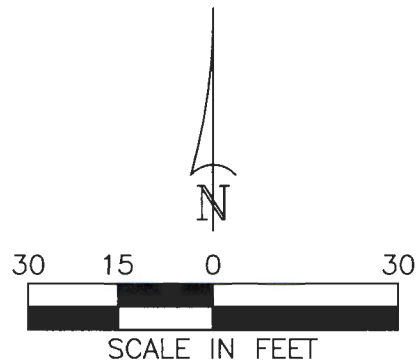
BLOCK B
KINGS RIDGE ADDITION
CABINET Y, PAGE 233
P.R.D.C.T.

CALLED 2.912 ACRES (BY DEED)
EASEMENT AND RIGHT-OF-WAY
CITY OF PLANO
INSTRUMENT NO. 94-R0048018
O.P.R.D.C.T.

P.O.C.
FOUND 1/2" IR

80.868 ACERS (BY DEED)
TEEM CB BELT LINE, INC.,
INSTRUMENT NO. 2013-110305
O.P.R.D.C.T.

25' SANITARY SEWER EASEMENT
NORTH TEXAS MUNICIPAL WATER DISTRICT
INSTRUMENT NO. 93-R0040433
O.P.R.D.C.T.



B. SCHOONOVER SURVEY
ABSTRACT No. 1208

1.00 ACRES (BY DEED)
NORTH TEXAS MUNICIPAL WATER DISTRICT
INSTRUMENT NO. 93-R0040432
O.P.R.D.C.T.

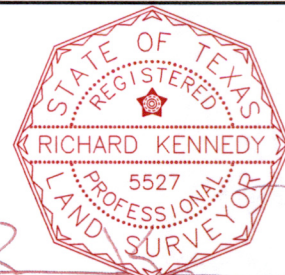
NORTH TEXAS MUNICIPAL WATER DISTRICT
505 E. BROWN ST. P.O. BOX 2408 WYLIE, TEXAS 75098

INDIAN CREEK LIFT STATION NO. 2

PARCEL NO. 1 PERMANENT SEWER EASEMENT
OWNER: PROSPER LAND COMPANY LTD
SURVEY: B. SCHOONOVER SURVEY, NO. 1208 AND T. WEST SURVEY, NO. 1344
LOCATION: CITY OF PLANO, DENTON COUNTY, TEXAS
ACQUISITION AREA: 0.006 ACRES OR 206 SQUARE FEET
WHOLE PROPERTY ACREAGE: 0.119 ACRES OR 5,183 SQUARE FEET

JOB No. AECO1703.00 DRAWN BY: MAP CAD FILE: AECO1703.00_01E_R00.DWG
DATE: MAY 19, 2017 PAGE 3 OF 4 SCALE: 1" = 30'

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

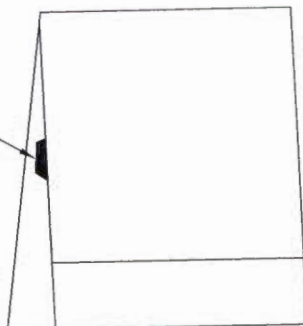


RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106900

EXHIBIT "A"

PARCEL 1

EASEMENT
LOCATION



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 57°39'45"W	12.18'
L-2	N 02°20'15"E	25.20'
L-3	N 67°44'20"E	8.09'
L-4	S 02°55'37"E	34.80'

LEGEND	
⊗	SET 5/8" IRON ROD WITH CAP STAMPED "GORRONDONA"
●	IRON ROD FOUND (AS NOTED)
○	CALCULATED POINT
-----	EASEMENT LINE (AS NOTED)
=====	PERMANENT EASEMENT LINE
-----	PROPERTY LINE (AS NOTED)
—+—	SURVEY LINE
D.R.D.C.T.	DEED RECORDS DENTON COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY TEXAS
M.R.D.C.T.	MAP RECORDS DENTON COUNTY TEXAS

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS PLAT.
2. COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 1983, (2011, EPOCH 2010.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED SURFACE VALUES USING THE SURFACE ADJUSTMENT FACTOR OF 1.000150630. DISTANCES AND AREAS SHOWN ARE SURFACE VALUES AND IN U.S. SURVEY FEET.



NORTH TEXAS MUNICIPAL WATER DISTRICT
505 E. BROWN ST. P.O. BOX 2408 WYLIE, TEXAS 75098

INDIAN CREEK LIFT STATION NO. 2

PARCEL NO. 1 PERMANENT SEWER EASEMENT

OWNER: CITY OF PLANO, TEXAS

SURVEY: T. WEST SURVEY, ABSTRACT NO. 1344

LOCATION: CITY OF PLANO, DENTON COUNTY, TEXAS

ACQUISITION AREA: 0.006 ACRES OR 266 SQUARE FEET

WHOLE PROPERTY ACREAGE: 0.119 ACRES OR 5,183 SQUARE FEET

JOB No. AEC01703.00

DRAWN BY: MAP

CAD FILE: AEC01703.00_01E_R00.DWG

DATE: MAY 19, 2017

PAGE 4 OF 4

SCALE: 1" = 30'

RICHARD KENNEDY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5527 TEXAS FIRM No. 10106900

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Terin Benavente

CAPTION

Ordinance No. 2018-3-7: To repeal Ordinance No. 2017-9-11; establishing the number of certain classifications within the Police Department for fiscal year 2017-18; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective April 1, 2018; and providing a repealer clause, a severability clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	63,665,537	0	63,665,537
Encumbered/Expended Amount	0	-25,738,907	0	-25,738,907
This Item	0	-946,728	-1,049,592	-1,996,320
Balance	0	36,979,902	-1,049,592	35,930,310

FUND(S): General Fund

COMMENTS: This item approves the addition of fifteen (15) Police Officers to the Police Compensation Plan. Funding for these positions and associated costs, in the amount of \$946,728, is contingent upon the approval of a proposed companion Supplemental Appropriation to the adopted FY 2017-18 budget. Future, full-year funding is estimated at \$1,049,592 and is contingent upon approval of future budgets.

SUMMARY OF ITEM

FY2017-18 Plano Police Pay Plan

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/12/2018	Memo
Police Ordinance	3/12/2018	Ordinance
Exhibit	3/12/2018	Exhibit

MEMORANDUM

DATE: *March 9, 2018*

TO: *Bruce D. Glasscock, City Manager*
Mark Israelson, Deputy City Manager

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

SUBJECT: *Supplemental Budget Request – 15 Police Officers*

The Plano Police Department SRO Program began in 1983. Their daily functions include activities such as:

Law Enforcement Functions:

- Completing offense reports
- Conducting follow-up investigations and interviews
- Making arrests
- Issuing citations
- Conducting searches for weapons and contraband
- Issuing criminal trespass warnings
- Deterring assaults and fights
- Advising on school related traffic safety issues
- Advising administrators on crime prevention measures
- Collecting/processing evidence
- Acting as a security presence to prevent and respond to active shooter incidents
- Coordinating the Campus Crime Stopper Program

Counseling and Mentoring Functions:

- Providing personal counseling to students
- Participating in parent conferences
- Providing drug/alcohol referrals

Teaching Functions:

- Traffic safety
- Personal safety

They attend the following schools, at a minimum, to prepare them to work in the schools.

- National Association of School Resource Officers Basic Course (40 hours): This course provides core training in how to function as a law enforcement officer in a school setting, developing counseling and problem solving skills, developing teaching skills, and establishing a collaborative relationship with school staff and administrators.

- National Association of School Resource Officers Advanced Course (24 hours): This course provides instruction on establishing violence cessation programs in schools and advanced crime prevention topics such as crime prevention through environmental design (CPTED) and conducting security assessments of school facilities.
- Crisis Intervention Training (40 hours): This course provides training on recognizing symptoms of mental health consumers and emotionally disturbed persons. Most Plano schools have some students who are mental health consumers or who have behavioral issues that may require intervention. The course includes scenario-based training with actual mental health consumers. Participants learn communication techniques to de-escalate crises and resolve incidents in a safe manner for all involved. The course also provides information on assistance and resources available for mental health consumers.

SROs must also complete the department's Active Shooter Course at least once each year. Other sworn officers attend this training bi-annually. This is an eight-hour, force-on-force practical exercise session conducted in a school facility designed to prepare SROs to contend with school shooting situations. School shootings such as the Columbine, Sandy Hook, or the recent one in Florida are not everyday occurrences. Nevertheless, they happen frequently enough to require additional training for SROs in responding to such incidents. SROs also routinely attend course updates related to gangs, drugs, juvenile law and other topics pertinent to their duties.

We currently have 10 SRO's and 1 SRO Sergeant assigned to the schools to cover 5 of 6 high schools (the Academy High School opened in 2013 has never had an SRO budgeted), 3 Senior Highs, and 1 Special Programs School. We also have 1 SRO assigned to a Frisco Middle School, and Frisco ISD pays 100% of the costs for this position.

The chart below shows the schools that currently have an SRO.

# of SROs	School		# of SROs	School
1	Clark High School		1	Plano West Senior High
1	Fowler Middle School (FISD)		1	Shepton High School
1	Jasper High School		1	Special Programs
1	Plano East Senior High		1	Vines High School
1	Plano Senior High		1	Williams High School
0	Plano ISD Academy High School			

In comparing the Plano Police Department's SRO program to 11 other similarly situated cities in the metroplex, we are the only city without an SRO in each middle school (except Lewisville that has 1 SRO for every 2 middle schools).

The table on the next page outlines the current staffing of the comparison cities' SRO staffing levels.

City	Elementary	Middle or Jr High	Sr. High & High Schools	Alternative School	TOTAL SROs	Total SGTs	Cost Sharing	Remarks
Allen	Covered by 3 Middle School SRO's	All	2 SROs per HS 1 @ Freshman Center.	N/A	9	1	50/50	Cost sharing includes vehicles
Arlington	None	All	All	N/A	18	2	AISD pays 75%	1 SRO covers 2 Middle Schools. 2 Rover SRO's
Carrollton	Served by the 7 SROs	All	All	All	7	1	50/50	Same split for all ISD's
Frisco	Covered by MS SRO's	All	2 each in High Schools. 1 SRO @ Tech Ed. Center	All	26	3	50/50	Adding 2 SROs & a Sgt May-Aug.
Garland	7 SROs serve all campuses	All	2 each in High Schools	All	31	3	50/50 for 23 SROs & 2 supervisors. ISD pays 100% for 8 SROs	2 Floaters
Grand Prairie	Covered by other SRO's	All	2 in each	All	14	1	50/50	1 Rover & Drug K-9
Irving	2 SROs serve all campuses	All	2 each in 3 largest High Schools. 1 at vocational school	All	18	2	50/50	Dallas Co. School ISD serves Carrollton/FB ISD campuses in Irving
Lewisville	None	1 SRO for every 2	All	1 SRO in FY16-17	6	1	50/50	SRO Sergeant is shared w/ other units
McKinney	None	All	2 Each	All	12	1	50/50	2 SROs at 2 of 3 High Schools
Mesquite	None	All	8 SROs serve 5 campuses	All	18	2	50/50	Total SROs includes 2 who teach LETS exclusively
Plano	None	1 SRO @ 1 FISD campus	1 SRO per campus	1 SRO	10	1	PISD = 50/50; FISD pays 100%	9 assigned to PISD 1 assigned to FISD. No SRO at Plano ISD Academy
Richardson	1 Part-time SRO for all campuses	All	2 SROs in each in 3 campuses. Lake Highlands has 4 SROs	All	9	1	50/50	Part-time officers limited to 1000 hours annually

We currently have no middle school liaison officers, as they were cut from the budget in 2008 and 2009, when the City reduced the Police budget due to economic restraints. We also cut our school drug program and a second officer in Plano Senior High in 2003. In 2013 Plano added an Academy High School that was never assigned an SRO.

The table below briefly summarizes the growth and changes in the SRO Program from 1983 to the present.

School Year Start	SROs Added or Deleted	Total SROs	Comments
1983	+2	2	Initial schools in program - PSHS, PESH, Vines, Clark,
1984	No	2	Shepton HS opened – each SRO assigned 3 schools
1987	+1	3	Each SRO assigned 2 schools
1991	No	3	DARE Pilot program started at 1 elementary school
1992	+3	6	Each SRO assigned to one school. First DARE officer assigned to work at 4 elementary schools
1994	No	6	Second DARE authorized in FY 94-95 Budget
1995	+5	11	Middle schools phased into SRO program. 5 middle schools received SROs. SRO Sgt added. SRO program cost shared 50%-50%
1996	+1	12	SRO added for Jasper HS. 85% -15% cost sharing begins
1997	+4	16	SROs assigned to remaining 4 middle schools. Second SRO Sgt added.
1999	+2	18	SROs added for newly opened PWSH and Rice MS. Two additional DARE officers authorized in FY 99-00. Budget to bring total DARE officers to 4.
2000	+3	21	PD receives COPS grant to fund 3 SROs for 3 years at 100% - assigned as second SRO at 3 senior high schools
2001	+1	22	SRO added for Special Programs Schools
2002	+1	23	SRO added for Frankford MS in Dallas - funded 100% by PISD. All 4 DARE officers cut -program eliminated.
2003	-4	19	Second SRO at senior high schools cut with expiration of COPS grant. Frankford MS SRO cut. Middle School SROs began teaching LETS at elementary schools.
2006	+1	20	SRO added for FISD school in Plano City limits with 50%-50% cost sharing. Middle school SROs transitioned to teaching LETS at middle schools.
2008	-5	15	5 middle school SROs cut - each PISD middle school SRO to serve at 2 schools
2009	-5	10	Remaining PISD middle school SROs cut. LETS no longer taught in PISD. FISD agrees to pay 100% to keep Fowler MS SRO
2018	No Change	10	No change.

Plano ISD's Campus Protection Plan

PISD has been utilizing a Campus Protection Plan to try and provide additional security in the absence of a Middle School Liaison Program. In 2013, the Plano Independent School District ("PISD") began engaging uniformed peace officers from several surrounding law enforcement agencies as independent contractors to provide campus protection services for schools without SRO's during the officers' off-duty hours. A memorandum of understanding among PISD, the Plano Police Department, Collin County Sheriff's Office, Murphy Police Department, and three Collin County Constable precincts authorizes campus protection services for PISD beyond that already provided by on-duty SROs.

There are typically six (6) off-duty contract officers serving as PISD campus protection officers at any given time. The primary role of these officers is to: (a) provide a high level of law enforcement visibility through continuous vehicle and foot patrol of designated PISD campuses and facilities; and (b) to provide rapid response to campus emergencies requiring immediate law enforcement intervention. Contract Officers may also be assigned to remain at specific PISD campuses or facilities when additional security is needed at such locations. In responding to calls for assistance or incidents at PISD facilities, the role of Contract Officers will ordinarily be limited to taking steps to preserve the peace, prevent injuries and/or render a situation safe until the arrival of on-duty police officers.

PISD furnishes a marked police service vehicle for use by Contract Officers during campus patrols. The police vehicle is equipped with emergency lighting/siren, patrol rifle vault, district-wide radio system, and smart/cellular phone.

While PISD's Campus Protection plan is not directly funded by the City of Plano, the Plano Police Department supports the plan through the use of city-funded police equipment, firearms, uniforms, and the superior training possessed by off-duty Plano Police Officers. The PISD Campus Protection plan represents an adjunct to police services provided by on-duty Patrol units and SROs, however, it falls well short of a Middle School SRO Program. It does not bring us into the mainstream with other similarly situated metroplex Police agencies.

Supplemental Budget Request

This is a mid-year supplemental budget request for 15 Police Officers to be assigned to the School Resource Officer (SRO) Program. This would return us to the coverage we had assigned to the SRO Program 15 years ago, and keep us in line with other similarly situated cities in the metroplex.

Costs for the SRO Program are shared equally with the Plano Independent School District (PISD) beginning June 1, 2018. Frisco Independent School District (FISD) has 1 middle school in Plano and equally shared costs with Plano before we cut the Middle School SRO Program for PISD. After, FISD paid 100% for their SRO. In fairness to FISD we request the costs for the FISD SRO return to equal sharing beginning June 1, 2018 when we begin equal sharing with PISD.

We would need 14-18 months lead time to hire and train officers to add additional SRO's. I recommend and request 15 new officers for SRO staffing starting April 1, 2018 to begin hiring and training. The next Police Recruit Academy Class is June 11, 2018. The number of recruits we are able to hire and successfully train in this academy will allow us that number of SRO's ready to start the SRO Program at the beginning of the 2019-2020 school year (August 2019). If this is short of the full 15 needed, we will have the SRO's share schools until the rest can be hired, trained, and assigned to the schools.

PISD has indicated they would also purchase Police vehicles for the new Middle School Liaison Officers, so they could respond to issues at their elementary feeder schools. They would only ask us for half the cost of maintenance and fuel for the vehicles, estimated at approximately \$81,000 annually. This expense would be included in the proposed FY18-19 budget for Council consideration along with the SRO Sergeant needed to supervise the new SRO's when they come on line in August 2019. Your consideration is appreciated.

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2017-9-11; establishing the number of certain classifications within the Police Department for fiscal year 2017-18; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective April 1, 2018; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on September 11, 2017 by Ordinance No. 2017-9-11, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective April 1, 2018, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

WHEREAS, the Department recommends, based on operational needs, creation of fifteen (15) Police Officer positions; and

WHEREAS, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2017-9-11 duly passed and approved by the City Council of the City of Plano, Texas on September 11, 2017 is repealed in its entirety effective April 1, 2018.

Section II. The number of positions in the City of Plano Police Department effective April 1, 2018 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2017-18, as set forth in Exhibit "A" is hereby approved and adopted.

Section III. The creation of fifteen (15) Police Officer positions is hereby approved.

Section IV. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

Section V. All provisions of the Ordinances of the City of Plano, codified and uncoded, 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 uncoded, 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 thereof, 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. Upon passage, this Ordinance shall become effective April 1, 2018.

DULY PASSED AND APPROVED, this, the 26th day of March 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO
2017 - 2018 CIVIL SERVICE COMPENSATION PLAN
Effective 4/01/2018
POLICE

RANGE	POLICE	Effective Date - # Positions		BASE 1	6 Mos. 2	12 Mos. 3	18 Mos. 4	24 Mos. 5	30 Mos. 6	36 Mos. 7	60 Mos. 8	120 Mos. 9	180 Mos. 10	240 Mos. 11
001	Police Officer	10/2/2017 - 333 4/1/2018 - 348	Annual:	\$67,640	\$69,920	\$72,209	\$75,415	\$77,896	\$80,557	\$84,645	\$87,034	\$87,631	\$88,229	\$88,826
			Monthly:	\$5,637	\$5,827	\$6,017	\$6,285	\$6,491	\$6,713	\$7,054	\$7,253	\$7,303	\$7,352	\$7,402
			Hourly:	\$32.5192	\$33.6154	\$34.7159	\$36.2570	\$37.4501	\$38.7291	\$40.6949	\$41.8433	\$42.1305	\$42.4176	\$42.7046
002	Sergeant	10/2/2017 - 39	Annual:	\$96,088		\$99,781								
			Monthly:	\$8,007		\$8,315								
			Hourly:	\$46.1960		\$47.9716								
003	Lieutenant	10/2/2017 - 16	Annual:	\$107,269		\$113,698								
			Monthly:	\$8,939		\$9,475								
			Hourly:	\$51.5715		\$54.6626								
004	Deputy Police Chief	10/2/2017 - 4	Annual:	\$124,098		\$131,536								
			Monthly:	\$10,341		\$10,961								
			Hourly:	\$59.6624		\$63.2384								
005	Assistant Police Chief	10/2/2017 - 2	Annual:	\$141,395		\$150,644								
			Monthly:	\$11,783		\$12,554								
			Hourly:	\$67.9782		\$72.4251								
01A	Recruit		Annual:	\$62,675										
			Monthly:	\$5,223										
			Hourly:	\$30.1320										

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jason Gregorash

CAPTION

Ordinance No. 2018-3-8: To transfer the sum of \$973,288 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the modified reimbursement model rate with Frisco ISD and for personnel expenditures related to the hiring of an additional fifteen (15) Police Officers, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item "A", to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	264,603,659	0	264,603,659
Encumbered/Expended Amount	0	0	0	0
This Item	0	973,288	1,115,568	2,088,856
Balance	0	265,576,947	1,115,568	266,692,515

FUND(S): General Fund

COMMENTS:

This is the first supplemental appropriation for the FY 2017-18 General Fund Budget, totaling \$973,288. Additional sales tax revenues that exceed original revenue estimates in the 2017-18 Budget offset this supplemental appropriation.

SUMMARY OF ITEM

Supplemental Appropriation No. 1

This supplemental appropriation facilitates the hiring of additional Police Officers to serve as School Resource Officers and pays for the modified reimbursement model rate with Frisco ISD. Approval would return the program to its original coverage levels and bring the program in line with comparable cities in the metroplex. This item adds personnel expenditures to the General Fund's 2017-18 Operating Budget. Future, full-year funding is estimated at \$1,115,568 and is contingent upon approval of future budgets.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
PD Memo	3/13/2018	Memo
Supplemental Appropriation Ordinance	3/21/2018	Ordinance
Supplemental Appropriation Log	3/16/2018	Exhibit

MEMORANDUM

DATE: *March 9, 2018*

TO: *Bruce D. Glasscock, City Manager*
Mark Israelson, Deputy City Manager

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

SUBJECT: *Supplemental Budget Request – 15 Police Officers*

The Plano Police Department SRO Program began in 1983. Their daily functions include activities such as:

Law Enforcement Functions:

- Completing offense reports
- Conducting follow-up investigations and interviews
- Making arrests
- Issuing citations
- Conducting searches for weapons and contraband
- Issuing criminal trespass warnings
- Deterring assaults and fights
- Advising on school related traffic safety issues
- Advising administrators on crime prevention measures
- Collecting/processing evidence
- Acting as a security presence to prevent and respond to active shooter incidents
- Coordinating the Campus Crime Stopper Program

Counseling and Mentoring Functions:

- Providing personal counseling to students
- Participating in parent conferences
- Providing drug/alcohol referrals

Teaching Functions:

- Traffic safety
- Personal safety

They attend the following schools, at a minimum, to prepare them to work in the schools.

- National Association of School Resource Officers Basic Course (40 hours): This course provides core training in how to function as a law enforcement officer in a school setting, developing counseling and problem solving skills, developing teaching skills, and establishing a collaborative relationship with school staff and administrators.

- National Association of School Resource Officers Advanced Course (24 hours): This course provides instruction on establishing violence cessation programs in schools and advanced crime prevention topics such as crime prevention through environmental design (CPTED) and conducting security assessments of school facilities.
- Crisis Intervention Training (40 hours): This course provides training on recognizing symptoms of mental health consumers and emotionally disturbed persons. Most Plano schools have some students who are mental health consumers or who have behavioral issues that may require intervention. The course includes scenario-based training with actual mental health consumers. Participants learn communication techniques to de-escalate crises and resolve incidents in a safe manner for all involved. The course also provides information on assistance and resources available for mental health consumers.

SROs must also complete the department's Active Shooter Course at least once each year. Other sworn officers attend this training bi-annually. This is an eight-hour, force-on-force practical exercise session conducted in a school facility designed to prepare SROs to contend with school shooting situations. School shootings such as the Columbine, Sandy Hook, or the recent one in Florida are not everyday occurrences. Nevertheless, they happen frequently enough to require additional training for SROs in responding to such incidents. SROs also routinely attend course updates related to gangs, drugs, juvenile law and other topics pertinent to their duties.

We currently have 10 SRO's and 1 SRO Sergeant assigned to the schools to cover 5 of 6 high schools (the Academy High School opened in 2013 has never had an SRO budgeted), 3 Senior Highs, and 1 Special Programs School. We also have 1 SRO assigned to a Frisco Middle School, and Frisco ISD pays 100% of the costs for this position.

The chart below shows the schools that currently have an SRO.

# of SROs	School		# of SROs	School
1	Clark High School		1	Plano West Senior High
1	Fowler Middle School (FISD)		1	Shepton High School
1	Jasper High School		1	Special Programs
1	Plano East Senior High		1	Vines High School
1	Plano Senior High		1	Williams High School
0	Plano ISD Academy High School			

In comparing the Plano Police Department's SRO program to 11 other similarly situated cities in the metroplex, we are the only city without an SRO in each middle school (except Lewisville that has 1 SRO for every 2 middle schools).

The table on the next page outlines the current staffing of the comparison cities' SRO staffing levels.

City	Elementary	Middle or Jr High	Sr. High & High Schools	Alternative School	TOTAL SROs	Total SGTs	Cost Sharing	Remarks
Allen	Covered by 3 Middle School SRO's	All	2 SROs per HS 1 @ Freshman Center.	N/A	9	1	50/50	Cost sharing includes vehicles
Arlington	None	All	All	N/A	18	2	AISD pays 75%	1 SRO covers 2 Middle Schools. 2 Rover SRO's
Carrollton	Served by the 7 SROs	All	All	All	7	1	50/50	Same split for all ISD's
Frisco	Covered by MS SRO's	All	2 each in High Schools. 1 SRO @ Tech Ed. Center	All	26	3	50/50	Adding 2 SROs & a Sgt May-Aug.
Garland	7 SROs serve all campuses	All	2 each in High Schools	All	31	3	50/50 for 23 SROs & 2 supervisors. ISD pays 100% for 8 SROs	2 Floaters
Grand Prairie	Covered by other SRO's	All	2 in each	All	14	1	50/50	1 Rover & Drug K-9
Irving	2 SROs serve all campuses	All	2 each in 3 largest High Schools. 1 at vocational school	All	18	2	50/50	Dallas Co. School ISD serves Carrollton/FB ISD campuses in Irving
Lewisville	None	1 SRO for every 2	All	1 SRO in FY16-17	6	1	50/50	SRO Sergeant is shared w/ other units
McKinney	None	All	2 Each	All	12	1	50/50	2 SROs at 2 of 3 High Schools
Mesquite	None	All	8 SROs serve 5 campuses	All	18	2	50/50	Total SROs includes 2 who teach LETS exclusively
Plano	None	1 SRO @ 1 FISD campus	1 SRO per campus	1 SRO	10	1	PISD = 50/50; FISD pays 100%	9 assigned to PISD 1 assigned to FISD. No SRO at Plano ISD Academy
Richardson	1 Part-time SRO for all campuses	All	2 SROs in each in 3 campuses. Lake Highlands has 4 SROs	All	9	1	50/50	Part-time officers limited to 1000 hours annually

We currently have no middle school liaison officers, as they were cut from the budget in 2008 and 2009, when the City reduced the Police budget due to economic restraints. We also cut our school drug program and a second officer in Plano Senior High in 2003. In 2013 Plano added an Academy High School that was never assigned an SRO.

The table below briefly summarizes the growth and changes in the SRO Program from 1983 to the present.

School Year Start	SROs Added or Deleted	Total SROs	Comments
1983	+2	2	Initial schools in program - PSHS, PESH, Vines, Clark,
1984	No	2	Shepton HS opened – each SRO assigned 3 schools
1987	+1	3	Each SRO assigned 2 schools
1991	No	3	DARE Pilot program started at 1 elementary school
1992	+3	6	Each SRO assigned to one school. First DARE officer assigned to work at 4 elementary schools
1994	No	6	Second DARE authorized in FY 94-95 Budget
1995	+5	11	Middle schools phased into SRO program. 5 middle schools received SROs. SRO Sgt added. SRO program cost shared 50%-50%
1996	+1	12	SRO added for Jasper HS. 85% -15% cost sharing begins
1997	+4	16	SROs assigned to remaining 4 middle schools. Second SRO Sgt added.
1999	+2	18	SROs added for newly opened PWSH and Rice MS. Two additional DARE officers authorized in FY 99-00. Budget to bring total DARE officers to 4.
2000	+3	21	PD receives COPS grant to fund 3 SROs for 3 years at 100% - assigned as second SRO at 3 senior high schools
2001	+1	22	SRO added for Special Programs Schools
2002	+1	23	SRO added for Frankford MS in Dallas - funded 100% by PISD. All 4 DARE officers cut -program eliminated.
2003	-4	19	Second SRO at senior high schools cut with expiration of COPS grant. Frankford MS SRO cut. Middle School SROs began teaching LETS at elementary schools.
2006	+1	20	SRO added for FISD school in Plano City limits with 50%-50% cost sharing. Middle school SROs transitioned to teaching LETS at middle schools.
2008	-5	15	5 middle school SROs cut - each PISD middle school SRO to serve at 2 schools
2009	-5	10	Remaining PISD middle school SROs cut. LETS no longer taught in PISD. FISD agrees to pay 100% to keep Fowler MS SRO
2018	No Change	10	No change.

Plano ISD's Campus Protection Plan

PISD has been utilizing a Campus Protection Plan to try and provide additional security in the absence of a Middle School Liaison Program. In 2013, the Plano Independent School District ("PISD") began engaging uniformed peace officers from several surrounding law enforcement agencies as independent contractors to provide campus protection services for schools without SRO's during the officers' off-duty hours. A memorandum of understanding among PISD, the Plano Police Department, Collin County Sheriff's Office, Murphy Police Department, and three Collin County Constable precincts authorizes campus protection services for PISD beyond that already provided by on-duty SROs.

There are typically six (6) off-duty contract officers serving as PISD campus protection officers at any given time. The primary role of these officers is to: (a) provide a high level of law enforcement visibility through continuous vehicle and foot patrol of designated PISD campuses and facilities; and (b) to provide rapid response to campus emergencies requiring immediate law enforcement intervention. Contract Officers may also be assigned to remain at specific PISD campuses or facilities when additional security is needed at such locations. In responding to calls for assistance or incidents at PISD facilities, the role of Contract Officers will ordinarily be limited to taking steps to preserve the peace, prevent injuries and/or render a situation safe until the arrival of on-duty police officers.

PISD furnishes a marked police service vehicle for use by Contract Officers during campus patrols. The police vehicle is equipped with emergency lighting/siren, patrol rifle vault, district-wide radio system, and smart/cellular phone.

While PISD's Campus Protection plan is not directly funded by the City of Plano, the Plano Police Department supports the plan through the use of city-funded police equipment, firearms, uniforms, and the superior training possessed by off-duty Plano Police Officers. The PISD Campus Protection plan represents an adjunct to police services provided by on-duty Patrol units and SROs, however, it falls well short of a Middle School SRO Program. It does not bring us into the mainstream with other similarly situated metroplex Police agencies.

Supplemental Budget Request

This is a mid-year supplemental budget request for 15 Police Officers to be assigned to the School Resource Officer (SRO) Program. This would return us to the coverage we had assigned to the SRO Program 15 years ago, and keep us in line with other similarly situated cities in the metroplex.

Costs for the SRO Program are shared equally with the Plano Independent School District (PISD) beginning June 1, 2018. Frisco Independent School District (FISD) has 1 middle school in Plano and equally shared costs with Plano before we cut the Middle School SRO Program for PISD. After, FISD paid 100% for their SRO. In fairness to FISD we request the costs for the FISD SRO return to equal sharing beginning June 1, 2018 when we begin equal sharing with PISD.

We would need 14-18 months lead time to hire and train officers to add additional SRO's. I recommend and request 15 new officers for SRO staffing starting April 1, 2018 to begin hiring and training. The next Police Recruit Academy Class is June 11, 2018. The number of recruits we are able to hire and successfully train in this academy will allow us that number of SRO's ready to start the SRO Program at the beginning of the 2019-2020 school year (August 2019). If this is short of the full 15 needed, we will have the SRO's share schools until the rest can be hired, trained, and assigned to the schools.

PISD has indicated they would also purchase Police vehicles for the new Middle School Liaison Officers, so they could respond to issues at their elementary feeder schools. They would only ask us for half the cost of maintenance and fuel for the vehicles, estimated at approximately \$81,000 annually. This expense would be included in the proposed FY18-19 budget for Council consideration along with the SRO Sergeant needed to supervise the new SRO's when they come on line in August 2019. Your consideration is appreciated.

An Ordinance of the City of Plano, Texas, transferring the sum of \$973,288 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2017-18 for the purpose of providing funding for the modified reimbursement model rate with Frisco ISD and for personnel expenditures related to the hiring of an additional fifteen (15) Police Officers, amending the Budget of the City adopted by Ordinance No. 2017-9-6, specifically Section 1, Item “A”, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2017-18 setting the appropriations for the General Fund at \$264,603,659; and

WHEREAS, the City of Plano Police Department is requesting an additional appropriation in the total amount of \$973,288 to provide funding for the modified reimbursement model rate with Frisco ISD and for personnel expenditures related to the hiring of an additional fifteen (15) Police Officers; and

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

WHEREAS, the City Council now finds that additional appropriations to the General Fund to provide funding for the modified reimbursement model rate with Frisco ISD and the hiring of an additional fifteen (15) Police Officers allows for the best utilization of Police Department personnel to provide campus protection services for the city's schools, and that such action is a public necessity.

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

SECTION I. The estimated sum of NINE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$973,288) is hereby transferred from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation, as reflected in Section 1, Item “A” of the ordinance.

SECTION II. The budget of the City of Plano for fiscal year 2017-18 as adopted by Ordinance No. 2017-9-6 is amended to reflect the action taken herein.

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

SECTION IV. This Supplemental Appropriation No. 1 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 26th DAY OF MARCH, 2018.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2017-18
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Additional fifteen (15) Police Officers for SROs	Police	973,288
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 973,288</u>
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PTV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RISK MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$ 973,288</u>



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña x-7156

CAPTION

Ordinance No. 2018-3-9: 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. **Adopted**

FINANCIAL SUMMARY

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	-57,140	-57,140
Balance	0	0	-57,140	-57,140

FUND(S): This item will result in property tax exemptions to 86 properties ranging from 38% to 100% of the appraised improvement value in the 2018-19 fiscal year. The initial estimate of revenue lost from these exemptions totals \$57,140 based on the 2017 appraised value and tax rate. However, please note since 2018 appraised values have not been established and the 2018 property tax rate has not been set, the actual value of these exemptions will not be determined until September 2018.

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/12/2018	Memo
Vice Chair Report	3/19/2018	Informational
Ordinance	3/12/2018	Ordinance
Exhibit A - Properties Recommended for Approval of the 2018 Tax Exemption	3/12/2018	Exhibit
Exhibit B - Properties Recommended for Denial of the 2018 Tax Exemption	3/12/2018	Exhibit

Date: March 8, 2018

TO: Bruce D. Glasscock, City Manager
Jack Carr, P.E., Deputy City Manager

FROM: Bhavesh Mittal, Heritage Preservation Officer

SUBJECT: 2018 Heritage Tax Exemption Properties

On February 27, 2018, the Heritage Commission reviewed 87 properties eligible to receive the 2018 Historic Structures Property Tax Exemption and recommended approval for 86 properties and denial of one property. The proposed ordinance and supporting spreadsheets listing the properties recommended for approval and denial are attached to this memorandum. City Council will consider these documents with the Heritage Commission's recommendation at the March 26, 2018, meeting.

The three participating taxing entities: City of Plano, Plano Independent School District (PISD), and Collin College, and their respective elected officials, must approve the list of exempted properties each year. Staff has mailed the Heritage Commission's recommended properties to the PISD Board of Trustees and the Collin College Board of Trustees for their review and approval. Collin County developed a separate tax abatement program in 2014 and no longer participates in the city's tax exemption program.

Program Information:

The City of Plano's Heritage Tax Exemption Program was established in 1984 to provide an incentive for owners of historic properties to continue to maintain them in a manner that reflects their significance to the community. The tax exemptions apply to the value of "improvements" to the property (historic buildings, accessory buildings, fencing, etc.), not to the land value. The percentage of the exemption depends on whether a property is commercial or residential, and whether or not it is an "individually designated" Heritage Resource or a "contributing or compatible" property within a Heritage Resource District. Potential heritage resources are not eligible for tax exemption. The exemption rates and property categories are noted below:

Class	Property Category	Exemption Rate
A	Individually Designated - Residential Use	100%
B	Individually Designated - Non-Residential Use	50%
C	Contributing or Compatible Structure - Residential Use	75%
D	Contributing or Compatible Structure - Non-Residential Use	38%

In accordance with the Heritage Tax Exemption Program Ordinance, it is necessary to conduct an annual survey of all properties to ensure that proper maintenance and upkeep is occurring. This year, the survey was conducted between January 8 and January 19. During the annual survey, staff visits each property, notes exterior issues requiring maintenance or repair, and photographs these items for the property owner's reference. The repair/maintenance items are rated by the following four classifications:

1. Good (G) - Elements rated 'Good' have few or no cosmetic imperfections or require only minor/routine maintenance. There is no deadline for completing 'Good' conditions.
2. Fair (F) - Elements rated 'Fair' indicate early signs of wear, failure, or deterioration, though the element is generally performing its intended purpose. There is no deadline for completing 'Fair' conditions, however, the property owner is encouraged to contact the Heritage Preservation Officer to discuss a repair strategy and prevent the element from deteriorating further.
3. Poor (P) - Elements rated 'Poor' require major repair/replacement. A 'Poor' rated repair would have to be addressed by the tax exemption deadline of the following year for the property to remain eligible for program participation. The property owner is encouraged to contact the Heritage Preservation Officer when an element is rated 'Poor' to discuss the deadline and next steps for addressing the repairs.
4. Non-Permitted Construction (N) - Elements which have been completed, installed, or are currently under construction without a Certificate of Appropriateness could result in a denial recommendation of the current evaluation and taxing year.

The Commission and the Council also have the authority to extend a maintenance issue if it is determined that extenuating circumstances require more time to complete a particular repair. Reminder letters are mailed to property owners noting the repair/maintenance items that should be addressed in order to retain the tax exemption. In addition, any property owner may contact staff with questions about repair items or concerns about completing the work on time.

2018 Program Results and Heritage Commission Recommendation:

The initial estimate of the 86 property tax exemptions totals \$57,140 in city receipts and \$242,338 for all three participating tax entities.

Please note since 2018 appraised values have not been established and the 2018 property tax rate has not been set, the actual value of these exemptions will be determined by the Collin Central Appraisal District in September 2018. The Appraisal District will also apply other applicable property exemptions, such as Homestead and/or Over 65, which will adjust the actual value.

The spreadsheet titled "Properties Recommended for Approval of the 2018 Tax Exemption" (Exhibit A) summarizes the properties recommended for approval and includes information such as exemption percentage applied, property improvement values, and estimated tax exemption values for each taxing entity. Additionally, the last page summarizes the total estimated tax exemption for each taxing entity. Once all taxing entities have acted on the request, the property list will be forwarded to the Central Appraisal District for its records.

Staff will be available during the Council meeting regarding this agenda item to respond to any questions the Council may have regarding the 2018 Heritage Tax Exemption Program.

xc: Christina Day, AICP, Director of Planning

Recommendation of the Heritage Commission
Vice Chairman's Report
Agenda Item No. 3
February 27th 2018

Public Hearing & Consideration – 2018 Annual Heritage Tax Exemption Program Recommendations

Staff Recommendation:

Staff recommended approval of 84 qualified compliant properties with 813 17th Street to be considered separately, as a Heritage Commission member owns the property. Staff recommended denial of the following 3 properties based on deficiencies not addressed in the prior year or work performed without an approved Certificate of Appropriateness:

1. 815 E. 16th Street – Comments supporting denial included:
 - Prior year deficiencies:
 - i. Cracks in the front porch that were observed in 2017
 - New deficiencies:
 - i. East façade vinyl siding observed in 2018 to need cleaning or replacement
 - ii. Louvered gable vent on West side observed in 2018 to need repainting or touch-up matching the existing color
2. 913 18th Street - Comments supporting denial included:
 - Prior year deficiencies:
 - i. West façade observed in 2017 to need cleaning and painting matching the existing color
 - New deficiencies:
 - i. Decorative piece on the free-standing sign in the front yard observed missing in 2018
 - ii. Siding on West façade observed in 2018 to need repair or replacement
3. 1211 E. 15th Street (Hood House) - Comments supporting denial included:
 - Work performed without an approved Certificate of Appropriateness:
 - i. No approved substantial conforming site plan, per stipulation on a prior Certificate of Appropriateness #HC-2013-31 issued on September 24th of 2013. The stipulation states:
Issuance of a substantial conforming site plan approval from the Planning Department's Development Review Division; and issuance of any necessary permits from the Building Inspections, Public Works and Environmental Health Departments is required.
 - New deficiencies:
 - i. Porch roof on East side observed in 2018 to need repair
 - ii. Paint near East side porch roof observed in 2018 to need touch-up
 - iii. Wood picket fence on East and South side observed in 2018 to need repair

Comments from the Owner – 815 E. 16th Street:

The Owner at 815 E. 16th Street was present, spoke, and answered questions from the Commission on February 27, 2018.

The Owner requested his property be approved. The Owner stated in the past he had used liquid cement to fix the cracks but had not been addressing the cause of the issue, which was shifting of the house due to foundation issues. The Owner stated that his intent was to fix the problem properly to avoid future problems. The Owner stated he had the foundation repaired in the Summer of 2017 but was told by the contractor to wait 6 months before doing any work to allow for settling. The Owner stated that the work was completed within a week of the meeting and provided pictures of the final repair.

Comments from the Owner – 913 18th Street:

The Owner at 913 18th Street was present, spoke, and answered questions from the Commission on February 27, 2018.

The Owner requested a 60-day extension to have the work completed. The Owner stated he had recently applied for approval of the paint color he intended to use to repaint his property, which he anticipated to take up to 30 days. The Owner stated that he was aware that he was behind the schedule but intended to make sure the work was done right.

Comments from Commissioners in Support of Approval of 815 E 16th Street and Provisional Approval of 913 18th Street:

Commissioners requested more information on extensions. Staff explained these recommendations are due to go before City Council on March 26th in order to meet the Collin County Appraisal District deadline. A 60-day extension could not be met. Time will be needed to prepare for City Council, which would further reduce the time available for extension. Improvements were required to be completed by January 1st. There could be some exceptions on a local basis if there were extenuating circumstances as outline in the ordinance. Commissioners discussed how the extension they could provide would not necessarily hurt in either case.

Commissioners requested information on the application for Certificate of Appropriateness for 913 E 18th Street. Staff reported that an application had been submitted for paint and necessary repair work.

Commissioners request confirmation on the three extenuating circumstances. Staff confirmed the following three documented circumstances:

- Cost estimate or other information indicating the required repair is more substantial than expected;
- Documentation that the issue(s) was misidentified or did not exist in the manner described in the tax exemption survey; or
- Documentation that the issue is being addressed as a part of a larger series of repairs or improvements and has received approval with a Certificate of Appropriateness.

Commissioners requested whether or not there was a submission for Certificate of Appropriateness for the work at 815 E 16th Street. Staff confirmed that there was no need for a Certificate of Appropriateness as it was a repair and did not change the aesthetic of the porch.

Commissioners requested staff provide a history of compliance on the properties at 815 E 16th Street and 913 18th Street. Staff confirmed that they were not aware of any compliance issues with regards to either of the two properties.

Commissioners discussed whether the work on the porch at 815 E 16th Street being a part of a larger project as it was part of a foundation repair and qualify under extenuating circumstances under the ordinance.

Comments from Commissioners in Support of Denial of 1211 E. 15th Street:

Commissioners requested staff provide a history of compliance on the property at 1211 E 15th Street. Staff confirmed that there had been an outstanding site plan issue with this property since 2013.

Commissioners discussed while there may be other circumstances that might not be solvable at this point and should be taken under separate consideration from the other two properties recommended for denial.

Comments from Commissioners in Support of Denial of 913 18th Street:

Commissioners expressed concern about approving any extension for 913 18th Street as no work had been done and no Certificate of Appropriateness had been granted. Commissioners discussed how the maximum extension available would be 10-days. Staff confirmed that would be the maximum time they could provide based on a March 13th appeal date.

Comments from Commissioners in Support of Denial of 815 E 16th Street, 913 18th Street, and 1211 E. 15th Street:

Commissioners discussed that denial does not prevent an Owner from resolving the issues and applying for the Heritage Tax Exemption the following year and that no requests had been made before the January 1st deadline. The purpose for the deadline to maintain consistency and that changing the rules could cause a problem.

Commissioners expressed property owners were given ample notice and that we should hold everyone to the same schedule unless there is a special hardship.

Motion:

A motion was made for the approval of the 83 qualifies compliant properties recommended by staff, the approval of the property at 815 E. 16th Street, a provisional approval for the property at 913 18th contingent on completion by March 9th, and denial of the property at 1211 E. 15th Street.

Passed 5-2

Commissioner Brooks recused himself. A motion was made for the approval of the property at 813 17th Street as recommended by staff.

Passed 6-0

Respectfully Submitted,
/s/ Brian Bedingfield
Brian Bedingfield
Vice Chair
Heritage Commission

An Ordinance of the City of Plano, Texas, providing 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.

WHEREAS, Article 8, Section 1-F of the Texas Constitution and the Texas Tax Code, Section 11.24, enable the City of Plano to exempt from taxation part or all of the assessed value of a structure if the structure is designated as a historically or archeologically significant site in need of tax relief to encourage its preservation; and

WHEREAS, City of Plano Ordinance No. 2017-2-2, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

WHEREAS, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for ad valorem tax relief for 2018.

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

Section I. The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for tax exemptions for the current year (2018) consistent with the relief indicated in the attached exhibit and in accordance with the provisions of Ordinance No. 2017-2-2.

Section II. All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

Section III. 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 should not affect the validity of any other portion of this ordinance.

Section IV. This Ordinance shall become effective immediately upon its passage as required by law.

PASSED AND APPROVED THIS 26TH DAY OF MARCH 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT A - HERITAGE COMMISSION RECOMMENDED LIST OF PROPERTIES FOR 2018 TAX EXEMPTION APPROVAL

	Heritage Resource/Heritage District	Location	Owner	Address	City	ST	Zip	2018 COMMENTS <u>NOTE:</u> Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/19. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recomm- endation	Tax Exemption Percentage	2017 Improvement Value	Plano City (CPL) 0.46860%	Collin College (JCN) 0.079810%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2018
1	Carlisle House	1407 E. 15th Street	Michael and Harriet Linz	1407 E. 15th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	100%	\$410,368	\$1,923	\$328	\$5,905	\$8,156
2	Arch Weatherford House	1410 E. 15th Street	Josephine Howser	1410 E. 15th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	100%	\$274,295	\$1,285	\$219	\$3,947	\$5,451
3	Roller House	1413 E. 15th Street	Damon & Kimberly Gonzalez	1413 E. 15th Street	Plano	TX	75074	2018 Comments: Paint touch up needed at first floor fascia at front façade to match existing color (F) Paint touch up needed at garage door trim at east facade to match existing color (F)	BM/KS/MB	Approval	100%	\$457,700	\$2,145	\$365	\$6,586	\$9,096
4	Salmon House	1414 E.15th Street	Kenny Wilson	1414 E.15th Street	Plano	TX	75074	2018 Comments: Window trims and corner boards at rear (south) façade needs paint touch-up to match existing (F) Siding on the second floor at south façade needs repair/replacement (P)	BM/KS/MB	Approval	100%	\$326,697	\$1,531	\$261	\$4,701	\$6,493
5	Schell House	1210 E. 16th Street	Michael & Debra Hamilton	1210 E. 16th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	100%	\$176,955	\$829	\$141	\$2,546	\$3,517
6	Carpenter House	1211 E. 16th Street	Elizabeth Pool	1211 E. 16th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	100%	\$412,931	\$1,935	\$330	\$5,942	\$8,207
7	Little Carlisle House	1611 K Avenue	Little Carlisle House LLC	1611 K Avenue	Plano	TX	75074	2018 Comments: Paint touch-up needed on window trims at the south façade to match existing color (F)	BM/KS/MB	Approval	50%	\$164,853	\$386	\$66	\$1,186	\$1,638
8	Forman House	1617 K Avenue	Gwen Workman	1617 K Avenue	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	50%	\$255,545	\$599	\$102	\$1,839	\$2,539
9	McCall Skaggs House	1704 N Place	William and Annette Armstrong	1704 N Place	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM	Approval	100%	\$196,490	\$921	\$157	\$2,827	\$3,905
10	Wells Homestead	3921 Coit Road	Richard Wells	5001 K Avenue	Plano	TX	75074	2018 Comments: Repair and paint touchup needed at few locations on west (rear) side fence to match existing color (P) Paint touch-up needed on porch columns and mansard roof at front façade to match existing color	BM	Approval	50%	\$162,576	\$381	\$65	\$1,170	\$1,616
11	Plano National Bank/IOOF Lodge	1001 E. 15th Street	The Schell Family Trust B	P. O. Box 860355	Plano	TX	75086-0355	2018 Comments: Paint touchup needed at the northwest entry door to match existing color (F)	DM/SS	Approval	50%	\$487,532	\$1,142	\$195	\$3,508	\$4,845
12	Mitchell House	609 E. 16th Street	Peggy Mitchell	609 E. 16th Street	Plano	TX	75034	2018 Comments: Clean paint overspray on doors and windows located at the east, west, and south elevations (P) Clean overgrown/dead vegetation on the lattice panels at the gazebo (P) Repair porch floor beam and trim work at the gazebo (P) Paint the entire gazebo (F)	BM/KS/MB	Approval	100%	\$64,722	\$303	\$52	\$931	\$1,286
13	Wyatt House	807 E. 16th Street	Margarita Eliot	807 E. 16th Street	Plano	TX	75074	2018 Comments: Paint touch up needed at a few locations on the wood picket fence (F) Paint touch up needed on roof fascia at front facade to match existing color (F)	BM/KS/MB	Approval	100%	\$185,452	\$869	\$148	\$2,669	\$3,686
14	Will Schimelpfenig House	900 17th Street	Jack and Cindy Boggs	1802 Weanne Drive	Richardson	TX	75082	2018 Comments: Repair porch roof bow at the front (north) facade (P) Missing vent cover at the west facade of the detached garage building (P) Repair and clean or replace the roof gutter at the west facade of the detached garage building (F)	BM/KS/MB	Approval	100%	\$224,118	\$1,050	\$179	\$3,225	\$4,454
15	Bagwill-Sherrill Building	1015 E. 15th Street	Metropolitan Interests Corp. 1015 Metropolitan Plano, Ltd.	3838 Oak Lawn Avenue, Suite 1416	Dallas	TX	75219	2018 Comments: Paint touch-up needed at the front (south) door and door step to match existing color (F) Missing filler piece at the front awning detail (P)	DM/SS	Approval	50%	\$188,189	\$441	\$75	\$1,354	\$1,870
16	Merritt Building	1023 E. 15th Street	M. F. Robert and Mirna Lynch	4604 Lawson Court	Plano	TX	75093	2018 Comments: Repair pilaster crack located at the roof level and paint touch-up to match existing color (F) Repair and paint touch-up needed at the front (south) door threshold (F)	DM/SS	Approval	50%	\$189,263	\$443	\$76	\$1,362	\$1,881
17	Mathews House	901 17th Street	Jennifer Owens	939 North Winnetka	Dallas	TX	75208	2018 Comments: Missing roof shingles at west facade (P) Exterior staircase at the rear (north) façade needs paint touch-up to match existing color (F) Repair/replace bent roof gutter on the first floor roof at the rear façade (F)	BM/KS/MB	Approval	100%	\$233,562	\$1,094	\$186	\$3,361	\$4,642
18	Schimelpfenig-Dudley-O'Neal House	906 17th Street	Jenni and Jeff Steele	906 17th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	100%	\$446,341	\$2,092	\$356	\$6,423	\$8,871
19	R.A. Davis House	906 18th Street	Whitehead & Sheldon LLC	906 18th Street, Suite 300	Plano	TX	75074	2018 Comments: Repair siding by the front (north) porch steps (P) Repair stucco and roof flashing at the west façade and paint touch-up to match existing color (P) Repair window sill and shingles at a few locations on the second floor at the west façade and paint touch-up to match existing color (P)	BM/KS/MB	Approval	50%	\$328,507	\$770	\$131	\$2,364	\$3,264
20	Mary Schimelpfenig House	914 18th Street	Tony and Debbie Holman	914 18th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	50%	\$71,197	\$167	\$28	\$512	\$707
21	Aldridge House	1615 H Avenue	Clinton M. Haggard	7352 Independence Parkway	Frisco	TX	75035	2018 Comments: Repair siding at the second floor porch at the south façade (F)	BM/KS/MB	Approval	100%	\$324,826	\$1,522	\$259	\$4,674	\$6,456
22	Lamm House	1709 H Avenue	John and Helen Proch	1709 H Avenue	Plano	TX	75074	2018 Comments: Paint touchup needed at a few locations at front (east) façade to match existing color (F) Repair decorative feature at the gable located above the front (east) porch roof (F)	BM/KS/MB	Approval	100%	\$184,773	\$866	\$147	\$2,659	\$3,672

EXHIBIT A - HERITAGE COMMISSION RECOMMENDED LIST OF PROPERTIES FOR 2018 TAX EXEMPTION APPROVAL

	Heritage Resource/Heritage District	Location	Owner	Address	City	ST	Zip	2018 COMMENTS <u>NOTE:</u> Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/19. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recomm- endation	Tax Exemption Percentage	2017 Improvement Value	Plano City (CPL) 0.46860%	Collin College (JCN) 0.079810%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2018
23	Hughston House	909 18th Street	Discovery Healthcare Consulting Group	909 18th Street	Plano	TX	75074	2018 Comments: Repair shingles on the west side of the second floor porch and paint touch-up to match existing color (F) Cleaning and paint touch-up needed at a few locations at west façade to match existing color (F)	BM/KS/MB	Approval	50%	\$393,985	\$923	\$157	\$2,835	\$3,915
24	Haggard Park	617 E. 16th Street	Peggy Ostrander	617 E. 16th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$210,407	\$375	\$64	\$1,151	\$1,589
25	Haggard Park	1600 Carpenter Drive	Wendi Carter	1600 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$184,855	\$650	\$111	\$1,995	\$2,755
26	Haggard Park	1601 Carpenter Drive	Jett Sarrett and Amber Foreman	4637 Saginaw Court	Plano	TX	75024	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$184,855	\$650	\$111	\$1,995	\$2,755
27	Haggard Park	1604 Carpenter Drive	Harold James Vesterby	1604 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
28	Haggard Park	1605 Carpenter Drive	Sammie and Sharon Arnold	1605 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
29	Haggard Park	1608 Carpenter Drive	Erika Bagby	1608 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
30	Haggard Park	1612 Carpenter Drive	Charles William Kraft III	3412 Starlight Trail	Plano	TX	75023	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
31	Haggard Park	1613 Carpenter Drive	Sallie Ann Plaxico	1613 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
32	Haggard Park	1616 Carpenter Drive	John Weber and Marlen Jadally	1616 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,000	\$717	\$122	\$2,202	\$3,041
33	Haggard Park	1617 Carpenter Drive	Jake Meyer	1617 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
34	Haggard Park	1621 Carpenter Drive	Erika Griffith	1621 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$204,032	\$717	\$122	\$2,202	\$3,041
35	Haggard Park	1624 Carpenter Drive	Mary Ann Thibodeaux	P.O Box 940354	Plano	TX	75094	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$166,562	\$585	\$100	\$1,798	\$2,483
36	Haggard Park	1625 Carpenter Drive	Walter and Susan Ragsdale	1625 Carpenter Drive	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$166,562	\$585	\$100	\$1,798	\$2,483
37	Haggard Park	801 E. 16th Street	Rudolph and Ramona Ringle	801 E. 16th Street	Plano	TX	75074	2018 Comments: Repair garage window trim at east façade (F) Paint touch-up needed at garage window trim and roof fascia at east façade to match existing color (F)	BM/KS/MB	Approval	75%	\$621,000	\$2,183	\$372	\$6,702	\$9,256
38	Haggard Park	811 E. 16th Street	Gerald T. Schultz and Karen J. Bowen	811 E. 16th Street	Plano	TX	75074	2018 Comments: Clean leaf debris at front gutters (F)	BM/KS/MB	Approval	75%	\$342,018	\$1,202	\$205	\$3,691	\$5,098
39	Haggard Park	815 E. 16th Street	Travis Hamilton	815 E. 16th Street	Plano	TX	75074	2018 Comments: Dirt and dust have accumulated on the vinyl siding at east façade, so to get a uniform look and color, it needs cleaning or replacement (P) Paint touch needed at west side louvered gable vent to match existing color (P)	BM/KS/MB	Approval	75%	\$74,919	\$263	\$45	\$809	\$1,117
40	Haggard Park	819 E. 16th Street	Michael Dagate	819 E. 16th Street	Plano	TX	75074	2018 Comments: Clean leaf debris at front roof (F) Paint touch-up needed at the front roof fascia of the accessory structure to match existing color (F)	BM/KS/MB	Approval	75%	\$183,588	\$645	\$110	\$1,981	\$2,736
41	Haggard Park	901 E. 16th Street	Constance & Russell Coolik	901 E. 16th Street	Plano	TX	75074	2018 Comments: Repair cracks at the south-east porch steps (F)	BM/KS/MB	Approval	75%	\$198,262	\$697	\$119	\$2,140	\$2,955
42	Haggard Park	907 E. 16th Street	Richard McKee	907 E. 16th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$131,796	\$463	\$79	\$1,422	\$1,964
43	Haggard Park	805 17th Street	Bertha Cardenas	805 17th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$94,867	\$333	\$57	\$1,024	\$1,414
44	Haggard Park	809 17th Street	L.A. Whitley	809 17th Street	Plano	TX	75074	2018 Comments: Roof fascia at west façade needs paint touch-up to match existing color (F)	BM/KS/MB	Approval	75%	\$32,983	\$116	\$20	\$356	\$492
45	Haggard Park	813 17th Street	John and Kathleen Brooks	813 17th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$184,682	\$649	\$111	\$1,993	\$2,753
46	Haggard Park	816 17th Street	Clinton M. Haggard	7532 Independence Parkway	Frisco	TX	75035	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$64,779	\$228	\$39	\$699	\$966
47	Haggard Park	907 17th Street	Larry Westbrook	907 17th Street	Plano	TX	75074	2018 Comments: Repair and paint siding at front (south) façade to match existing color (F) Repair front porch steps to match existing material and finish (F)	BM/KS/MB	Approval	75%	\$66,302	\$233	\$40	\$716	\$988
48	Haggard Park	910 17th Street	Chris Harden and Ryan Harden	5057 Keller Spring Road, Ste 300	Addison	TX	75001	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$45,220	\$159	\$27	\$488	\$674
49	Haggard Park	911 17th Street	PMM Enterprises LLC	2413 Neal Drive	Garland	TX	75040	2018 Comments: Skirting at east and south (front) façade needs paint touch-up to get a uniform look and color (F)	BM/KS/MB	Approval	75%	\$34,794	\$122	\$21	\$376	\$519
50	Haggard Park	810 18th Street	Dora Palao	1800 Carmel Drive	Plano	TX	75075	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$57,084	\$102	\$17	\$312	\$431

EXHIBIT A - HERITAGE COMMISSION RECOMMENDED LIST OF PROPERTIES FOR 2018 TAX EXEMPTION APPROVAL

	Heritage Resource/Heritage District	Location	Owner	Address	City	ST	Zip	2018 COMMENTS <u>NOTE:</u> Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/19. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recomm- endation	Tax Exemption Percentage	2017 Improvement Value	Plano City (CPL) 0.46860%	Collin College (JCN) 0.079810%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2018
51	Haggard Park	811 18th Street	Gaziani Muhammad R & Tasleem R	811 18th Street	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$31,791	\$57	\$10	\$174	\$240
52	Haggard Park	812 18th Street	Charles Spence	106 Salisbury Circle	Murphy	TX	75094	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$55,024	\$98	\$17	\$301	\$416
53	Haggard Park	903 18th Street	Deford & Associates	903 18th Street, Ste 125	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$526,050	\$937	\$160	\$2,877	\$3,973
54	Haggard Park	910 18th Street	Ronald Thompson	121 Rolling Ridge	Holly Lake Ranch	TX	75765	2018 Comments: Securely attach the downspout located at the west façade (P) Repair siding around at the east side porch steps and paint touch-up to match existing color (P) Clean and paint/stain east side porch steps, floor boards, and handrail (P)	BM/KS/MB	Approval	38%	\$120,029	\$214	\$36	\$656	\$906
55	Haggard Park	913 18th Street	Bob Streiff	913 18th Street	Plano	TX	75074	2018 Comments: Missing decorative piece on the free-standing sign in the front yard (P) Siding at the West façade needs repair/replacement (P) Entire west facade needs cleaning and painting to match existing color before 3-9-28(P)	BM/KS/MB	Approval	38%	\$128,729	\$229	\$39	\$704	\$972
56	Haggard Park	920 18th Street	Joe Ergonis	3353 Remington Drive	Plano	TX	75023	2018 Comments: Paint touch-up needed at rear (south) gable and roof fascia (F) Clean first floor roof gutter at the east façade (F) Paint touch-up needed at the east side porch (F) Paint touch-up needed at the brick wall located around at the rear (south) entry door (F)	BM/KS/MB	Approval	38%	\$285,880	\$509	\$87	\$1,563	\$2,159
57	Haggard Park	1517 G Avenue	Dacs Land, LLC	1517 G Avenue	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	38%	\$250,633	\$446	\$76	\$1,371	\$1,893
58	Haggard Park	1600 H Avenue	Connie Harrington Coolik	901 E. 16th Street	Plano	TX	75074	2018 Comments: Repair front porch steps to match existing material and finish (F) Roof gutter at north façade needs cleaning (F)	BM/KS/MB	Approval	75%	\$198,262	\$697	\$119	\$2,140	\$2,955
59	Haggard Park	1603 H Avenue	Carol Armstrong	1603 H Avenue	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$130,015	\$457	\$78	\$1,403	\$1,938
60	Haggard Park	1607 H Avenue	Becky Armstrong	1607 H Avenue	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$144,896	\$509	\$87	\$1,564	\$2,160
61	Haggard Park	1611 H Avenue	Chris and Pam Hatcher	1611 H Avenue	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	BM/KS/MB	Approval	75%	\$112,701	\$396	\$67	\$1,216	\$1,680
62	Haggard Park	1701 H Avenue	Tang Jonathan Kuo-En	1701 H Avenue	Plano	TX	75074	2018 Comments: Exterior painting work in progress. Paint touch-ups needed at the rear entry door and the trim around the garage door at the west facade (F) Remove plastic covers and blue tapes over the window panes at the south and east elevations (P) Remove temporary canvas screen at the south porch (P)	BM/KS/MB	Approval	75%	\$194,899	\$685	\$117	\$2,103	\$2,905
63	Haggard Park	1706 H Avenue	Yan Lu	2701 15th Avenue	Plano	TX	75075	2018 Comments: Clean paint overspray on the brick wall at the front (west) facade (F) Remove overgrown/dead vegetation at the north side fence (P)	BM/KS/MB	Approval	75%	\$75,651	\$266	\$45	\$816	\$1,128
64	Haggard Park	1715 H Avenue	Young Dean Homestead Ltd.	625 W. Blondy Jhune Road	Allen	TX	75002	2018 Comments: Repair roof gutter at east facade (F)	BM/KS/MB	Approval	38%	\$186,241	\$332	\$56	\$1,018	\$1,407
65	Downtown	1004 E. 15th Street	Metropolitan Interests Corp. Metropolitan Mammoth Jack, Ltd.	3838 Oak Lawn Avenue; Suite 1416	Dallas	TX	75219	2018 Comments: Remove overgrown vegetation/vines on the building at the front (north) façade (F) Repair planters boxes at front façade and paint touch-up to match existing colors (P) Door at the west façade needs paint touch-up to match existing color (F) Wood trim at the front facade needs repair and paint touch-up to match existing color (F)	DM/SS	Approval	38%	\$351,540	\$626	\$107	\$1,922	\$2,655
66	Downtown	1008 E. 15th Street	Crider Living Trust	3013 Crooked Stick Drive	Plano	TX	75074	2018 Comments: Repair cracks in the stucco at a few locations on the east and the north façade and paint touch-up to match existing colors (P)	DM/SS	Approval	38%	\$325,510	\$580	\$99	\$1,780	\$2,458
67	Downtown	1010 E. 15th Street	Franklin W. Neal	27639 Smithson Valley Road	San Antonio	TX	78261	2018 Comments: Paint touchup needed on the west façade to match existing color (F) Clean graffiti on the brick facade at a few locations (P)	DM/SS	Approval	38%	\$168,163	\$299	\$51	\$920	\$1,270
68	Downtown	1011 E. 15th Street	N A T Properties LLC	1014 E. 15th Place	Plano	TX	75074	2018 Comments: Paint touchup needed around front (south) door threshold to match existing color (F)	DM/SS	Approval	38%	\$412,488	\$735	\$125	\$2,256	\$3,115
69	Downtown	1012 E. 15th Street	Judith Moore, JSMTX, LLC	6800 Del Norte Lane, Apt 245	Dallas	TX	75225	2018 Comments: Paint touch-up needed around windows and decorative work to match existing colors (F) Remove residue from rope light installation along the building edges (P) Paint rear (south) door (P)	DM/SS	Approval	38%	\$169,307	\$301	\$51	\$926	\$1,279
70	Downtown	1013 E. 15th Street	Pierce Family Living Trust Ronald & Deborah Pierce Trustees	13908 Fiji Way, Apt 164	Marina del Rey	CA	90290	2018 Comments: Paint touchup needed at the storefront threshold to match existing color (F)	DM/SS	Approval	38%	\$359,827	\$641	\$109	\$1,968	\$2,717
71	Downtown	1016 E. 15th Street	Judith Moore	6800 Del Norte Lane, Apt 245	Dallas	TX	75225	2018 Comments: Paint touchup needed on front door to match existing color (F) Repair hole at the left side bulkhead at front (north) façade and paint touch-up to match existing color (F)	DM/SS	Approval	38%	\$108,547	\$193	\$33	\$594	\$820

EXHIBIT A - HERITAGE COMMISSION RECOMMENDED LIST OF PROPERTIES FOR 2018 TAX EXEMPTION APPROVAL

	Heritage Resource/Heritage District	Location	Owner	Address	City	ST	Zip	2018 COMMENTS <u>NOTE:</u> Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/19. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation	Surveyed by	Heritage Commission Recomm- endation	Tax Exemption Percentage	2017 Improvement Value	Plano City (CPL) 0.46860%	Collin College (JCN) 0.079810%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2018
72	Downtown	1017 E. 15th Street	Selim Comert	1017 E. 15th Street	Plano	TX	75074	2018 Comments: Paint touchup needed on front façade and window trim to match existing colors (F)	DM/SS	Approval	38%	\$534,947	\$953	\$162	\$2,925	\$4,040
73	Downtown	1018 E. 15th Street	Judith Moore	6800 Del Norte Lane, Apt 245	Dallas	TX	75225	2018 Comments: Paint touchup needed at front façade where previous sign was installed to match existing color (F)	DM/SS	Approval	38%	\$65,973	\$117	\$20	\$361	\$498
74	Downtown	1020 E. 15th Street	CRH Rentals Ltd.	800 Central Parkway, Suite 100	Plano	TX	75074	2018 Comments: No comments. Thank you for your hard work!	DM/SS	Approval	38%	\$50,159	\$89	\$15	\$274	\$379
75	Downtown	1021 E. 15th Street	Joel & Hillary Patterson	455 Bee Caves Road,	Lucas	TX	75002	2018 Comments: No comments. Thank you for your hard work!	DM/SS	Approval	38%	\$248,752	\$443	\$75	\$1,360	\$1,879
76	Downtown	1022 E. 15th Street	Allred, Wilcox and Hartley, LLC	1022 E. 15th Street	Plano	TX	75074	2018 Comments: Bulkhead panels at a few locations at the front (north) façade needs repair and paint touch-up to match existing color (P)	DM/SS	Approval	38%	\$471,243	\$839	\$143	\$2,577	\$3,559
77	Downtown	1024 E. 15th Street	Judith Moore, JSMTX, LLC	6800 Del Norte Lane, Apt 245	Dallas	TX	75225	2018 Comments: Rear door needs caulking and painting (F)	DM/SS	Approval	38%	\$170,587	\$304	\$52	\$933	\$1,288
78	Downtown	1026 E. 15th Street	Sutton-1012 LLC	5577 Linhurst Court	Fairview	TX	75069	2018 Comments: <u>Structures facing E.15th Street</u> Front door and door hardwares at the north façade needs paint touch-up to match existing color (F) Paint touch-ups needed at a few locations around the bulkheads, pilasters and door trim at the front façade to match existing colors (G) <u>Structures facing K Avenue</u> Repair/replace wood frames/trimms around the garage style doors (P) Repair mortar joints and holes in the masonry at the south and the east facades (P) Paint the entire south and east facade (F)	DM/SS	Approval	38%	\$397,172	\$707	\$120	\$2,172	\$3,000
79	Downtown	1029 E. 15th Street	Mirna and Robert Lynch	4604 Lawson Court	Plano	TX	75093	2018 Comments: Remove residue from rope light installation along the left, right, and top building edge (P) Decorative elements at the front façade are beginning to show signs of deterioration (P) Front door and door step needs scraping and repainting (P)	DM/SS	Approval	38%	\$290,537	\$517	\$88	\$1,589	\$2,194
80	Downtown	1031-1033 E. 15th Street	Katherine W. Power	5454 Emerson Avenue	Dallas	TX	75209	2018 Comments: No comments. Thank you for your hard work!	DM/SS	Approval	38%	\$191,653	\$341	\$58	\$1,048	\$1,447
81	Downtown	1032 E. 15th Street	Connor Chaddick	1201 E. 15th Street, Suite 201	Plano	TX	75074	2018 Comments: Repair door stopper (G)	DM/SS	Approval	38%	\$373,434	\$665	\$113	\$2,042	\$2,820
82	Downtown	1035 E. 15th Street	Toni Farris	1035 E. 15th Street	Plano	TX	75074	2018 Comments: Front doors (6) are deteriorating and needs repair/replacement and paint touch-up (P) Remove residue from rope light installation along the top trim of building (P)	DM/SS	Approval	38%	\$144,238	\$257	\$44	\$789	\$1,089
83	Downtown	1037 E. 15th Street	Cathy & Jorg Fercher	628 Water Oak Drive	Plano	TX	75025	2018 Comments: Paint touchup needed below front window and bulkhead to match existing color (F) Remove residue from rope light installation along the top trim of building (P) Flat awning at the front (south) entry door need repair (P)	DM/SS	Approval	38%	\$148,288	\$264	\$45	\$811	\$1,120
84	Downtown	1410-12 J Avenue	Brodhead Family Ltd.	7600 Afton Villa Court	Plano	TX	75025	2018 Comments: Front window trimms needs scrapping and paint touch-up to match existing color (F)	DM/SS	Approval	38%	\$293,792	\$523	\$89	\$1,607	\$2,219
85	Downtown	1418 K Avenue	Patricia Pasos	2413 Neal Drive	Garland	TX	75040	2018 Comments: Front window sill needs caulking and paint touch-up to match existing color (P) Repair bulkhead panels at front (west) façade and paint touch-up to match existing color (F)	DM/SS	Approval	38%	\$123,307	\$220	\$37	\$674	\$931
86	Downtown	1422-1428 K Avenue and 1112 E. 15th Street	Las Brisas Properties	1002 Marion Drive	Garland	TX	75042	2018 Comments: 1422-28 K Avenue Repair/replace cracked second floor window pane at the west façade (P) 1112 E 15th Street Paint the entire west façade in a uniform color (F)	DM/SS	Approval	38%	\$1,179,180	\$2,100	\$358	\$6,448	\$8,905
												\$19,858,081	\$57,140	\$9,732	\$175,467	\$242,338

EXHIBIT B - HERITAGE COMMISSION RECOMMENDED LIST OF PROPERTIES FOR 2018 TAX EXEMPTION DENIAL

	Heritage Resource/Heritage District	Location	Owner	Address	City	ST	Zip	2018 COMMENTS <div>NOTE: Items rated 'Good' (G) shall continue to be maintained as needed. Items rated 'Fair' (F) shall be addressed before becoming a 'Poor' (P) condition. Items rated 'Poor' (P) must be completed by 1/1/19. Items listed as 'Non-Permitted Construction' (N) must be addressed immediately as they could result in a denial recommendation</div>	Surveyed by	Heritage Commission Recommendation	Tax Exemption Percentage	2017 Improvement Value	Plano City (CPL) 0.46860%	Collin College (JCN) 0.079810%	Plano ISD (SPL) 1.4390%	Estimated Exemption for 2018
1	Hood House	1211 E. 15th Street	Brandon Chaney	1211 E. 15th Street	Plano	TX	75074	2018 Comments: Roof at east side porch needs repair (F) Paint touch-up needed at the east side porch roof (F) Wood picket fence needs repair at the east and south side (P) 2017 Survey Comments not addressed: Pending substantial conforming site plan approval with Development Review Division per stipulation on CA #HC-2013-31 issued 9-24-13.	BM/KS/MB	Denial	50%	\$95,810	\$224	\$38	\$689	\$952
												\$95,810	\$224	\$38	\$689	\$952



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Myra Conklin x7312

CAPTION

Ordinance No. 2018-3-10: To authorize the issuance of “City of Plano, Texas, General Obligation Bonds, Series 2018”; 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

FISCAL YEAR: 2017-18 to 2037-38	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	81,770,000	0	81,770,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	81,770,000	0	81,770,000

FUND(S): RECREATION CENTER FACILITIES CIP; LIBRARY IMPROVEMENTS CIP; PARK IMPROVEMENTS CIP; FIRE AND PUBLIC SAFETY CIP, STREET IMPROVEMENTS CIP; GO DEBT SERVICE FUND

COMMENTS:

This ordinance permits the City of Plano to sell General Obligation (G.O.) Bonds to finance park, recreation center facilities, libraries, parks, fire and public safety facilities, and street improvement projects as planned in the 2017-18 Community Investment Program and authorized by Plano voters in the 2009, 2013 and 2017 bond referendums. Approximately \$81,770,000 is expected to be raised from the 2018 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, fire and public safety facilities, and street improvements, and (ii) for payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and the issuance of the Bonds.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/19/2018	Agreement

An Ordinance of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, General Obligation Bonds, Series 2018”; 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 Council of the City of Plano, Texas (the “City”) 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 bond elections held on May 9, 2009, May 11, 2013 and May 6, 2017, and

WHEREAS, in accordance with the provisions of Chapter 1371, Texas Government Code, as amended, and this Ordinance, the City hereby delegates to a Pricing Officer (hereinafter designated) the authority to determine from such voted authorization the purposes and amounts for which such bonds shall be issued, and to determine the principal amount and certain other specified terms of the Bonds to be issued and negotiate the terms of sale thereof; such determinations to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer, 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 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 BONDS, SERIES 2018”, or such other designation as specified in the Pricing Certificate (herein referred to as the “Bonds”), for the purpose of providing funds 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 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 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 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/registrars, 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 \$81,770,000;

(ii) the maximum true interest cost for the Bonds shall not exceed 4.000%;

(iii) the maximum maturity date of the Bonds shall not exceed September 1, 2038.

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 first class United States mail, 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 and 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 BOND
SERIES 2018

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 first class United States mail, 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 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 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)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____, is the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(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 BOND
SERIES 2018

Bond Date: _____, 2018

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>
-------------	-----------------------------	--------------------------

(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 first class United States mail, 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 2018 GENERAL OBLIGATION 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 destroyed, lost, 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 by the Pricing Officer, 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, 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, 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.

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. Reserved.

Section XVII. Reserved.

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 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 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.

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:

“*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 2018, 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 2018. 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; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)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.

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 26th day of March, 2018.

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 _____, 2018 (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 Bonds, Series 2018" (the "Securities"), dated _____, 2018, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2018; 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 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 bad faith 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. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Bank hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this 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.

Section 6.13 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this agreement, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

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: _____

Attest:

Address: _____
_____, Texas _____

Title: _____

CITY OF PLANO, TEXAS

By: _____
Pricing Officer

Address: 1520 K Avenue
Plano, TX 75074



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Myra Conklin x7312

CAPTION

Ordinance No. 2018-3-11: To authorize the issuance of “City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018”; pledging the net revenues of the City’s combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 to 2027-28	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,500,000	0	12,500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	12,500,000	0	12,500,000

FUND(S): WATER CIP; SEWER CIP; WATER AND SEWER DEBT SERVICE FUND

COMMENTS:

This ordinance authorizes the City of Plano to sell Revenue Bonds to be repaid with future municipal waterworks and sewer fee revenues. The proceeds of this Bond sale will be used for extending and improving the water and sanitary sewer system, including the acquisition of right-of-way. Approximately \$12,500,000 is expected to be raised from the 2018 Waterworks and Sewer System Revenue Bond sale, with the City repaying the Bonds over a 10 year term through the receipt of system revenues. The exact

amount of interest and principal to be paid will be determined by a competitive bid process. The maximum true interest cost rate for the Bonds shall not exceed 3.25%

SUMMARY OF ITEM

Proceeds from the sale of the Bonds will be used for extending and improving the water and sanitary sewer system, including the acquisition of right-of-way therefor, and to pay certain costs incurred in connection with the issuance of the Bonds.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/21/2018	Ordinance

An Ordinance of the City of Plano, Texas authorizing the issuance of “City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018”; pledging the net revenues of the City’s combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date.

WHEREAS, the City Council (the “Council”) of the City of Plano, Texas (the “City”) has determined that revenue bonds in the maximum principal amount hereinafter set forth should be issued and sold at this time for improving and extending the City’s waterworks and sewer system (the “System”) in accordance with the provisions of Texas Government Code, Chapter 1502, as amended (“Chapter 1502”); and

WHEREAS, the Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended (“Chapter 1371”), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Bonds to be issued and to negotiate the terms of sale thereof; and

WHEREAS, in the ordinance authorizing the Previously Issued Bonds (defined herein), the City reserved the right to issue additional bonds on a parity therewith, payable from and equally secured by a lien on and pledge of the Net Revenues (as hereinafter defined), but only pursuant to and subject to the covenants, conditions, limitations and restrictions contained in the ordinance authorizing the Previously Issued Bonds; and

WHEREAS, the Council has found and determined that the bonds herein authorized may and shall be issued as Additional Bonds (defined herein) on a parity with the Outstanding Bonds Similarly Secured (defined herein) in that:

(a) The City is not in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured;

(b) Each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money required to be on deposit therein;

(c) Prior to the delivery of the bonds authorized by this Ordinance, the City has secured from a certified public accountant a certificate or opinion showing that the Net Earnings of the System for either the completed Fiscal Year next preceding the date of the proposed bonds authorized by this Ordinance or a consecutive twelve month period out of the last fifteen (15) months next preceding the date of the proposed bonds authorized by this Ordinance is equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the proposed bonds authorized by this Ordinance) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed bonds authorized by this Ordinance or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the bonds authorized by this Ordinance) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed bonds authorized by this Ordinance. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period covered thereby were less than required above, and (B) a change in the rates and charges for services

afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) the accountant's certificate may state that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings covered by the accountant's certificate would have been, in his or their opinion, equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the proposed bonds authorized by this Ordinance) after giving effect to the issuance of the bonds authorized by this Ordinance and the Outstanding Bonds Similarly Secured, then, in such event, the coverage specified in the first sentence of this paragraph (c) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect;

(d) This Ordinance requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the bonds authorized by this Ordinance as the same become due; and

(e) The bonds authorized by this Ordinance are scheduled to mature on May 1 or November 1 (or both) of each of the years in which they are scheduled to mature or become due; and

WHEREAS, the Council finds and determines that it is in the best interest of the City and its inhabitants to proceed with the issuance of bonds to provide funds for the purposes hereinafter specified.

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

SECTION I. Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount set forth in the Pricing Certificate to be designated and bear the title "CITY OF PLANO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2018", (herein referred to as the "Bonds") for the purpose of (i) improving and extending the City's combined waterworks and sewer system (the "System") and (ii) 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 Texas Government Code, Chapters 1371 and 1502, as amended.

SECTION II. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Maximum Rate - Bond Date. The Bonds are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Bond Date"), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Bonds shall become due and payable on a date certain in each of the years and in principal amounts (the "Stated Maturities") and bear interest at per annum rates in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amount from the date(s) specified in the Pricing Certificate at the rates per annum shown in the Pricing Certificate until such principal shall have been paid or duly provided for at or after the Stated Maturity of each Bond or any earlier redemption date. The amount of interest to be paid each payment period shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable each year on the dates and commencing on the date set forth in the Pricing Certificate.

SECTION III. Delegation of Authority to Pricing Officer. As authorized by Chapter 1371, 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 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, determining whether the Bonds shall be issued in one or more series or subseries, 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 record date, the interest payment 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 one or more paying agent/registrars, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section XLIV hereof as may be required by the purchasers of the Bonds in connection with any amendments to the Rule (hereinafter defined), 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 \$12,675,000;
- (ii) the maximum true interest cost rate for the Bonds shall not exceed 3.25%; and
- (iii) the maximum maturity date for the Bonds shall not exceed May 1, 2028.

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 a 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 affect the issuance of said policy by the Insurer.

In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection III(a) 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 of the adoption of this Ordinance. 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. Payment of Bonds - 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 (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Any such payments shall be payable, without exchange or collection charges, to the Holder 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.

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 is 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.

Principal of and premium, if any, on the Bonds, shall be payable at their Stated Maturities or upon their earlier redemption only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Bonds only to the Holders whose names appear 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 either by: (i) check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. 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 when 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 when 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 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 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. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. 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, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds, maturity, and amount 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 transfer of any Bond (other than the Initial Bond(s) authorized in Section VIII hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of and furnished by the City, of authorized denominations and having the same 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(s) 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 so 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 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 Holder and, upon the delivery thereof, the same shall be 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 under this Section 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 Bond registered and delivered pursuant to Section XXX hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which 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 the applicable sections hereof and in the Pricing Certificate 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 (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the “Depository Agreement”).

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 in the event the City decides to discontinue use of the system of book-entry transfers through DTC, 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 applicable provisions hereof and in the Pricing Certificate.

SECTION VII. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of the 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 Texas Government Code, Chapter 1201, 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(s). The Bonds herein authorized shall be initially issued as (1) a single fully registered bond in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or, alternatively, (2) as one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) 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 and exchange it for definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; 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 in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or as determined by the Pricing Officer or the officers executing such Bonds as evidenced by their execution thereof. 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(s) 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.

The City may provide (i) for issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

(b) **Form of Definitive Bond.**

REGISTERED
NO. R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND
SERIES 2018

Bond Date: _____, 20____ Interest Rate: _____ Stated Maturity: _____ 1, _____ CUSIP NO. _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Plano, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the Net Revenues, as provided in the Ordinance, on the Stated Maturity date specified above or date of redemption, the Principal Amount stated above (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 _____) 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 _____ 1 and _____ 1 of each year commencing _____, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be 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. All payments of principal of, premium, if any, and interest on this Bond 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 made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date 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 Bonds shall be a Saturday, Sunday, a legal holiday, or a day when 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 when 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.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") pursuant to the Pricing Certificate and an ordinance adopted by the governing body of the City (the "Bond Ordinance," and jointly with the Pricing Certificate, the "Ordinance"), for the purpose of (i) improving and extending the City's

waterworks and sewer system (the "System") and (ii) to pay the costs and expenses of issuance in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1371 and 1502, as amended, and 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 _____, 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 _____, 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 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; 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 special obligations of the City payable, together with Previously Issued Bonds, solely from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's waterworks and sewer system (the "System"). The 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 Net Revenues. The registered owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues, in the same manner and to the same extent as the Bonds.

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 registered owner by his acceptance hereof hereby assents, for the definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; 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 registered owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and, for other terms and provisions contained therein. Capitalized terms used herein have the same 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, may treat the registered owner hereof 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 hereof at its Stated Maturity or upon its prior 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 non-payment of interest 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 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 and represented and covenanted that the City is a duly organized and legally existing municipal corporation 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 a pledge of the Net Revenues as aforestated. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications 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

Mayor

ATTEST:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date:

By: _____

Authorized Signature

(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(s): The Initial Bond shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

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

NO. T-1

\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND
SERIES 2018

Bond Date: _____, 2018

Registered Owner:

Principal Amount:

DOLLARS

The City of Plano (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on _____ in each of the years and in principal amounts and bearing interest at per annum interest rates in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
-------------	-----------------------------	--------------------------

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

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from _____ 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 _____ and _____ of each year, commencing _____, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender to _____ (the "Paying Agent/Registrar"), at its designated offices, initially in _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be 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. All payments of principal of, premium, if any, and interest on this Bond 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 interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date 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 Bonds shall be a Saturday, Sunday, a legal holiday, or a day when 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 when 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. Definitions. For purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean the additional parity revenue obligations which the City reserves the right to issue in this Ordinance.

(b) The term "Bonds" shall mean the waterworks and sewer system revenue bonds authorized by this Ordinance and designated as "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018."

(c) The term "Bonds Similarly Secured" means the Bonds, the Previously Issued Bonds and Additional Bonds.

(d) The term "Fiscal Year" shall mean the twelve months' period ending September 30 of each year, unless otherwise designated by the City.

(e) The term "Net Revenues" shall mean the gross revenues of the System less the expense of operation and maintenance, all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such expenses for repairs and extensions as in the judgment of the City, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or

such as might be necessary to meet some physical accident or condition that would otherwise impair any obligations payable from the net revenues of the System, shall be deducted in determining "Net Revenues." Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in any contract therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

(f) The term "Ordinance" means this Ordinance under which the Bonds are authorized.

(g) The terms "Outstanding" and "outstanding", when used in this Ordinance with respect to Bonds or Additional Bonds means, as of the date of determination, all bonds theretofore issued and delivered, except:

(1) those bonds theretofore canceled by the paying agent/registrar or delivered to the paying agent/registrar for cancellation;

(2) those bonds for which payment has been duly provided by the City by the irrevocable deposit with the paying agent/registrar, or an authorized escrow agent, of money, or government securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the ordinance authorizing such bonds or irrevocably provided to be given to the satisfaction of the paying agent/registrar, or waived;

(3) those bonds that have been mutilated, destroyed, lost or stolen and replacement bonds have been registered and delivered in lieu thereof as provided in the ordinance authorizing such bonds.

(h) The term "Previously Issued Bonds" means bonds issued on a parity with the Bonds and Additional Bonds, including the Outstanding "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016," dated April 15, 2016.

(i) The term "System" shall mean the City's combined Waterworks and Sewer System, including all present and future additions, extensions, replacements, and improvements thereto.

SECTION XI. Pledge of Revenues. That the City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on the Net Revenues of the System and be valid and binding without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the revenues granted by the City under this Section of this Ordinance, and such

pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION XII. Rates and Charges. For the benefit of the original purchasers as well as the ultimate owners of the Bonds and the Bonds Similarly Secured, and, in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, it is expressly stipulated that the City shall, at all times while any of the Bonds Similarly Secured are Outstanding and unpaid, maintain rates and collect charges for the facilities and services afforded by the System, as required by Texas Government Code, Section 1502.057, as amended, which will provide revenues sufficient at all times to:

- (a) Pay for all operation, maintenance, depreciation, replacement, and betterment charges of said System;
- (b) Produce Net Revenues each year in an amount reasonably estimated to be not less than the annual principal and interest requirements of the Bonds Similarly Secured scheduled to come due and mature in each year;
- (c) Maintain the Reserve Fund, if any, provided and established for the benefit and security of the Bonds Similarly Secured; and
- (d) Pay all other outstanding indebtedness against said System as and when the same becomes due.

SECTION XIII. Revenue Fund. The City covenants that it will deposit, as collected, all revenues of every nature derived from the operation of the System into a separate account known as the "City of Plano, Texas, Waterworks and Sewer System Revenue Fund (herein called the "Revenue Fund") which is hereby established which shall be maintained and kept separate and apart from all other funds of the City, and, further, that said Revenue Fund shall be pledged and appropriated to the following uses and in the order of precedence shown:

- First:** To the payment of all necessary and reasonable maintenance and operation expenses of the System as said expenses are defined by law;
- Second:** To the payment, equally and ratably, of the amounts required to be deposited in the Interest and Sinking Fund created and established for the payment of principal of and interest on the Bonds Similarly Secured as the same becomes due and payable;
- Third:** To the payment of the amounts required, if any, to be deposited to any Reserve Fund to accumulate and maintain therein the Required Reserve Amount, if any, in accordance with the provisions of Section XV hereof;
- Fourth:** To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the Net Revenues of the System; and

Fifth: Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the payment thereof, may be appropriated and used for any other purpose now or hereafter permitted by law.

SECTION XIV. Interest and Sinking Fund. There is hereby established and the City agrees to maintain the "City of Plano, Texas, Series Waterworks and Sewer System Interest and Sinking Fund" (the "Interest and Sinking Fund"). The City covenants that from the funds in the Revenue Fund, the City shall pay into the Interest and Sinking Fund during each year in which any of the Bonds Similarly Secured are outstanding, an amount equal to one hundred percent (100%) of the amount required to meet the principal and interest payments falling due on or before the next interest payment, maturity or redemption date of the Bonds Similarly Secured, such payments to be made in substantially equal monthly installments. If the revenues of the System in any month, after deductions for maintenance and operation expenses, are then insufficient to make the required payments into the Interest and Sinking Fund, then the amount of any deficiency in the payment shall be added to the amount otherwise required to be paid into the Interest and Sinking Fund in the next month. All moneys paid into the Interest and Sinking Fund shall be deposited in a City depository bank, and the Mayor, Mayor Pro Tem, City Manager, Director of Finance or City Secretary, any one or more of said officials of the City, shall cause the depository bank, not later than any principal or interest payment date, to transfer the amount then to become due to the paying agent.

SECTION XV. Reserve Fund.

(a) Establishment. A Reserve Fund shall not be required to be established or maintained by the City for the payment of the Bonds or any other Bonds Similarly Secured so long as the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the annual debt service requirements of Bonds Similarly Secured due and payable in such Fiscal Year. If for any Fiscal Year such Net Revenues do not exceed 150% of the annual debt service requirements of the Bonds Similarly Secured, the City shall be obligated to establish and maintain on the books of the City a separate fund or account designated as the "City of Plano, Texas, Waterworks and Sewer System Reserve Fund" (the "Reserve Fund"). Upon being established and except as provided in below, the amount on deposit to the credit of the Reserve Fund shall be maintained for the benefit of the owners of the Bonds Similarly Secured. The amounts deposited to the credit of the Reserve Fund shall be in a special fund maintained at a depository of the City. Monies or investments held in the Reserve Fund shall be used for the purpose of retiring the last of the Bonds Similarly Secured as they become due or paying principal of and interest on the Bonds Similarly Secured when and to the extent the amounts in the Interest and Sinking Fund are insufficient for such purpose.

When a Reserve Fund is required to be established as noted above and while the same is required to be maintained, the Required Reserve Amount (the "Required Reserve Amount") to be accumulated and maintained in the Reserve Fund shall be determined and re-determined as follows:

(1) ten per cent (10%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 150% of the annual debt service requirement for such Fiscal Year;

(2) twenty per cent (20%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous

Fiscal Year were less than one hundred forty percent (140%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred thirty percent (130%) of the annual debt service requirement for such Fiscal Year;

(3) thirty per cent (30%) of the average annual debt service requirement for all Bonds Similarly Secured then Outstanding if the Net Revenues for the previous Fiscal Year were less than one hundred thirty percent (130%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred twenty percent (120%) of the annual debt service requirement for such Fiscal Year;

(4) forty per cent (40%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than one hundred twenty percent (120%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred ten percent (110%) of the annual debt service requirement for such Fiscal Year; and

(5) fifty per cent (50%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 110% of the annual debt service requirement for such Fiscal Year.

The City shall review the amount, if any, on deposit in the Reserve Fund within thirty (30) days of the receipt of the audited financial statements applicable to the System for the preceding Fiscal Year to determine compliance with the provisions of subparagraph (1), (2), (3), (4) and (5) of subsection (a) of this Section. If at any time the City is required to fund the Required Reserve Amount, or to increase the Required Reserve Amount, the Required Reserve Amount or increase in the Required Reserve Amount, as applicable, shall be funded as provided in subsection (b) of this Section in not more than sixty (60) substantially equal consecutive monthly deposits commencing not later than the month following the receipt of audited financial statements for the System for the preceding Fiscal Year.

(b) Funding. The Required Reserve Amount, if required, shall be established and maintained with Net Revenues of the System, transfer(s) of funds from refunded obligations, proceeds of sale of Bonds Similarly Secured, or by depositing to the credit of the Reserve Fund, to the extent permitted by law, one or more surety bonds or insurance policies issued by a company or institution which at the time of such deposit has a rating in one of the two highest rating categories by two nationally recognized rating agencies or services, or any combination thereof. The City hereby covenants and agrees to accumulate in the Reserve Fund the Required Reserve Amount either by depositing, from Net Revenues, in not more than sixty (60) substantially equal monthly payments, which initial fractional payment thereof shall be made on or before the fifteenth (15th) day of the month next following the determination that additional amounts need to be accumulated in the Reserve Fund to satisfy the Required Reserve Amount or by funding the Reserve Fund in the Required Reserve Amount from funds received from the transfer of funds from refunded obligations, from proceeds of sale of Bonds Similarly Secured, or by depositing one or more surety bonds or insurance policies issued by a company or companies meeting the aforesaid criteria, or any combination of the foregoing.

Concurrently with the delivery of a series of Additional Bonds, the appropriate City officials shall determine the Required Reserve Amount as well as the amount then held in the Reserve Fund, and the amount of such difference shall be deposited in the said Reserve Fund (i) by depositing to the credit of the Reserve Fund (concurrently with the delivery of the then proposed Additional

Bonds) cash or an additional surety bond or insurance policy or revised surety bond or revised insurance policy with coverage in an amount sufficient to provide for the new Required Reserve to be fully or partially funded, or (ii) at the option of the City, in not more than sixty (60) substantially equal consecutive monthly payments, cash, the initial payment to be made on or before the fifteenth (15th) day of the month next following the month in which such Additional Bonds are delivered (or 1/60th of the balance of the additional amount not deposited immediately in cash or provided by a surety bond or insurance policy).

When and so long as the cash and investments in the Reserve Fund and/or coverage afforded by a surety bond or insurance policy held for the account of the Reserve Fund total not less than the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (or so much thereof as shall then be required to be contained therein if Additional Bonds have been issued and the City has elected to accumulate all or a portion of the Required Reserve Amount with Net Revenues), the City covenants and agrees to cause monthly deposits to be made to the Reserve Fund on or before the fifteenth (15th) day of each month (beginning the month next following the month the deficiency in the Required Reserve Amount occurred) from Net Revenues of the System in an amount equal to either (i) one-sixtieth (1/60th) of the Required Reserve Amount until the total Required Reserve Amount then required to be maintained in said Fund has been fully restored or (ii) the amounts to pay principal of and interest on Bonds Similarly Secured held by an insurer, or evidenced by an instrument of assignment entitling an insurer to payment of principal of and interest on Bonds Similarly Secured, as a result of payments or draws made on a surety bond or insurance policy held for the account of the Reserve Fund, and such payments will result in (x) the principal of and/or interest on such Bonds Similarly Secured to be paid and (y) the restoration and replenishment of the surety bond or insurance policy coverage representing all or a portion of the Required Reserve Amount.

During such time as the Reserve Fund contains the total Required Reserve Amount, the City may, at its option, withdraw all surplus in the Reserve Fund over the Required Reserve Amount and deposit such surplus in the System Fund. Any such amount to be withdrawn that is allocated to proceeds of Bonds Similarly Secured shall be deposited to the Interest and Sinking Fund or otherwise used for only such purposes as other bond proceeds may be used.

If the Reserve Fund is required to be established as provided in (a) above, and for two consecutive Fiscal Years, the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the annual debt service requirements of Bonds Similarly Secured due and payable in such Fiscal Year, then the Reserve Fund does not need to be maintained and the amounts in the Reserve Fund may be deposited to the Interest and Sinking Fund or otherwise used for only such purposes as bond proceeds or other revenues of the System, as applicable, may be used.

SECTION XVI. Investment of Certain Funds. The Interest and Sinking Fund may be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy. All moneys resulting from the investment of said fund shall be transferred to the Revenue Fund as received.

SECTION XVII. Further Covenants. The City further covenants and agrees by and through this Ordinance as follows:

(a) That the Bonds shall be special obligations of the City, and the registered owners thereof shall never have the right to demand payment out of any funds raised or to be raised by taxation.

(b) That it has the lawful power to pledge the revenues supporting the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, and that the Bonds issued under this Ordinance shall be ratably secured in such manner that no one Bond shall have preference over any other Bond or Bonds or Bonds Similarly Secured.

(c) That other than for the payment of the Bonds and the Previously Issued Bonds, the Net Revenues have not been in any manner pledged to the payment of any debt or obligation of the City or the System, other than debt or obligations which have a lien on or pledge of the Net Revenues subordinate to the lien on and pledge of such Net Revenues to the Bonds Similarly Secured.

SECTION XVIII. Issuance of Additional Bonds.

(a) That, in addition to the right to issue bonds of inferior lien as authorized by law, the City reserves the right to issue Additional Bonds, for the purpose of improving, extending, equipping and repairing the System and for the purpose of refunding in any lawful manner, any part or all of the Bonds Similarly Secured or other obligations of the City eligible to be refunded under the laws of the State of Texas as such laws now or hereafter may exist. The Additional Bonds shall be secured by and payable from a lien on and pledge of the Net Revenues in the same manner and to the same extent as any then Outstanding Bonds Similarly Secured, and the Additional Bonds then proposed to be issued shall in all respects be on a parity and of equal dignity as to lien and right. Additional Bonds may be issued in one or more installments; provided, however, that none of the Additional Bonds shall be issued unless and until the following conditions have been met, to wit:

- (i) The City is not then in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured.
- (ii) Each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money then required to be on deposit therein.
- (iii) The City has secured from a certified public accountant a certificate or opinion showing that the Net Earnings of the System for either the completed Fiscal Year next preceding the date of the Additional Bonds or a consecutive twelve month period out of the last fifteen (15) months next preceding the date of the Additional Bonds is equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Additional Bonds or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Additional Bonds. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period

covered thereby were less than required above, and (B) a change in the rates and charges for services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) the accountant's certificate may state that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings covered by the accountant's certificate would have been, in his or their opinion, equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) after giving effect to the issuance of the Bonds and the Outstanding Bonds Similarly Secured, then, in such event, the coverage specified in the first sentence of this paragraph (iii) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect.

- (iv) The ordinance authorizing the Additional Bonds requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the Additional Bonds as the same become due.
- (v) The Additional Bonds are made to mature on May 1 or November 1 (or both) of each of the years in which they are scheduled to mature or become due.

(b) The term "Net Earnings," as used in this Ordinance shall mean all income, revenues, and receipts derived from the operation or by reason of the ownership of the System, including grants, gifts, contributions in aid of construction (but excluding meter deposits), interest earned on invested moneys in the special Funds created therein for the payment and security of Bonds Similarly Secured, after deduction of maintenance and operation expenses but not deducting depreciation, and other expenditures which, under standard accounting practice, should be classified as capital expenditures.

(c) Wherever, in this Ordinance, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations, whether now existing or hereafter authorized, which may be made lawfully payable from and secured by the Net Revenues.

SECTION XIX. Maintenance and Operation - Insurance. The City shall maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any Bonds are outstanding, the City agrees to maintain insurance for the benefit of the holder or holders thereof on the System of a kind, including but not limited to self-insurance to the extent and in the manner deemed advisable by the City, and in an amount which usually would be carried by private companies engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds derived from sources other than the operation of the System, but nothing therein shall be construed as preventing the City from doing so.

SECTION XX. Records - Accounts - Accounting Reports. The City covenants and agrees that so long as any 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 its System separate and apart from all other records and accounts; complete and correct entries shall be made of all transactions relating to the System, in accordance with generally accepted accounting principles except as provided by Texas Government Code, Chapter 1502, as amended; and registered 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 following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants of national reputation. Each such audit, in addition to whatever other matters may be thought proper by the accountant, 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 accountant's 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.

Expenses incurred in making the audits referred to hereinabove are to be regarded as maintenance and operation expenses and paid as such. Copies of the aforesaid annual audit shall be immediately furnished, upon request, to the original purchaser or any subsequent owner of the Bonds.

SECTION XXI. Excess Revenues. As provided in Section XIII hereof, all revenues in excess of those required to establish and maintain the Interest and Sinking Fund as required, may be used for any proper City purpose now or heretofore permitted by law.

SECTION XXII. Security of Funds. All funds for which provision is made by the Ordinance shall be secured in the manner and to the fullest extent permitted by law for the security of public funds and the funds created by the Ordinance shall be used only for the purposes therein specified.

SECTION XXIII. Remedy in Event of Default. In addition to all the 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 Interest and Sinking 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, registered owner or owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper 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 provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

SECTION XXIV. Bonds are Special Obligations. The Bonds are and shall be special obligations of the City payable from the pledged Net Revenues, and the holder or holders thereof

shall never have the right to demand payment of the Bonds out of funds raised or to be raised by taxation.

SECTION XXV. Bonds are Negotiable Instruments. Each of the Bonds authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument within the meaning of Chapter 8 of the Texas Business and Commerce Code, as amended.

SECTION XXVI. Competition - Sale of System. So far as it legally may, the City covenants and agrees, for the protection and security of the Bonds, and the registered owner or owners thereof from time to time, that it will not grant a franchise for the operation of any competing system in the City until all Bonds shall have been retired. Neither the System, nor a substantial part thereof, shall be sold while the Bonds are outstanding, but nothing in this Ordinance shall prevent the sale or disposal of properties constituting a part of the System which are no longer useful or needed in connection with the operation thereof.

SECTION XXVII. Satisfaction of Obligation of the 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, then the pledge of revenues 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 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 (the "Code"), 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. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities," as used herein, means (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, 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.

SECTION XXVIII. Ordinance to Constitute Contract - Amendment. This Ordinance shall constitute a contract with the Holder of any Bond 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 XLIV hereof. The City, may, without the consent of or notice to any Holders of Bonds, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Holders of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on 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, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

SECTION XXIX. Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms shall 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 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, 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, 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 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 Purchaser 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 owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking

Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, 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, City Manager, Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION XXX. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, Stated Maturity, and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as

the case may be. In every cause of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of the Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in the Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION XXXI. 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 Pricing Officer or 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 XXXII. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Furthermore, the Mayor, City Manager, City Secretary, Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION XXXIII. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated 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 in a construction or project fund maintained at a City depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or

deposited in the Interest and Sinking Fund as shall be determined by the City Council or its designee. Accrued interest, if any, received from the purchasers of the Bonds, as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION XXXIV. Notices to Holders - Waiver. Wherever this Ordinance 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 where 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 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 XXXV. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled 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 canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION XXXVI. Bond Counsel Opinion. That the Purchaser's obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued.

SECTION XXXVII. CUSIP Numbers. CUSIP numbers may be printed on 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 the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION XXXVIII. Benefits of Ordinance. Nothing in this Ordinance, 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, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders

SECTION XXXIX. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance 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 XL. 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 XLI. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

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

SECTION XLIV. Incorporation of Reservations, Findings, and Determinations. The reservations, findings and determinations set forth in the preambles of this Ordinance are hereby incorporated herein as if fully set forth in the body of this Ordinance and are adopted as official reservations, findings and determinations.

SECTION XLV. Continuing Disclosure Undertaking.

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

“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 2018, 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 as specified by the Pricing Officer in the Pricing Certificate and (2) if not included in the financial and operating data referenced in subsection (b)(1) above, audited financial statements of the City within 12 months after the end of each fiscal year ending in or after 2018. 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; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(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.

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 this 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 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 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 herein to the contrary, 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 underwriters 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 in accordance with subsection (b) 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 XLVI. 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 XLVII. 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, sale and delivery of the Bonds. In addition, prior to the 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: (i) in order to cure any ambiguity, formal defect, or omission in the 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. 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 XLVIII. 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 Texas Government Code, Chapter 551, as amended.

SECTION XLIX. Effective Date. That this Ordinance shall take effect and be in force from and after its passage and approval, in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[The remainder of this page is left blank intentionally.]

DULY PASSED AND APPROVED this the 26th day of March, 2018.

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 _____, 2018 (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, Waterworks and Sewer System Revenue Bonds, Series 2018" (the "Securities"), dated _____, 2018, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2018; 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 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 bad faith 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. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, the Bank hereby verifies that the Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this 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.

Section 6.13 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this agreement, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

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: 3/26/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña x-7156

CAPTION

Public Hearing and adoption of Ordinance No. 2018-3-12 as requested in Zoning Case 2017-037 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend and expand Planned Development-129-General Office on 57.6 acres and rescind Specific Use Permit #105 for Hospital on approximately 50.1 acres of land located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, currently zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop; 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: HSP of Texas, Inc. **Conducted and Adopted with Revision**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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
ZC2017-037 Follow Up Memo	3/9/2018	P/Z Follow-up Memo
ZC2017-037 Write Up	3/9/2018	Staff Report
ZC2017-037 Locator	3/9/2018	Map
ZC2017-037 Aerial	3/9/2018	Map
ZC2017-037 Zoning Exhibit (Bold)	3/9/2018	Map
ZC2017-037 Related Preliminary Site Plan	3/9/2018	Informational
ZC2017-037 Ordinance	3/16/2018	Ordinance

DATE: March 6, 2018
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 5, 2018

**AGENDA ITEM NO. 2A - PUBLIC HEARING
ZONING CASE 2017-037
APPLICANT: HSP OF TEXAS, INC.**

Request to amend and expand Planned Development-129-General Office on 57.6 acres and rescind Specific Use Permit #105 for Hospital on 50.1 acres located on the east side of Coit Road, and the north and south sides of 15th Street. Zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop. Project #ZC2017-037. Tabled February 19, 2018.

APPROVED: 7-1 **DENIED:** _____ **TABLED:** _____

Speaker Card(s) Received **Support:** 3 **Oppose:** 5 **Neutral:** 0

Letters Received Within 200' Notice Area: **Support:** 2 **Oppose:** 0 **Neutral:** 0

Received Outside 200' Notice Area: **Support:** 1 **Oppose:** 2 **Neutral:** 1

Petition(s) Received: 0 **# Of Signatures:** 0

The Commissioner voting in opposition supported the 130-foot setback as recommended by staff.

STIPULATIONS:

Recommended for approval as follows:

(Proposed additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Restrictions:

1. Uses shall be limited to hospital and medical and professional offices.
2. Plano Medical Plaza, Block A, Lot 1R may be developed in accordance with the following:
 - a. Maximum Lot Coverage: 40%.

- b. As of January 1, 2018:
 - i. Maximum height for any new building within 80 feet of a residential district boundary-line and the right-of-way of Amelia Court shall be four stories, not to exceed 80 feet.
 - ii. New ground-mounted mechanical units, refuse and recycling containers, and compactors shall be placed a minimum of 50 feet from residential zoning district boundary lines.
 - c. Ground-mounted mechanical units shall be screened from view by walls constructed of the same materials and finishes as the building(s), or by a solid evergreen landscape screen. These screens shall be a minimum of 6 feet in height. Plants must be placed so as to create a 6-foot tall solid screen within 2 years of installation. All landscaping must be irrigated and must be replaced if damaged.
 - d. An irrigated landscape screen must be installed and maintained along the entire eastern property boundary adjacent to residential zoning district boundary lines. Evergreen shrubs used for a landscape screen shall be placed so as to create at least a 6-foot tall solid screen within 2 years of their installation. An opening in the landscape screen may be provided for pedestrian access from the adjacent residential uses to the hospital site. All landscaping shall be irrigated within an automatic sprinkler system and maintained in a healthy and growing condition.
 - e. A minimum 6 foot masonry screening wall shall be maintained along the southern property boundary of Park Bluff Addition, Phase II, Block B, Lot 1, shared with the hospital property.
 - f. All exterior building material made of glass shall have a maximum exterior visible reflectance of 20%.
- 2. 3. A berm is required adjacent to Woodburn Corners Dr. with a minimum height of 6 feet, plus landscaping to provide screening for residential uses to the east.
 - 3. 4. A helistop may be constructed in conjunction with a hospital; the helistop will be restricted to transportation of patients, emergency equipment, and supplies and shall be subject to the provisions of Section 15.600.
 - 4. 5. Except as noted above, Maximum Lot Coverage: 30%

FOR CITY COUNCIL MEETING OF: March 26, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/ks

xc: Nick Paul, Columbia Medical Center of Plano Subsidiary, LP
Matt Moore, Claymoore Engineering

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

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 5, 2018

Agenda Item No. 2A

Public Hearing: Zoning Case 2017-037

Applicant: HSP of Texas, Inc.

DESCRIPTION:

Request to amend and expand Planned Development-129-General Office on 57.6 acres and rescind Specific Use Permit #105 for Hospital on 50.1 acres located on the east side of Coit Road, and the north and south sides of 15th Street. Zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop. Project #ZC2017-037. Tabled February 19, 2018.

REMARKS:

In late 2017, the applicant inquired about constructing a new hospital building expansion on the subject property. After a review of the city's ordinances, staff informed the applicant that in order to approve the building as proposed, the underlying zoning would have to be amended. After discussing several rezoning options, the applicant requested that the Planning & Zoning Commission call a public hearing to consider amending the development standards for and expanding the area of Planned Development-129-General Office (PD-129-O-2). On December 18, 2017, the Commission called the public hearing.

The applicant is requesting several changes to zoning in order to develop a new multistory hospital building. The proposed changes are summarized below:

1. Rezoning 10.1 acres on the north side of the existing hospital building from Planned Development-137-General Office (PD-137-O-2) to PD-129-O-2;
2. Increasing the allowable height of the hospital while reducing the proximity to residential uses;
3. Increasing the allowable lot coverage; and
4. Rescinding SUP #105 for Hospital because the SUP language is redundant.

The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

A revised preliminary site plan, Plano Medical Center, Block A, Lot 1R, accompanies this rezoning request as Agenda Item 2B.

Updated Request

At the February 19, 2018, Planning & Zoning Commission meeting, the Commission tabled this zoning request to allow the applicant to make modifications based upon comments from the meeting. In response to the discussion, the applicant has made the following updates to the request:

1. Reduced the proposed height from eight stories to four stories;
2. Clarified that the building setback is 80 feet, not 60 feet (the building did not move, but the applicant clarified that the four story portion actually begins at 80 feet);
3. Added location restrictions to new ground-mounted mechanical equipment; and
4. Reduced the requested lot coverage from 45% to 40%.

Staff met with the applicant and presented modified stipulations and an alternative design shifting the proposed four-story building further west of the residential district boundary line as shown in Exhibit 1. The applicant identified both operational and design constraints in relocating the building as proposed by staff, and has therefore made no changes to the building location.

Zoning History

The original zoning for the hospital was established in 1973 as part of a request which included all four corners of the intersection of Coit Road and 15th Street. The 10.1 acre area that the applicant is requesting to use for the new hospital building is currently zoned PD-137-O-2. This PD was approved in 1981 and includes restrictions limiting the height to six stories (with appropriate setbacks from residential zoning), and limiting the floor area ratio to 0.6:1. This part of the subject property currently includes a small portion of the hospital building, surface parking, two helistops, and a mechanical equipment yard.

Surrounding Land Use and Zoning

On the north, south, and west sides, the subject property is surrounded by nonresidential zoning. The development on these properties includes a large concentration of medical offices and other nonresidential uses. In addition to the nonresidential uses, there are

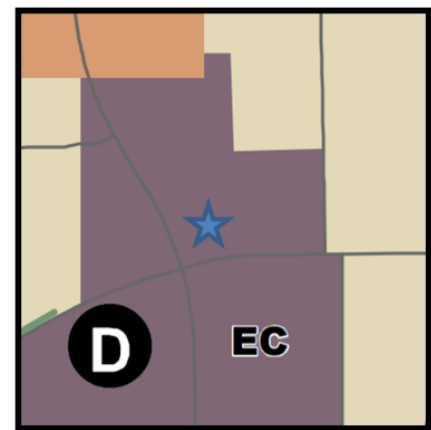
retirement housing uses located to the north, across American Drive, to the west, across Coit Road, and at the northwest corner of Jomar Drive and Medical Avenue.

Along the entire eastern portion of the subject property, north of 15th Street (adjacent to the hospital), are single-family and multifamily uses zoned Planned Development-136-Patio Home (PD-136-PH), Planned Development-22-Multifamily Residence-2 (PD-22-MF-2), and Single-Family Residence-7 (SF-7). Along the eastern border of the PD on the south side of 15th Street are existing medical offices and vacant land zoned Planned Development-132-Neighborhood Office (PD-132-O-1).

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map designates the subject property as Employment Center (EC).

The Employment Center 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.

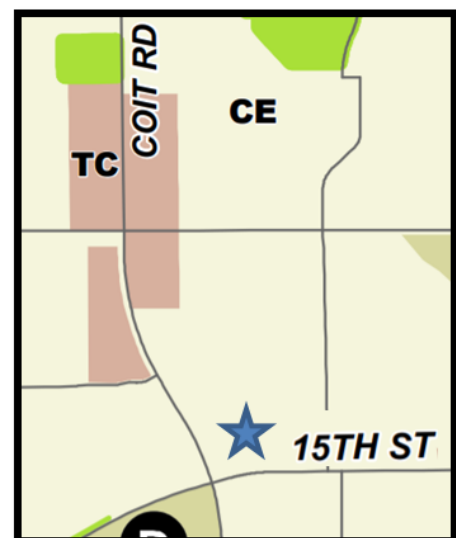


The requested zoning amendments will continue the use of the property as a medical center, which is recommended as a primary use for EC designated properties. However, this policy also states that “adequate building setbacks must be considered when development is proposed near neighborhoods.” Although the use of the property is consistent with the EC designation, the applicant is not proposing adequate building setbacks immediately adjacent to residential development based upon standards from the Zoning Ordinance in 1982. For this reason, this request is not in conformance with the Future Land Use Map.

Growth and Change Map - 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 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 requested height increase and intrusion into the



residential setback would change the development conditions of the subject property. While the requested amendments are generally consistent with the present form and character of the existing hospital campus, the requested setback is not.

Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The applicant's proposed modifications would allow new development to occur which may not respect the existing neighborhoods to the east. New development should be built with a focus on protecting the quality of life for existing residents.

Land Use Statement LU7 - *Review and ensure residential adjacency standards provide appropriate transitions in building height and bulk that are sensitive to the physical character of adjoining neighborhoods.*

This action statement recommends that the city review the Zoning Ordinance requirements pertaining to commercial development to ensure that transitions are sensitive to surrounding neighborhoods. The proposed setback modifications to the PD could create an insensitive physical character of the hospital campus directly adjacent to residential developments.

ISSUES:

Building Height and Setback

The City of Plano has maintained longstanding height restrictions for nonresidential buildings where constructed adjacent to residential zoning districts. The intent of these restrictions is to preserve and protect the integrity, enjoyment, and property values of residential neighborhoods within the city. With this request, the applicant is proposing to allow a four story, 80-foot tall building within 80 feet of existing residential zoning (located along the eastern property boundary of the hospital). If the applicant were to construct a four story, 80-foot tall building per the current Zoning Ordinance requirements, they would be required to have a setback of 145 feet.

Section 13.500 (Yard Regulations) of Article 13 (Lot and Building Standards) of the Zoning Ordinance contains standards which specify setbacks for nonresidential development adjacent to residential zoning districts. The applicant's request would allow a significant intrusion into this setback, and is insensitive to adjacent residents in a suburban setting. This property is large and could accommodate additional multistory development in other locations not adjacent to residential properties.

Recognizing the existing development conditions, staff is proposing a minimum four-story building setback of 130 feet. This recommendation would still allow a connection to the existing building, but it would be far less intrusive to the adjacent residents. For that reason, staff is requesting that the Commission provide direction on the following setback options:

Option A (staff recommendation): Maximum height for any new building within **130 feet** of a residential district boundary-line and the right-of-way of Amelia Court shall be four stories, not to exceed 80 feet.

Option B (applicant's request): Maximum height for any new building within **80 feet** of a residential district boundary-line and the right-of-way of Amelia Court shall be four stories, not to exceed 80 feet.

Lot Coverage

PD-129-O-2 currently limits maximum lot coverage to 30%, while PD-137-O-2 limits lot coverage to 50%. Considering the land area in each PD district, the lot coverage allowed today averages around 38% for the entire hospital property. With this new building, the lot coverage would be increased to 33% of total development. At this time, the applicant is requesting an allowance to 40%, which would permit an additional 78,000 square feet of building footprint (in excess of the current proposed building).

SUP Rescission

The zoning language within PD-129-O-2 and SUP #105 for Hospital are identical. In order to remove redundancy and maintain a single location for the proposed development standards, the applicant is requesting to rescind SUP #105. Staff supports this change.

SUMMARY:

The applicant is requesting to amend and expand Planned Development-129-General Office to allow four story, 80-foot tall hospital buildings within 80 feet of residential properties, and to increase the developable footprint to 40%. The subject property is large and could be developed in accordance with setbacks and development standards which would better respect the adjacent neighborhoods. However, as proposed, the applicant's planned development request may infringe upon the lower density and greater setbacks reasonably expected by adjacent residential properties. Due to these concerns, staff is recommending an alternative setback which is more appropriate in the context of adjacent residential properties.

RECOMMENDATION:

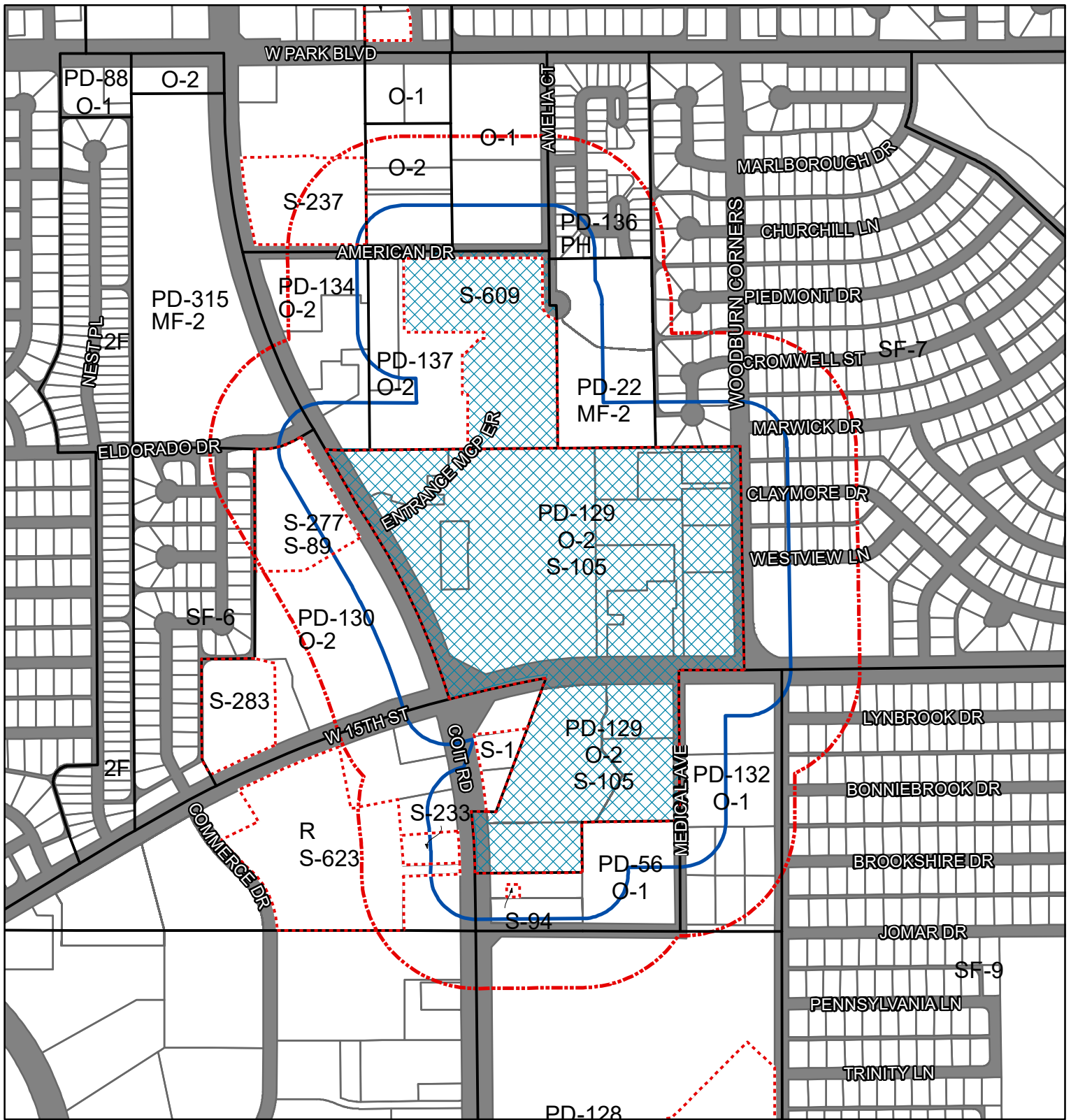
Proposed Development Stipulations

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Restrictions:

1. Uses shall be limited to hospital and medical and professional offices.
2. Plano Medical Plaza, Block A, Lot 1R may be developed in accordance with the following:
 - a. Maximum Lot Coverage: 40%.
 - b. As of January 1, 2018:
 - i. Maximum height for any new building within 130 feet of a residential district boundary-line and the right-of-way of Amelia Court shall be four stories, not to exceed 80 feet.
 - ii. New ground-mounted mechanical units, refuse and recycling containers, and compactors shall be placed a minimum of 50 feet from residential zoning district boundary lines.
 - c. Ground-mounted mechanical units shall be screened from view by walls constructed of the same materials and finishes as the building(s), or by a solid evergreen landscape screen. These screens shall be a minimum of 6 feet in height. Plants must be placed so as to create a 6-foot tall solid screen within 2 years of installation. All landscaping must be irrigated and must be replaced if damaged.
 - d. An irrigated landscape screen must be installed and maintained along the entire eastern property boundary adjacent to residential zoning district boundary lines. Evergreen shrubs used for a landscape screen shall be placed so as to create at least a 6-foot tall solid screen within 2 years of their installation. An opening in the landscape screen may be provided for pedestrian access from the adjacent residential uses to the hospital site. All landscaping shall be irrigated within an automatic sprinkler system and maintained in a healthy and growing condition.
 - e. A minimum 6' masonry screening wall shall be maintained along the southern property boundary of Park Bluff Addition, Phase II, Block B, Lot 1, shared with the hospital property.
 - f. All exterior building material made of glass shall have a maximum exterior visible reflectance of 20%.

2. 3. A berm is required adjacent to Woodburn Corners Dr. with a minimum height of 6 feet, plus landscaping to provide screening for residential uses to the east.
3. 4. A helistop may be constructed in conjunction with a hospital; the helistop will be restricted to transportation of patients, emergency equipment, and supplies and shall be subject to the provisions of Section 15.600.
4. 5. Except as noted above, Maximum Lot Coverage: 30%

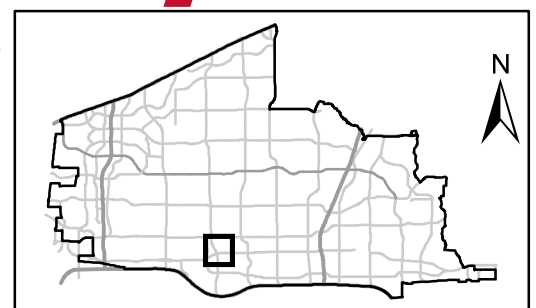


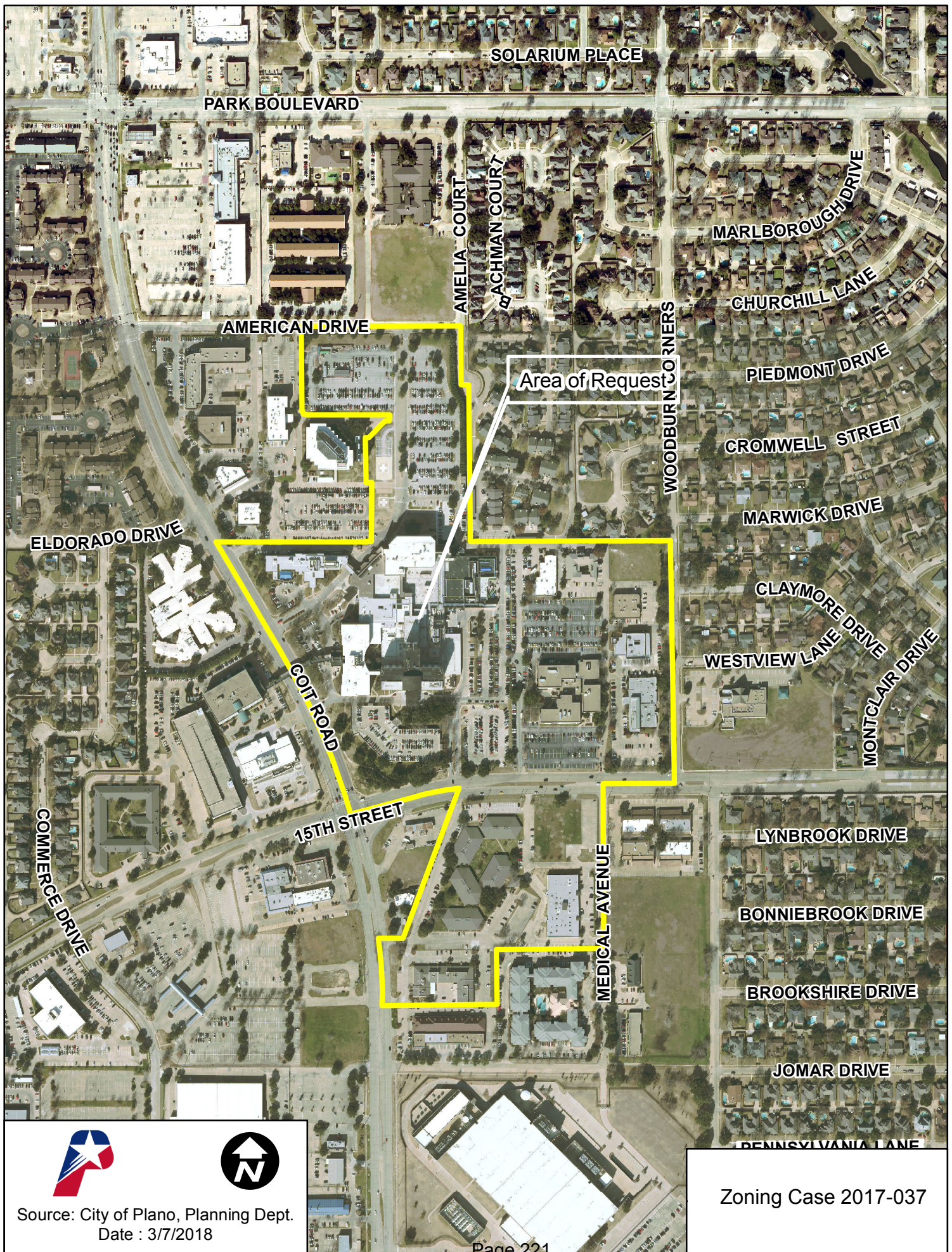
Zoning Case #: 2017-037

Existing Zoning: Planned Development-129-General Office (PD-129-O-2) w/Specific Use Permit (SUP) #105 & Planned Development-137-General Office (PD-137-O-2) w/Specific Use Permit (SUP) #609

Proposed Zoning: Planned Development-129-General Office (PD-129-O-2) w/Specific Use Permit (SUP) #609

- Zoning Boundary Change/SUP
 --- Specific Use Permit
 X Subject Property
- City Limits
 500' Courtesy Notification Buffer
 Right-of-Way
- Zoning Boundary
 200' Notification Buffer





SOLARIUM PLACE

PARK BOULEVARD

AMELIA COURT

ACHMAN COURT

MARLBOROUGH DRIVE

CHURCHILL LANE

PIEDMONT DRIVE

CROMWELL STREET

MARWICK DRIVE

CLAYMORE DRIVE

WESTVIEW LANE

MONTCLAIR DRIVE

LYNBROOK DRIVE

BONNIEBROOK DRIVE

BROOKSHIRE DRIVE

JOMAR DRIVE

PENNSYLVANIA LANE

Area of Request

ELDORADO DRIVE

AMERICAN DRIVE

COIT ROAD

15TH STREET

MEDICAL AVENUE

COMMERCE DRIVE



Source: City of Plano, Planning Dept.
Date : 3/7/2018

Zoning Case 2017-037



FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS

Engineer MATT MOORE
P.E. No. 95813 Date 3/8/2018

**HCA MEDICAL CITY PLANO
BED TOWER EXPANSION
SITE / FOUNDATION**
3901 WEST 15TH STREET
PLANO, TEXAS 75075

[illegible]

OVERALL
ZONING
EXHIBIT

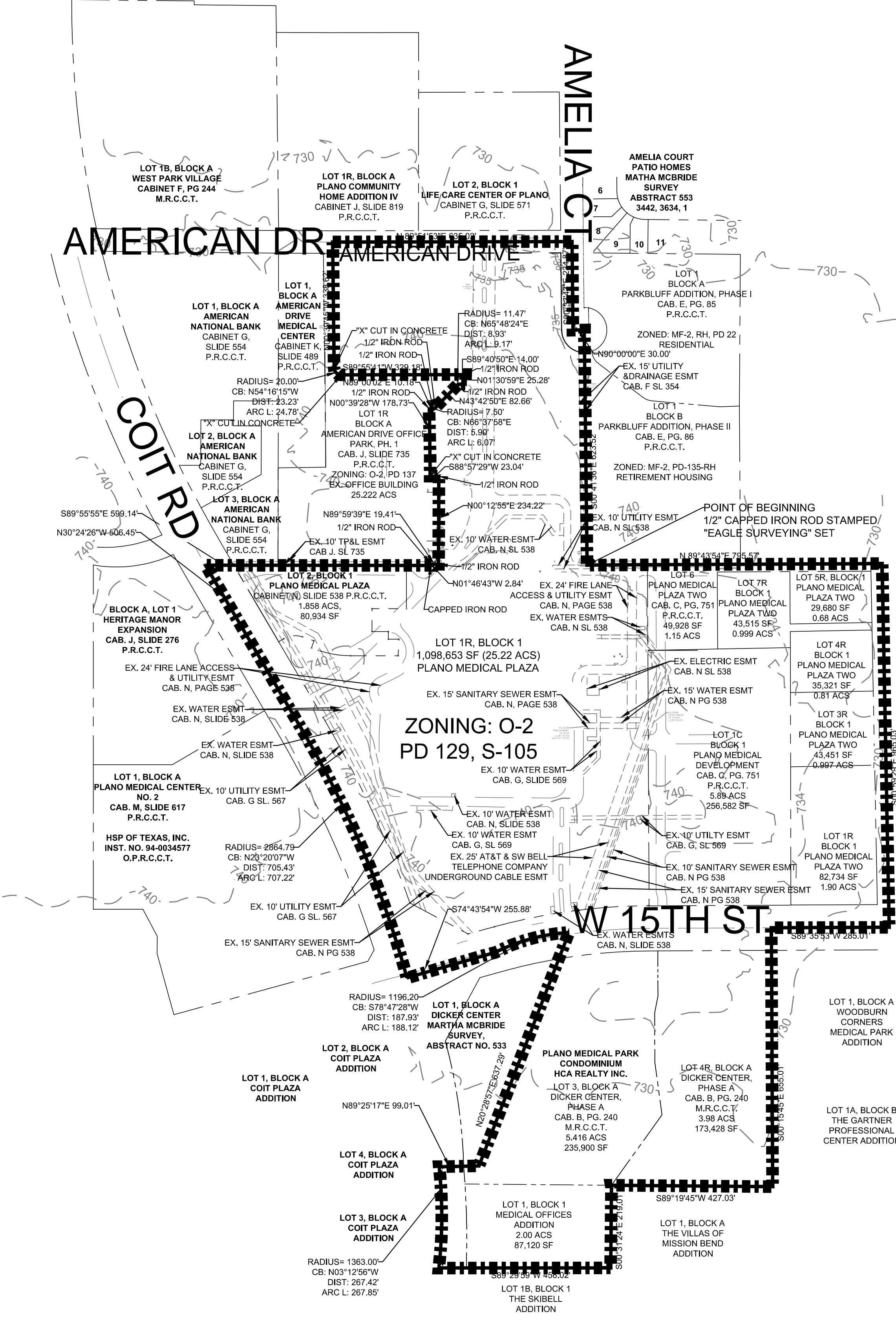
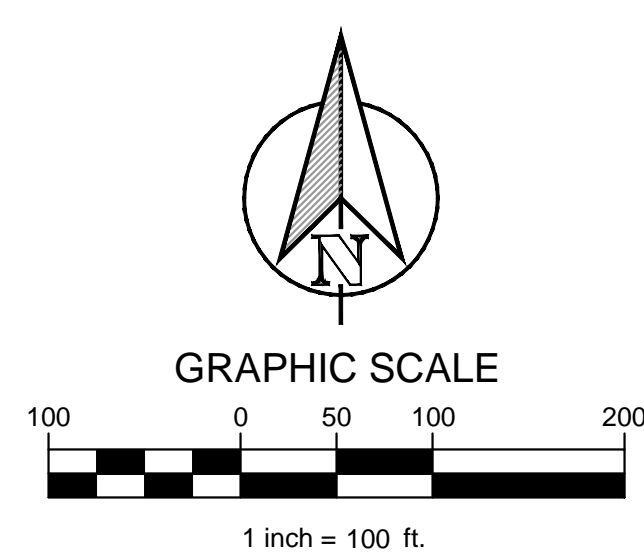
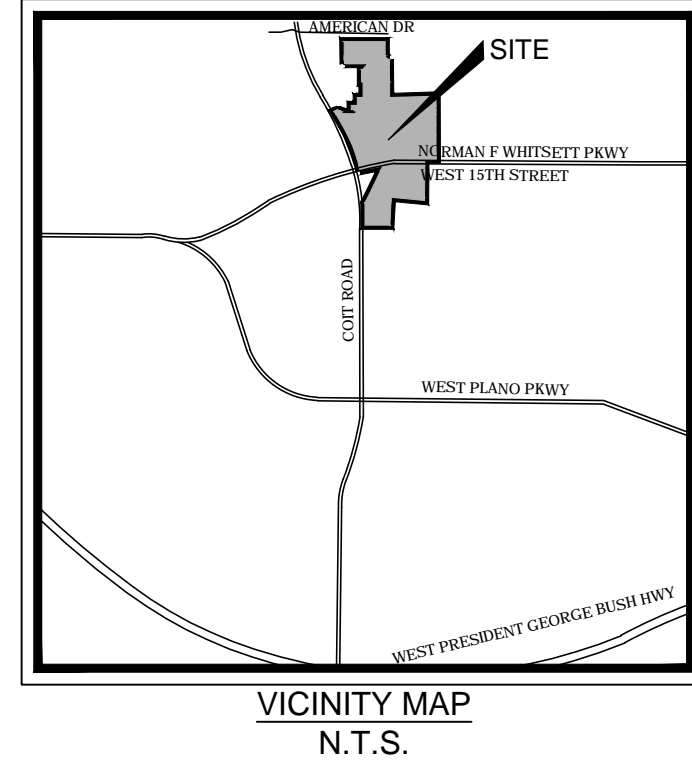
DESIGN:	ASD
DRAWN:	ASD
CHECKED:	MAM
DATE:	3/8/2018

SHEET
SP-1

File No. 2017-166

NOTE

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 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.



WHEREAS, HSP OF TEXAS, INC., IS THE SOLE OWNER OF ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE MARTHA MCBRIDE SURVEY, ABSTRACT NUMBER 553, COLLIN COUNTY, TEXAS, BEING ALL OF THE FOLLOWING PLATS: PLANO MEDICAL PLAZA, AN ADDITION TO THE CITY OF PLANO, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, SLIDE 538 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, PLANO MEDICAL PLAZA TWO, AN ADDITION TO THE CITY OF PLANO, ACCORDING TO THE PLAT RECORDED IN CABINET C, PAGE 75 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS, DICKER CENTER, PHASE A, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET B, PAGE 240 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS, MEDICAL OFFICES ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET C, PAGE 687 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS PLANO MEDICAL PARK CONDOMINIUM, AN ADDITION TO THE CITY PLANO AS RECORDED IN VOLUME 3, PAGE 504 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, LOT 2, BLOCK 1 OF PLANO MEDICAL PLAZA, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET N, PAGE 538 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING A PART OF WEST 15TH STREET, FARM TO MARKET ROAD 3193 (KNOWN LOCALLY AS COIT ROAD), AMERICAN DRIVE, AMELIA COURT, WOODBURN CORNERS AND MEDICAL AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD STAMPED "EAGLE SURVEYING" SET FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK B, PARKBLUFF ADDITION, PHASE II, AN ADDITION TO THE CITY OF PLANO, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 86 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING AT IN AN INNER ELL CORNER OF SAID LOT 1R, BLOCK 1 OF PLANO MEDICAL PLAZA;

THENCE NORTH 89° 43' 54" EAST WITH THE COMMON LINE THEREOF PART OF THE WAY AND CONTINUING ALONG SAID COURSE ALONG THE NORTH LINE OF PLANO MEDICAL PLAZA TWO A DISTANCE OF 795.57 FEET TO A POINT IN THE CENTER OF WOODBURN CORNERS ROAD (80' R.O.W.);

THENCE SOUTH 00°59'29" EAST ALONG THE CENTER OF SAID WOODBURN CORNERS ROAD AND PARALLEL TO THE EAST LINE OF SAID PLANO MEDICAL PLAZA TWO A DISTANCE OF 965.03 FEET TO THE CENTERLINE OF WEST 15TH STREET (120' R.O.W.);

THENCE SOUTH 89°35'53" WEST ALONG THE CENTERLINE OF WEST 15TH STREET A DISTANCE OF 285.01 FEET TO A POINT IN THE CENTERLINE OF THE INTERSECTION OF SAID WEST 15TH STREET AND MEDICAL AVENUE; THENCE SOUTH 0°15'45" EAST WITH THE CENTERLINE OF SAID MEDICAL AVENUE AND PARALLEL TO THE EAST LINE OF DICKER CENTER, PHASE A, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET B, PAGE 240 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS A DISTANCE OF 655.01 FEET TO A POINT FOR CORNER:

THENCE SOUTH 89°19'45" WEST WITH THE SOUTH LINE OF SAID CIDER CORNER, PHASE A AND THE NORTH LINE OF THE VILLAS OF MISSION BEING, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET M, PAGE 86 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 427.03 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF PLANO MEDICAL PARK CONDOMINIUM, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN VOLUME 3, PAGE 504 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING THE NORTHEAST CORNER OF MEDICAL OFFICES ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET C, PAGE 687 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 00°31'24" EAST WITH THE WEST LINE OF SAID VILLAS OF MISSION BEND AND THE EAST LINE OF SAID MEDICAL OFFICES ADDITION A DISTANCE OF 219.01 FEET TO A POINT FOR CORNER FOR THE SOUTHEAST CORNER THEREOF:

THENCE SOUTH 89°29'50" WEST WITH THE SOUTH LINE OF SAID MEDICAL OFFICES ADDITION A DISTANCE OF 458.02 FEET TO A POINT IN THE CENTER OF FARM TO MARKET ROAD 3193 (KNOWN LOCALLY AS COIT ROAD) (130' R.O.W.) AND BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1363.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 12 MINUTES 56 SECONDS WEST, 267.42 FEET;

THENCE ALONG SAID CENTERLINE OF SAID COIT ROAD AND PARALLEL WITH THE WEST LINE OF SAID MEDICAL OFFICES ADDITION AN ARC LENGTH OF 267.85 FEET TO A POINT IN THE CENTERLINE OF SAID COIT ROAD;
THENCE NORTH 89°25'17" EAST A DISTANCE OF 99.01 FEET TO AN INNER ELL CORNER OF SAID MEDICAL PARK CONDOMINIUM;

THENCE NORTH 42° 28' 57" EAST WITH THE WEST LINE THEREOF AND THE EAST LINE OF TELECABLE OF PLANO WEST, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET E, PAGE 166 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS A DISTANCE OF 637.29 TO A POINT IN THE CENTERLINE OF SAID WEST 15TH STREET AND BEING AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1196.20 FEET AND A CHORD BEARING AND
DISTANCE OF SOUTH 78 DEGREES 47 MINUTES 28 SECONDS WEST 187.93 FEET.

THENCE ALONG SAID CURVE AND SAID CENTERLINE OF SAID WEST 15TH STREET AN ARC LENGTH OF 188.12 FEET TO A POINT FOR CORNER;

THENCE SOUTH 74°43'54" WEST ALONG THE CENTERLINE OF WEST 15TH STREET, A DISTANCE OF 255.88 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF WEST 15TH STREET AND THE CENTERLINE OF COIT ROAD (AND BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,864.79 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 123°20'07" WEST, 705.43 FEET;

THENCE ALONG THE CENTERLINE OF COIT ROAD, AN ARC DISTANCE OF 707.22 FEET TO A POINT IN THE CENTERLINE OF COIT ROAD FOR CORNER;

THENCE NORTH 30° 24' 26" WEST ALONG THE CENTERLINE OF COIT ROAD, A DISTANCE OF 506.45 FEET TO A POINT IN THE CENTERLINE OF COIT ROAD FOR CORNER;

THENCE SOUTH 89°55'55" EAST PASSING THE NORTHWEST CORNER OF LOT 2, BLOCK 1 OF PLANO MEDICAL PLAZA, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET N, PAGE 538 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS AT 65 FEET AND CONTINUING ALONG SAID COURSE A DISTANCE OF 599.14 FEET TO A CAPPED IRON ROD STAMPED "EAGLE SURVEYING";

THENCE ALONG THE SOUTH BOUNDARY LINE OF LOT 1R, BLOCK A, AMERICAN DRIVE OFFICE PARK, PHASE 1, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET J, PAGE 735 OF THE PLAT RECORDS, COLLIN COUNTY, TEXAS THE FOLLOWING THREE (2) CALLS TO WIT: 1) NOR101°46'43" WEST, A DISTANCE OF 2.84 FEET TO A 1/2" IRON ROD FOUND FOR CORNER; 2) NOR89°50'30" EAST, A DISTANCE OF 19.41 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER THEREOF.

THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 10, BLOCK A, AMERICAN DRIVE OFFICE PARK, PHASE I, THE FOLLOWING NINE (9) CALLS TO WIT: 1.) NORTH 00°12'55" EAST, A DISTANCE OF 234.22 FEET TO A 1/2" IRON ROD FOUND FOR CORNER.2.) SOUTH 88°57'29" WEST, A DISTANCE OF 23.04 FEET TO AN "X" CUT FOUND IN CONCRETE FOR CORNER.3.) NORTH 00°39'28" WEST, A DISTANCE OF 178.73 FEET TO A 1/2" CAPPED IRON ROD STAMPED "EAGLE SURVEYING" SET FOR CORNER.4.) NORTH 89°44'02" EAST, A DISTANCE OF 10.18 FEET TO A 1/2" CAPPED IRON ROD STAMPED "EAGLE SURVEYING" SET FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7.50 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 66°37'38" EAST, 5.90 FEET 5.) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 6.07 FEET TO A 1/2" IRON ROD FOUND FOR CORNER.6.) NORTH 43°42'50" EAST, A DISTANCE OF 82.66 FEET TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11.47 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 66°48'24" EAST, 8.93 FEET 7.) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 9.17 FEET TO A 1/2" IRON ROD FOUND FOR CORNER.8.) SOUTH 88°40'50" EAST, A DISTANCE OF 14.00 FEET TO A 1/2" IRON ROD FOUND FOR CORNER.9.) NORTH 01°30'59" EAST, A DISTANCE OF 25.28 FEET TO A 1/2" IRON ROD FOUND FOR CORNER:

THENCE SOUTH 89°55'41" WEST ALONG THE MOST EASTERLY NORTH BOUNDARY LINE OF SAID LOT 1R, BLOCK A, AMERICAN DRIVE OFFICE PARK, PHASE 1, A DISTANCE OF 329.18 FEET TO AN "X" CUT FOUND IN CONCRETE AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 54°16'15" WEST, 23.23 FEET.

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 24.78 FEET TO AN "X" CUT FOUND IN CONCRETE;

THENCE NORTH00°39'45" WEST ALONG THE MOST NORTHERLY EAST BOUNDARY LINE OF SAID LOT 1R, BLOCK A, AMERICAN DRIVE OFFICE PARK, PHASE 1, A DISTANCE OF 338.62 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF AMERICAN DRIVE; AND

THENCE NORTH 89° 51' 53" EAST ALONG THE CENTERLINE OF AMERICAN DRIVE, A DISTANCE OF 635.02 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF AMERICAN DRIVE AND AMELIA COURT (60' R.O.W.);

THENCE SOUTH 00°33'43" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID AMELIA COURT, A DISTANCE OF 234.87 FEET TO A POINT FOR CORNER IN AMELIA COURT;

THENCE NORTH 19° 00' 00" EAST ACROSS AMELIA COURT CUL-DE-SAC, A DISTANCE OF 30.00 FEET TO A POINT FOR CORNER AT THE CENTER POINT OF THE AMELIA COURT CUL-DE-SAC;

THENCE SOUTH 00°41'36" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT 1, BLOCK B, PARKBLUFF ADDITION, PHASE II, A DISTANCE OF 623.52 FEET TO THE POINT OF BEGINNING, ENCLOSING 57.55 ACRES (2,506,900 SF) OF LAND, MORE OR LESS.

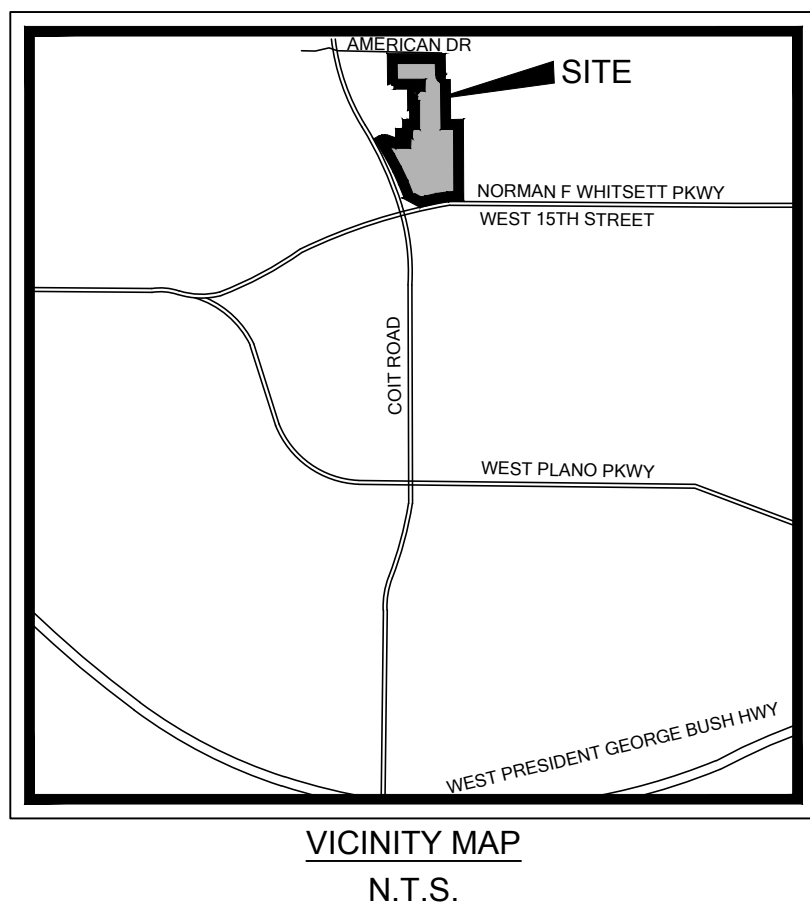
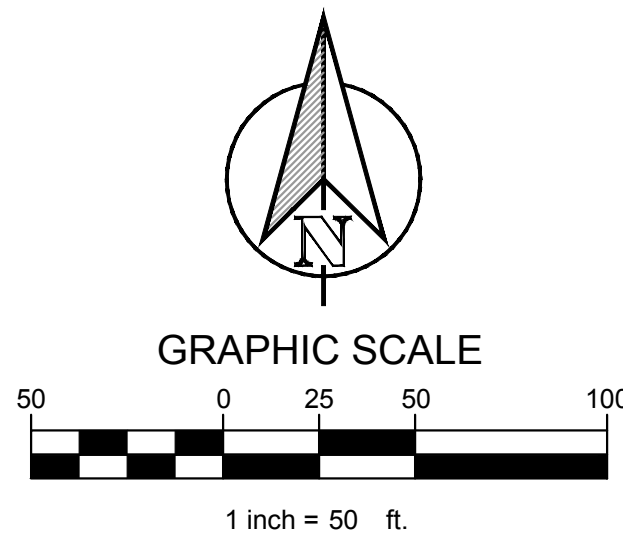
PROJECT BENCHMARK:
STANDARD CITY OF PLANO GPS POINT NO. 103
A 3.25" ALUMINUM DISK STAMPED "H-2" AND "103", AS
SHOWN BY CITY OF PLANO MONUMENTATION GPS
GEODETIC CONTROL SURVEY (PG 12 AND 72).
ELEVATION: 716.02

SURVEYOR
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009
JOHN COX

ENGINEER
MATT MOORE, PE
CLAYMOORE ENGINEERING, INC
1903 CENTRAL DRIVE, SUITE #40
BEDFORD, TX 76021
PH: 817.281.0572
TEXAS REGISTRATION #14199

FOR CITY USE ONLY

ZONING EXHIBIT
CITY PROJECT # ZC - 2017-037
LOT 1R, BLOCK 1, PLANO MEDICAL PLAZA
CITY OF PLANO, COLLIN COUNTY, TEXAS
PLAT CABINET N, PAGE 539
(57.55 ACS)



Site Data Table - Lot 1R, Block 1 Plano Medical Plaza			
General Site Data	LOT 1R		
Zoning (from zoning map)	O-2, PD 137, PD 129	PD-129-02	PD 137-02
Land Use (from zoning ordinance)	Hospital (S)		
Lot Area (square feet & acres)	1,098,653 SF (25.22 AC)	700,609	398,044
Existing Building Footprint Area (square feet)	324,672	320,399	4,273
New Building Footprint Area (square feet)	36,761	5,317	31,444
Total Building Footprint Area (square feet)	361,433	325,716	35,717
Total Building Area (square feet)	653,900		
Existing Building Height (# stories)	7	7	5
Existing Building Height (tallest building element)	96.00	96.00	70.83
Proposed Building Height (# stories)	4 & 1	1	4
Proposed Building Height (tallest building element)	80'		
Lot Coverage (percent - x.xx%)	32.89	46.49	8.97
Floor Area Ratio (ratio - x.xx:1)	0.60 : 1		
Parking			
Parking Ratio	1 Space / 2 Beds		
Required Parking for Existing (393 beds)	197		
Required Parking for Proposed (483 beds)	247		
Existing Parking Available	1,182		
Total Proposed Parking Provided (# spaces)	1,027		
Accessible Parking Required (# spaces)	21		
Accessible Parking Provided (# spaces)	25		
Parking in Excess of 110% of Required Parking (# spaces)	535		
Landscape Area (including turf areas)			
Landscape Edge Area Provided (square feet)	N/A		
Required Interior Landscape Area (parking lot landscaping)	8,216		
Additional Interior Landscape Area Provided (square feet)	232,860		
Other Landscape Area within the lot including Storm Water Conservation Areas	0		
<i>Total Landscape Area (square feet)</i>	241,076		
Permeable Area (not including landscaping or turf areas)	N/A		
Permeable Pavement (square feet)	N/A		
Other Permeable Area within the lot not including landscaping or turf areas (square feet)			
<i>Total Permeable Area (square feet)</i>	N/A		
Impervious Area			
Building Footprint Area (square feet)	361,433		
Area of Sidewalks, Pavement & Other Impervious Flatwork (sq	496,144		
Other Impervious Area	N/A		
<i>Total Impervious Area (square feet)</i>	857,577		
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area	1,098,653		
Total Impervious Area (square feet)	857,577		
Less BMP Impervious Area Credit	N/A		
<i>Billable Impervious Area (square feet)</i>	N/A		

ENGINEER PERMIT # ENG17-00208

FOR CITY USE ONLY

PRELIMINARY SITE PLAN
CITY PROJECT # PSP 2018-002
LOT 1R, BLOCK 1, PLANO MEDICAL PLAZA
CITY OF PLANO, COLLIN COUNTY, TEXAS
PLAT CABINET N, PAGE 539, ABSTRACT S0364
(25.22 ACS)

TEXAS FIRM #14109

CLAY MOORE

ENGINEERING

300 CENTRAL DRIVE SUITE #406
EPPORD, TX 76021

PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

P R E L I M I N A R Y

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS

Engineer MATT MOORE

P.E. No. 95813 Date 2/28/2018

**HCA MEDICAL CITY PLANO
BED TOWER EXPANSION
3901 WEST 15TH STREET
PLANO, TEXAS 75075**

[illegible]

<h1 style="margin: 0;">PRELIMINARY SITE PLAN</h1>	
DESIGN:	ASD
DRAWN:	ASD
CHECKED:	MAM
DATE:	2/28/2019
<p>SHEET</p> <h2 style="margin: 0;">SP-1</h2>	
File No. 2017-168	

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPOSED PARKING ISLAND RADII SHALL BE 3' UNLESS NOTED OTHERWISE.
3. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

SITE PLAN GENERAL NOTES:

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

EX. PARKING STRUCTURE
ZONING: O-2, PD-129, S-105
LOT 1R, BLOCK 1
PLANO MEDICAL PLAZA

LOT 1, BLOCK A
DICKER CENTER
MARTHA MCBRIDE SURVEY,

PURPOSE STATEMENT:
THE PURPOSE OF THIS REVISED SITE PLAN IS TO PROVIDE A SURGERY CENTER EXPANSION AND A 4-STORY BED TOWER TO THE MEDICAL CITY OF PLANO CAMPUS.

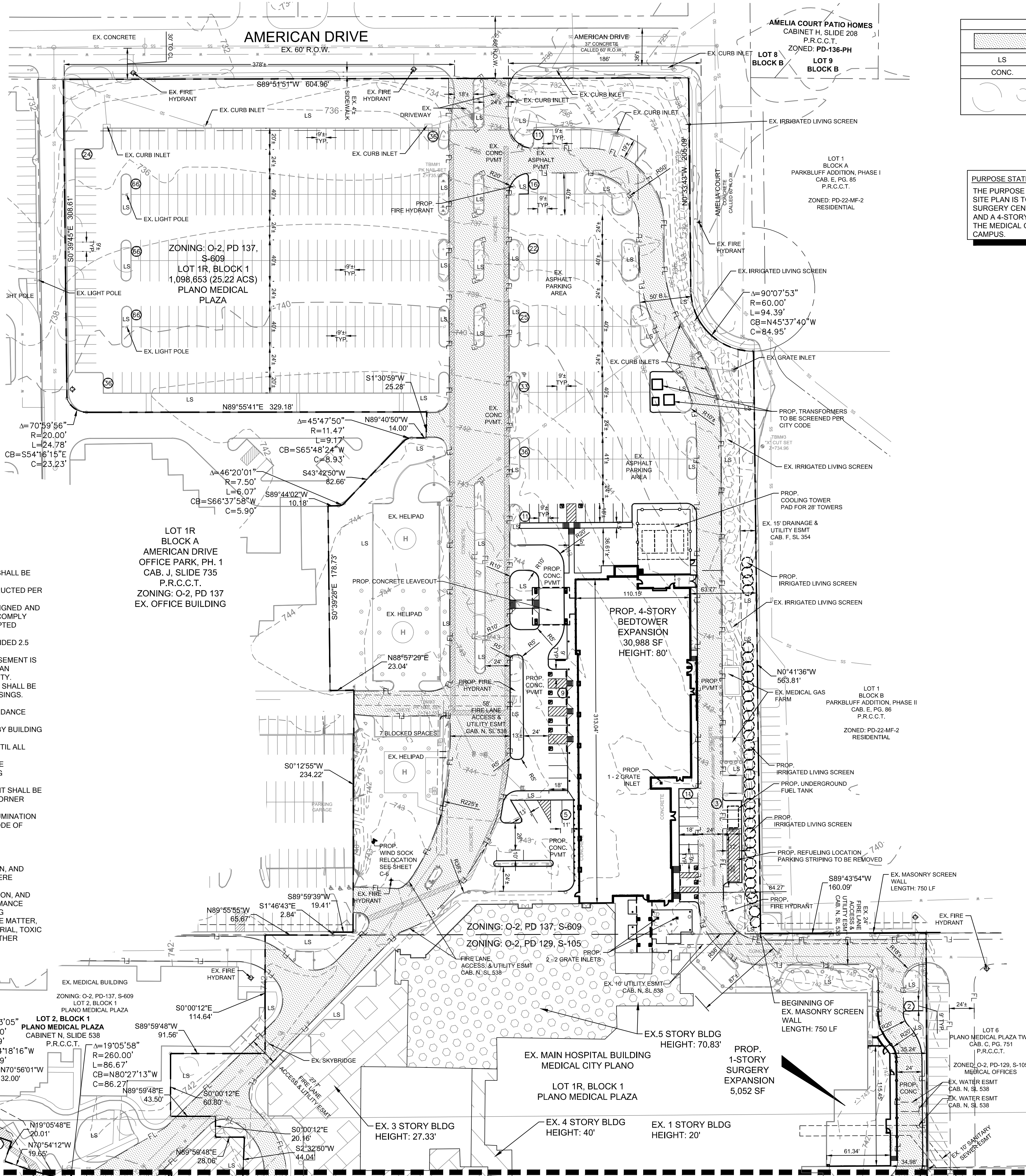
OWNER
HSP OF TEXAS, INC.
P.O. BOX 1504
NASHVILLE, TN 37202-1504
241.499.0855
TODD.CURRY@HCAHEALTHCARE.COM

SURVEYOR
EAGLE SURVEYING, LLC
CONTACT JOHN COX
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
817-382-2222

ENGINEER
MATT MOORE, PE
CLAYMOORE ENGINEERING, INC.
903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572

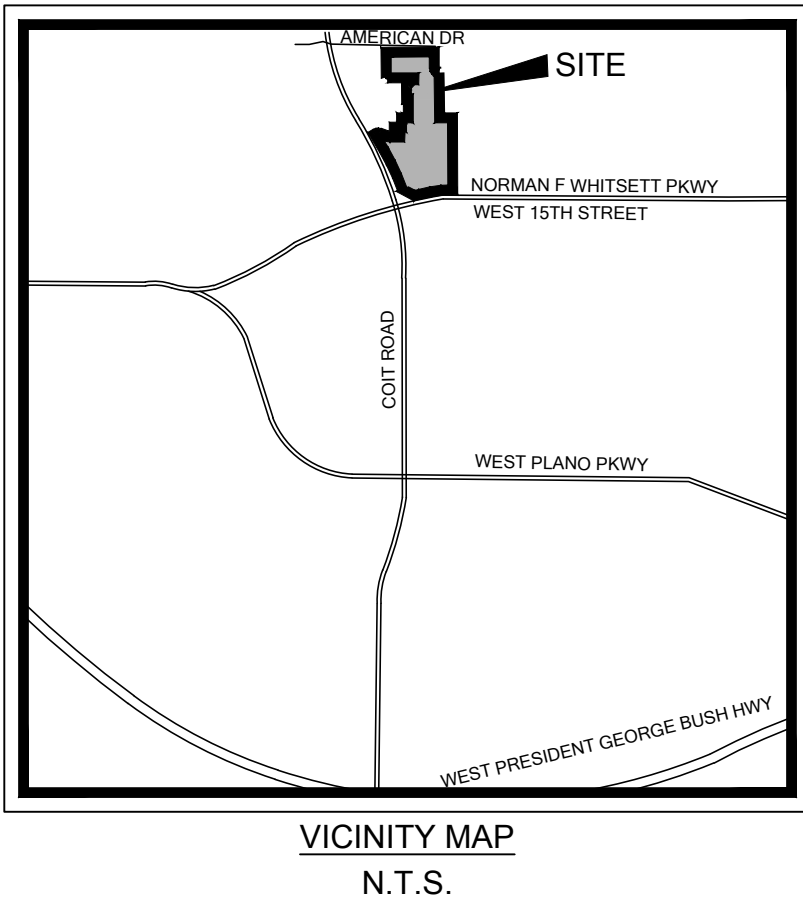
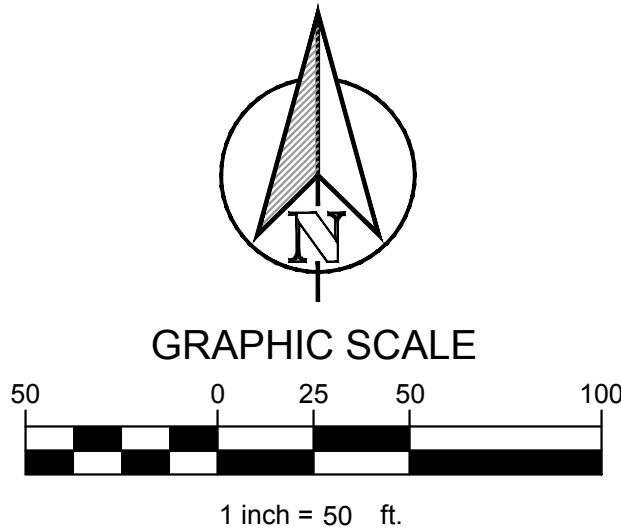
~~Page 200~~

- GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 2. ALL PROPOSED PARKING ISLAND RADI SHALL BE 3' UNLESS NOTED OTHERWISE.
 3. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.



LEGEND	
	FIRE LANE
	LANDSCAPE AREA
	CONCRETE PAVEMENT
	TREE CANOPIES

PURPOSE STATEMENT:
THE PURPOSE OF THIS PRELIMINARY SITE PLAN IS TO PROVIDE A SURGERY CENTER EXPANSION AND A 4-STORY BED TOWER TO THE MEDICAL CITY OF PLANO CAMPUS.



Site Data Table - Lot 1R, Block 1 Plano Medical Plaza				
General Site Data		LOT 1R		
Zoning (from zoning map)	O-2, PD 137, PD 129	PD-129-02	PD 137-02	
Land Use (from zoning ordinance)	Hospital (5)			
Lot Area (square feet & acres)	1,098,653 SF (25.22 AC)	700,609	398,044	
Existing Building Footprint Area (square feet)	324,672	320,399	4,273	
New Building Footprint Area (square feet)	36,761	5,317	31,444	
Total Building Footprint Area (square feet)	361,433	325,716	35,717	
Total Building Area (square feet)	653,900			
Existing Building Height (# stories)	7	7	5	
Existing Building Height (tallest building element)	96.00	96.00	70.83	
Proposed Building Height (# stories)	4 & 1	1	4	
Proposed Building Height (tallest building element)	80'			
Lot Coverage (percent - x.xx%)	32.89	46.49	8.97	
Floor Area Ratio (ratio - x.xx:1)	0.60:1			
Parking				
Parking Ratio	1 Space / 2 Beds			
Required Parking for Existing (393 beds)	197			
Required Parking for Proposed (483 beds)	247			
Existing Parking Available	1,182			
Total Proposed Parking Provided (# spaces)	1,027			
Accessible Parking Required (# spaces)	21			
Accessible Parking Provided (# spaces)	25			
Parking in Excess of 110% of Required Parking (# spaces)	535			
Landscape Area (including turf areas)				
Landscape Edge Area Provided (square feet)	N/A			
Required Interior Landscape Area (parking lot landscaping)	8,216			
Additional Interior Landscape Area Provided (square feet)	232,860			
Other Landscape Area within the lot including Storm Water Conservation Areas	0			
Total Landscape Area (square feet)	241,076			
Permeable Area (not including landscaping or turf areas)				
Permeable Pavement (square feet)	N/A			
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	N/A			
Total Permeable Area (square feet)	N/A			
Impervious Area				
Building Footprint Area (square feet)	361,433			
Area of Sidewalks, Pavement & Other Impervious Flatwork (sq ft)	496,144			
Other Impervious Area	N/A			
Total Impervious Area (square feet)	857,577			
Summary				
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area	1,098,653			
Total Impervious Area (square feet)	857,577			
Less BMP Impervious Area Credit	N/A			
Billable Impervious Area (square feet)	N/A			

ENGINEER PERMIT # ENG17-00208

OWNER
COLUMBIA MEDICAL CENTER
OF PLANO SUBSIDIARY, L.P.
PO BOX 1504
NASHVILLE, TN 37202-1504
NICK.PAUL@HCAHEALTHCARE.COM

SURVEYOR
EAGLE SURVEYING, LLC
CONTACT: JOHN COX
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009

ENGINEER
MATT MOORE, PE
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #408
BEDFORD, TX 76021
PH: 817.281.0572
TEXAS REGISTRATION #14199

PRELIMINARY SITE PLAN
CITY PROJECT # PSP 2018-002
LOT 1R, BLOCK 1, PLANO MEDICAL PLAZA
CITY OF PLANO, COLLIN COUNTY, TEXAS
PLAT CABINET N, PAGE 539, ABSTRACT S0364
(25.22 ACS)

CLAYMOORE
ENGINEERING

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
Engineer: MATT MOORE
P.E. No. 95813, Date: 2/28/2018

HCA MEDICAL CITY PLANO
BED TOWER EXPANSION
3901 WEST 15TH STREET
PLANO, TEXAS 75075

NO.	DATE	REVISION	BY

PRELIMINARY
SITE PLAN

DESIGN: ASD
DRAWN: ASD
CHECKED: MAM
DATE: 2/28/2018

SHEET
SP-2

File No. 2017-166

PLOTTED BY: NATHAN AYRES
PLOT DATE: 2/28/2018 1:10 PM
LOCATION: Z:\PROJECTS\PROJECTS\2017-166 PW MEDICAL CITY PLANO\CADD\SHEETS\SP-2 PRELIMINARY SITE PLAN.DWG
LAST SAVED: 2/28/2018 1:06 PM

MATCH LINE - SEE SHEET SP-1

MATCH LINE - SEE SHEET SP-1

Zoning Case 2017-037

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 amend and expand Planned Development-129-General Office on 57.6 acres and rescind Specific Use Permit #105 for Hospital on approximately 50.1 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, currently zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop; 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 26th day of March 2018, for the purpose of considering amending and expanding Planned Development-129-General Office on 57.6 acres and rescinding Specific Use Permit #105 for Hospital on approximately 50.1 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, currently zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital and Planned Development-137-General Office with Specific Use Permit #609 for Helistop; 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 26th day of March 2018, and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend and expand Planned Development-129-General Office on 57.6 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, said property being described in the legal description on Exhibit A attached hereto.

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

1. Uses shall be limited to hospital and medical and professional offices.
2. Plano Medical Plaza, Block A, Lot 1R may be developed in accordance with the following:
 - a. Maximum Lot Coverage: 40%.
 - b. As of January 1, 2018:
 - i. Maximum height for any new building within 80 feet of a residential district boundary line and the right-of-way of Amelia Court shall be four stories, not to exceed 80 feet.
 - ii. New ground-mounted mechanical units, refuse and recycling containers, and compactors shall be placed a minimum of 50 feet from residential zoning district boundary lines.
 - c. Ground-mounted mechanical units shall be screened from view by walls constructed of the same materials and finishes as the building(s), or by a solid evergreen landscape screen. These screens shall be a minimum of 6 feet in height. Plants must be placed so as to create a 6-foot tall solid screen within 2 years of installation. All landscaping must be irrigated and must be replaced if damaged.
 - d. An irrigated landscape screen must be installed and maintained along the entire eastern property boundary adjacent to residential zoning district boundary lines. Evergreen shrubs used for a landscape screen shall be placed so as to create at least a 6-foot tall solid screen within 2 years of their installation. An opening in the landscape screen may be provided for pedestrian access from the adjacent residential uses to the hospital site. All landscaping shall be irrigated within an automatic sprinkler system and maintained in a healthy and growing condition.

- e. A minimum 6-foot masonry screening wall shall be maintained along the southern property boundary of Park Bluff Addition, Phase II, Block B, Lot 1, shared with the hospital property.
 - f. All exterior building material made of glass shall have a maximum exterior visible reflectance of 20%.
- 3. A berm is required adjacent to Woodburn Corners Dr. with a minimum height of 6 feet, plus landscaping to provide screening for residential uses to the east.
 - 4. A helistop may be constructed in conjunction with a hospital; the helistop will be restricted to transportation of patients, emergency equipment, and supplies and shall be subject to the provisions of Section 15.600.
 - 5. Except as noted above, Maximum Lot Coverage: 30%

Section III. Ordinance No. 88-12-18 duly passed and approved by the City Council of the City of Plano, Texas, on December 12, 1988, granting Specific Use Permit No. 105 for the additional use of Hospital on approximately 50.1 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Coit Road and the north and south sides of 15th Street, in the City of Plano, Collin County, Texas, more specifically described in the legal description on Exhibit B attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 105 is hereby rescinded.

Section IV. 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 V. 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 VI. 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 VII. 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 VIII. 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 IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 26TH DAY OF MARCH 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2017-037

Whereas, HSP OF TEXAS, INC. is the sole owner of all that certain parcel of land situated in the Martha McBride Survey, Abstract Number 553, Collin County, Texas, being all of the following plats; Plano Medical Plaza, an addition to the City of Plano, according to the plat thereof recorded in Cabinet N, Slide 538 of the Plat Records of Collin County, Texas, Plano Medical Plaza Two, an addition to the City of Plano, according to the plat recorded in Cabinet C, Page 75 of the Plat Records, Collin County, Texas, Dicker Center, Phase A, an addition to the City of Plano as recorded in Cabinet B, Page 240 of the Plat Records, Collin County, Texas, Medical Offices Addition, an addition to the City of Plano as recorded in Cabinet C, Page 687 of the Plat Records, Collin County, Texas Plano Medical Park Condominium, an addition to the City Plano as recorded in Volume 3, Page 504 of the Plat Records of Collin County, Texas, Lot 2, Block 1 of Plano Medical Plaza, an addition to the City of Plano as recorded in Cabinet N, Page 538 of the Plat Records. Collin County, Texas and being a part of West 15th Street, Farm to Market Road 3193 (known locally as Coit Road), American Drive, Amelia Court, Woodburn Corners and Medical Avenue and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "Eagle Surveying" set for the Southwest corner of Lot 1, Block B, Parkbluff Addition, Phase II, an addition to the City of Plano, according to the plat thereof recorded in Cabinet E, Slide 86 of the Plat Records of Collin County, Texas and being at in an inner ell corner of said Lot 1R, Block 1 of Plano Medical Plaza;

Thence North 89°43'54" East with the common line thereof part of the way and continuing along said course along the North line of Plano Medical Plaza Two a distance of 795.57 feet to a point in the center of Woodburn Corners Road (80' R.O.W.);

Thence South 00°59'29" East along the center of said Woodburn Corners Road and parallel to the East line of said Plano Medical Plaza Two a distance of 965.03 feet to the centerline of West 15th Street (120' R.O.W.);

Thence South 89°35'53" West along the centerline of West 15th Street a distance of 285.01 feet to a point in the centerline of the intersection of said West 15th Street and Medical Avenue;

Thence South 00°15'45" East with the centerline of said Medical Avenue and parallel to the East line of Dicker Center, Phase A, an addition to the City of Plano as recorded in Cabinet B, Page 240 of the Plat Records, Collin County, Texas a distance of 655.01 feet to a point for corner;

Thence South 89°19'45" West with the South line of said Dicker Center, Phase A and the North line of The Villas of Mission Bend, an addition to the City of Plano as recorded in Cabinet M, Page 86 of the Plat Records, Collin County, Texas, a distance of 427.03 feet to a point for corner in the South line of Plano Medical Park Condominium, an addition to the City Plano as recorded in Volume 3, Page 504 of the Plat Records of Collin County, Texas and being the Northeast corner of Medical Offices Addition, an addition to the City of Plano as recorded in Cabinet C, Page 687 of the Plat Records, Collin County, Texas;

Thence South 00°31'24" East with the West line of said Villas of Mission Bend and the East line of said Medical Offices Addition a distance of 219.01 feet to a point for corner for the Southeast corner thereof;

Thence South 89°29'59" West with the South line of said Medical Offices Addition a distance of 458.02 feet to a point in the center of Farm to Market Road 3193 (known locally as Coit Road) (130' R.O.W) and being at the beginning of a curve to the left having a radius of 1363.00 feet and a chord bearing and distance of North 03 degrees 12 minutes 56 seconds West, 267.42 feet;

Thence along said centerline of said Coit Road and parallel with the West line of said Medical Offices Addition an arc length of 267.85 feet to a point in the centerline of said Coit Road;

Thence North 89°25'17" East a distance of 99.01 feet to an inner ell corner of said Medical Park Condominium;

Thence North 20°28'57" East with the West line thereof and the East line of Telecable of Plano West, an addition to the City of Plano as recorded in Cabinet E, Page 166 of the Plat Records, Collin County, Texas a distance of 637.29 to a point in the centerline of said West 15th Street and being at the beginning of a curve to the left having a radius of 1196.20 feet and a chord bearing and distance of South 78 degrees 47 minutes 28 seconds West, 187.93 feet;

Thence along said curve and said centerline of said West 15th Street an arc length of 188.12 feet to a point for corner;

Thence South 74°43'54" West along the centerline of West 15th Street, a distance of 255.88 feet to a point for corner in the centerline of West 15th Street and the centerline of Coit Road (and being at the beginning of a non-tangent curve to the left having a radius of 2,864.79 feet, with a chord bearing and distance of North 23°20'07" West, 705.43 feet;

Thence along the centerline of Coit Road, an arc distance of 707.22 feet to a point in the centerline of Coit Road for corner;

Thence North 30°24'26" West along the centerline of Coit Road, a distance of 506.45 feet to a point in the centerline of Coit Road for corner;

Thence South 89°55'55" East passing the Northwest corner of Lot 2, Block 1 of Plano Medical Plaza, an addition to the City of Plano as recorded in Cabinet N, Page 538 of the Plat Records. Collin County, Texas, at 65 feet and continuing along said course a distance of 599.14 feet to a capped iron rod stamped "Eagle Surveying";

Thence along the south boundary line of Lot 1R, Block A, American Drive Office Park, Phase 1, an addition to the City of Plano as recorded in Cabinet J, Page 735 of the Plat Records, Collin County, Texas, the following three (2) calls to wit:

- 1) North 01°46'43" West, a distance of 2.84 feet to a 1/2" iron rod found for corner;
- 2) North 89°59'39" East, a distance of 19.41 feet to a 1/2" iron rod found for the southeast corner thereof;

Thence along the east boundary line of said Lot 1R, Block A, American Drive Office Park, Phase 1, the following nine (9) calls to wit:

- 1.) North 00°12'55" East, a distance of 234.22 feet to a 1/2" iron rod found for corner;
- 2.) South 88°57'29" West, a distance of 23.04 feet to an "X" cut found in concrete for corner;
- 3.) North 00°39'28" West, a distance of 178.73 feet to a 1/2" capped iron rod stamped "Eagle Surveying" set for corner;

- 4.) North 89°44'02" East, a distance of 10.18 feet to a 1/2" capped iron rod stamped "Eagle Surveying" set for corner at the beginning of a tangent curve to the left, having a radius of 7.50 feet, with a chord bearing and distance of North 66°37'58" East, 5.90 feet;
- 5.) Along said curve to the left, an arc distance of 6.07 feet to a 1/2" iron rod found for corner;
- 6.) North 43°42'50" East, a distance of 82.66 feet to a 1/2" iron rod found for corner at the beginning of a tangent curve to the right, having a radius of 11.47 feet, with a chord bearing and distance of North 65°48'24" East, 8.93 feet;
- 7.) Along said curve to the right, an arc distance of 9.17 feet to a 1/2" iron rod found for corner;
- 8.) South 89°40'50" East, a distance of 14.00 feet to a 1/2" iron rod found for corner;
- 9.) North 01°30'59" East, a distance of 25.28 feet to a 1/2" iron rod found for corner;

Thence South 89°55'41" West along the most easterly north boundary line of said Lot 1R, Block A, American Drive Office Park, Phase 1, a distance of 329.18 feet to an "X" cut found in concrete at the beginning of a tangent curve to the right, having a radius of 20.00 feet, with a chord bearing and distance of North 54°16'15" West, 23.23 feet;

Thence along said curve to the right, an arc distance of 24.78 feet to an "X" cut found in concrete;

Thence North 00°39'45" West along the most northerly east boundary line of said Lot 1R, Block A, American Drive Office Park, Phase 1, a distance of 338.62 feet to a point for corner in the centerline of American Drive (60' R.O.W.);

Thence North 89°51'53" East along the centerline of American Drive, a distance of 635.02 feet to a point for corner in the centerline of American Drive and Amelia Court (60' R.O.W.);

Thence South 00°33'43" East along the west right-of-way line of said Amelia Court, a distance of 234.87 feet to a point for corner in Amelia Court;

Thence North 90°00'00" East across Amelia Court cul-de-sac, a distance of 30.00 feet to a point for corner at the center point of the Amelia Court cul-de-sac;

Thence South 00°41'36" East along the west boundary line of said Lot 1, Block B, Parkbluff Addition, Phase II, a distance of 623.52 feet to the POINT OF BEGINNING, enclosing 57.55 acres of land, more or less.

Case 2017-037

Whereas, HSP OF TEXAS, INC., is the sole owner of all that certain parcel of land situated in the Martha McBride Survey, Abstract Number 553, Collin County, Texas, being all of the following plats; Plano Medical Plaza, an addition to the City of Plano, according to the plat thereof recorded in Cabinet N, Slide 538 of the Plat Records of Collin County, Texas, Plano Medical Plaza Two, an addition to the City of Plano, according to the plat recorded in Cabinet C, Page 75 of the Plat Records, Collin County, Texas, Dicker Center, Phase A, an addition to the City of Plano as recorded in Cabinet B, Page 240 of the Plat Records, Collin County, Texas, Medical Offices Addition, an addition to the City of Plano as recorded in Cabinet C, Page 687 of the Plat Records, Collin County, Texas Plano Medical Park Condominium, an addition to the City Plano as recorded in Volume 3, Page 504 of the Plat Records of Collin County, Texas, Lot 2, Block 1 of Plano Medical Plaza, an addition to the City of Plano as recorded in Cabinet N, Page 538 of the Plat Records. Collin County, Texas and being a part of West 15th Street, Farm to Market Road 3193 (known locally as Coit Road), American Drive, Amelia Court, Woodburn Corners and Medical Avenue and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "Eagle Surveying" set for the Southwest corner of Lot 1, Block B, Parkbluff Addition, Phase II, an addition to the City of Plano, according to the plat thereof recorded in Cabinet E, Slide 86 of the Plat Records of Collin County, Texas and being at in an inner ell corner of said Lot 1R, Block 1 of Plano Medical Plaza;

Thence North 89°43'4" East with the common line thereof part of the way and continuing along said course along the North line of Plano Medical Plaza Two a distance of 795.57 feet to a point in the center of Woodburn Corners Road (80' R.O.W.);

Thence South 00°59'29" East along the center of said Woodburn Corners Road and parallel to the East line of said Plano Medical Plaza Two a distance of 965.03 feet to the centerline of West 15th Street (120' R.O.W.);

Thence South 89°35'53" West along the centerline of West 15th Street a distance of 285.01 feet to a point in the centerline of the intersection of said West 15th Street and Medical Avenue;

Thence South 00°15'45" East with the centerline of said Medical Avenue and parallel to the East line of Dicker Center, Phase A, an addition to the City of Plano as recorded in Cabinet B, Page 240 of the Plat Records, Collin County, Texas, a distance of 655.01 feet to a point for corner;

Thence South 89°19'45" West with the South line of said Dicker Center, Phase A and the North line of The Villas of Mission Bend, an addition to the City of Plano as recorded in Cabinet M, Page 86 of the Plat Records, Collin County, Texas, a distance of 427.03 feet to a point for corner in the South line of Plano Medical Park Condominium, an addition to the City Plano as recorded in Volume 3, Page 504 of the Plat Records of Collin County, Texas and being the Northeast corner of Medical Offices Addition, an addition to the City of Plano as recorded in Cabinet C, Page 687 of the Plat Records, Collin County, Texas;

Thence South 00°31'24" East with the West line of said Villas of Mission Bend and the East line of said Medical Offices Addition a distance of 219.01 feet to a point for corner for the Southeast corner thereof;

Thence South 89°29'59" West with the South line of said Medical Offices Addition a distance of 458.02 feet to a point in the center of Farm to Market Road 3193 (known locally as Coit Road)

(130' R.O.W) and being at the beginning of a curve to the left having a radius of 1363.00 feet and a chord bearing and distance of North 03 degrees 12 minutes 56 seconds West, 267.42 feet; Thence along said centerline of said Coit Road and parallel with the West line of said Medical Offices Addition an arc length of 267.85 feet to a point in the centerline of said Coit Road;

Thence North 89°25'17" East a distance of 99.01 feet to an inner ell corner of said Medical Park Condominium;

Thence North 20°28'57" East with the West line thereof and the East line of Telecable of Plano West, an addition to the City of Plano as recorded in Cabinet E, Page 166 of the Plat Records, Collin County, Texas, a distance of 637.29 to a point in the centerline of said West 15th Street and being at the beginning of a curve to the left having a radius of 1196.20 feet and a chord bearing and distance of South 78 degrees 47 minutes 28 seconds West, 187.93 feet;

Thence along said curve and said centerline of said West 15th Street an arc length of 188.12 feet to a point for corner;

Thence South 74°43'54" West along the centerline of West 15th Street, a distance of 255.88 feet to a point for corner in the centerline of West 15th Street and the centerline of Coit Road (and being at the beginning of a non-tangent curve to the left having a radius of 2,864.79 feet, with a chord bearing and distance of North 23°20'07" West, 705.43 feet;

Thence along the centerline of Coit Road, an arc distance of 707.22 feet to a point in the centerline of Coit Road for corner;

Thence North 30°24'26" West along the centerline of Coit Road, a distance of 506.45 feet to a point in the centerline of Coit Road for corner;

Thence South 89°55'55" East passing the Northwest corner of Lot 2, Block 1 of Plano Medical Plaza, an addition to the City of Plano as recorded in Cabinet N, Page 538 of the Plat Records, Collin County, Texas, at 65 feet and continuing along said course a distance of 599.14 feet to a capped iron rod stamped "Eagle Surveying";

Thence North 89°49'29" East a distance of 413.56 feet to the POINT OF BEGINNING, enclosing 47.77 acres of land, more or less.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 3/26/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña x-7156

CAPTION

Public Hearing and adoption of Ordinance No. 2018-3-13 as requested in Zoning Case 2017-039 to amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to Certificates of Occupancy and Land Occupancy Permits; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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
ZC2017-039 Follow Up Memo	3/8/2018	P/Z Follow-up Memo
ZC2017-039 Write Up	3/8/2018	Staff Report
ZC2017-039 Ordinance	3/8/2018	Ordinance

DATE: March 6, 2018
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 5, 2018

**AGENDA ITEM NO. 3 - PUBLIC HEARING
ZONING CASE 2017-039**

Request to amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) and related sections of the Zoning Ordinance regarding Certificates of Occupancy and Land Occupancy Permits. Project #ZC2017-039. Tabled February 19, 2018.

APPROVED: 8-0 **DENIED:** **TABLED:**
Speaker Card(s) Received **Support:** 0 **Oppose:** 0 **Neutral:** 0

STIPULATIONS:

Recommended for approval as follows:

Amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy), such section to read as follows:

6.200 Certificates of Occupancy

.1 Certificate of Occupancy

It is unlawful for any person, firm, association, or corporation with ownership, care, custody, or control over a parcel of land, with or without a building, located within the municipal limits of the City of Plano to allow such building or parcel to be used, occupied, or modified in any manner that does not comply with a required, valid Certificate of Occupancy issued by the Chief Building Official, or designee of the City of Plano. The provisions of this section do not apply to single-family residence, two-family residence, farm, ranch, garden, or orchard uses.

- A.** Any Certificate of Occupancy is void, unless granted to a property with an approved site plan and approved final plat filed of record, with exceptions as specifically granted under the city's development regulations.
- B.** Any Certificate of Occupancy is void, unless the associated use and any additional development, site modifications, or redevelopment are in conformance with the approved site plan as determined by the Director of Planning, or designee.

C. After (CITY COUNCIL APPROVAL DATE), all Land Occupancy Permits previously issued are hereby renamed Certificates of Occupancy and treated as Certificates of Occupancy for all intents and purposes.

FOR CITY COUNCIL MEETING OF: March 26, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

EM/ks

xc: Selso Mata, Chief Building Official
Jeanna Scott, Plan Review Services Supervisor
Lori Schwarz, Director of Neighborhood Services
Scott Lussier, Property Standards Manager

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 5, 2018

Agenda Item No. 3

Public Hearing: Zoning Case 2017-039

DESCRIPTION:

Request to amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) and related sections of the Zoning Ordinance regarding Certificates of Occupancy and Land Occupancy Permits. Project #ZC2017-039. Tabled February 19, 2018.

REMARKS:

The Zoning Ordinance defines a certificate occupancy as “an official certificate issued by the city through the Building Official which indicates conformance with or approved conditional waiver from the zoning regulations and authorizes legal use on the premises for which it is issued.” A land occupancy permit is a similar permit where land is utilized for a specific purpose without a building. Subsection 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) of the Zoning Ordinance requires that any nonresidential building or parcel of land, except for agricultural purposes, within the city limits must have a certificate of occupancy or land occupancy permit prior to it being used or occupied.

The Zoning Ordinance also requires specific language to be written on each certificate of occupancy as follows:

“A Certificate of Occupancy shall state that the building, or proposed use of a building, complies with all the building and health laws and ordinances, and with the provisions of these regulations.”

The Prosecution Section of the City Attorney’s Office and the Property Standard’s Division of the Neighborhood Services Department have requested that this requirement be removed from the ordinance, due to inconsistency in use of this language on actual Certificates of Occupancy, causing compliance issues. Although the language is proposed to be removed, the city’s ordinances still require conformance with building codes, development regulations, and other standards. Removing this language will not diminish the effectiveness of the city’s regulations.

Additionally, staff is proposing to consolidate and simplify the language in this section of the ordinance to reflect current practices of Building Inspections staff, and aid with code compliance in practice by Neighborhood Services and Prosecution staff. A summary of the requested changes is noted below:

1. Deleting the option for vacant land to be issued a Land Occupancy Permit. Certificates of Occupancy are proposed to accommodate situations when a permanent use is desired on undeveloped land without a building. By consolidating land occupancy permitting under Certificates of Occupancy, we hope to streamline processes and make them more effective and consistent since all land use will fall under a single permit type.
2. Currently, Land Occupancy Permits require approval of a site plan prior to issuance of the permit, if required, by the Zoning Ordinance. This language is proposed to be carried forward to Certificates of Occupancy as the standard was implied, but not mandatory. Plat language is proposed to be added to this standard as an additional means of ensuring these documents are filed.
3. Including language that would connect the validity of a Certificate of Occupancy with the site's conformance with an approved site plan.
4. Proposing language that would effectively treat existing Land Occupancy Permits as Certificates of Occupancy. Existing land occupancy permits would be accommodated under this language.

EXISTING LANGUAGE:

6.200 Certificates of Occupancy

.1 Certificate of Occupancy

No building hereafter erected, converted, or structurally altered shall be used or occupied and no building may be changed in use, unless or until a Certificate of Occupancy has been issued by the Building Official stating that the building complies with this ordinance and other building laws of the City of Plano. The provisions of this section shall not apply to single family detached or duplex dwellings. A Certificate of Occupancy shall state that the building, or proposed use of a building, complies with all the building and health laws and ordinances and with the provisions of these regulations.

.2 Land Occupancy

Where property is proposed for a use without a building, it may not be occupied, used, or changed in use until a Land Occupancy Permit has been issued by the Building Official stating that the proposed use and occupancy of land complies with the provisions of this ordinance and other laws of the City of Plano. The provisions of this section shall apply to nonresidential properties, excluding agricultural (and shall not apply to parcels of land on which there is a building that houses the primary use).

- A.** No Land Occupancy Permit shall be issued until a site plan has been approved for the intended use. The permit shall state that the use of the land complies with all the health laws and ordinances, and with the provisions of these regulations. Land Occupancy Permits are recorded in the Office of the Building Official. All nonconforming properties shall obtain a Land Occupancy Permit within 18 months of the effective date of this ordinance.
- B.** No Land Occupancy Permit shall be issued until a site plan has been approved for the intended use. The permit shall state that the use of the land complies with all the health laws and ordinances, and with the provisions of these regulations. Land Occupancy Permits are recorded in the Office of the Building Official. All nonconforming properties shall obtain a Land Occupancy Permit within 18 months of the effective date of this ordinance.

RECOMMENDATION:

Recommended for approval as follows:

Amend Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy), such section to read as follows:

6.200 Certificates of Occupancy

.1 Certificate of Occupancy

It is unlawful for any person, firm, association, or corporation with ownership, care, custody, or control over a parcel of land, with or without a building, located within the municipal limits of the City of Plano to allow such building or parcel to be used, occupied, or modified in any manner that does not comply with a required, valid Certificate of Occupancy issued by the Chief Building Official, or designee of the City of Plano. The provisions of this section do not apply to single-family residence, two-family residence, farm, ranch, garden, or orchard uses.

- A.** Any Certificate of Occupancy is void, unless granted to a property with an approved site plan and approved final plat filed of record, with exceptions as specifically granted under the city's development regulations.
- B.** Any Certificate of Occupancy is void, unless the associated use and any additional development, site modifications, or redevelopment are in conformance with the approved site plan as determined by the Director of Planning or designee.
- C.** After (CITY COUNCIL APPROVAL DATE), all Land Occupancy Permits previously issued are hereby renamed Certificates of Occupancy and treated as Certificates of Occupancy for all intents and purposes.

Zoning Case 2017-039

An Ordinance of the City of Plano, Texas, amending Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to Certificates of Occupancy and Land Occupancy Permits; 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 26th day of March 2018, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 26th day of March 2018; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Section 6.200 (Certificates of Occupancy) of Article 6 (Specific Use Permits and Certificates of Occupancy) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, pertaining to Certificates of Occupancy and Land Occupancy Permits, such section to read in its entirety as follows:

6.200 Certificates of Occupancy

.1 Certificate of Occupancy

It is unlawful for any person, firm, association, or corporation with ownership, care, custody, or control over a parcel of land, with or without a building, located

within the municipal limits of the City of Plano to allow such building or parcel to be used, occupied, or modified in any manner that does not comply with a required, valid Certificate of Occupancy issued by the Chief Building Official, or designee of the City of Plano. The provisions of this section do not apply to single-family residence, two-family residence, farm, ranch, garden, or orchard uses.

- A. Any Certificate of Occupancy is void, unless granted to a property with an approved site plan and approved final plat filed of record, with exceptions as specifically granted under the city's development regulations.
- B. Any Certificate of Occupancy is void, unless the associated use and any additional development, site modifications, or redevelopment are in conformance with the approved site plan as determined by the Director of Planning, or designee.
- C. After March 26, 2018, all Land Occupancy Permits previously issued are hereby renamed Certificates of Occupancy and treated as Certificates of Occupancy for all intents and purposes.

Section II. 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 III. 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 IV. 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 V. 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 VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 26TH DAY OF MARCH 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY