

CITY COUNCIL

1520 AVENUE K



DATE: 5/26/2015
CALL TO ORDER: 7:00 p.m.
INVOCATION: Dr. Joseph Parker
First Presbyterian Church of Plano
PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: May is Motorcycle Safety Awareness Month and everyone is encouraged to share the road and be alert.</p> <p>Special Recognition: The Plano West High School basketball team is being recognized for their 1st state title.</p> <p>Presentation: The Plano Library Bookmark winners are being recognized tonight.</p> <p>Proclamation: 2015 is the Year of the Library in honor of the 50th anniversary of the Plano Library system.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>North Texas Municipal Water District Board</u></p> <p>James R. Hogan</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) May 11, 2015 May 20, 2015</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2015-152-B for Ridgeview Pump Station Roof and Wall Sealant Replacement to Castro Roofing of Texas, LLC in the amount of \$182,515; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2015-197-C for a one (1) year contract with three (3) City optional renewals for Professional Food Service Personnel for the Plano Centre to SMB Services, LLC in the estimated annual amount of \$141,833; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) RFQ No. 2015-51-C for a five (5) year contract with five (5) one-year City optional renewals for Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the total estimated amount of \$991,800 for the initial five (5) year term and an estimated annual amount of \$207,000 for each optional renewal year; and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from an Existing Contract</p> <p>(e) To approve the purchase of carpet replacement for the Harrington Library in the amount of \$113,000 from Gomez Floor Covering, Inc., dba GFC Contracting through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard 476-15)</p> <p>(f) To approve the purchase of two (2) Crane Carrier Refuse Truck Chassis in the amount of \$364,402 from Bond Equipment Company, Inc. and two (2) Rear Loader Bodies in the amount of \$178,024 from Heil of Texas for a total amount of \$542,426 for Fleet Services to be utilized by the Environmental Waste Services Division through existing TASB/BuyBoard contracts; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 425-13 and 430-13)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	To approve the purchase of fitness equipment for the Liberty, Oak Point, Tom Muehlenbeck, and Senior Recreation Centers from Comm Fit in the amount of \$63,799 and Marathon Fitness in the amount of \$155,780 through an existing contract/agreement with BuyBoard; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12)	
(h)	To approve the purchase of a Landscape Maintenance Provider for the Parks and Recreation Department from ValleyCrest Landscape Maintenance, Inc., in the total estimated amount of \$450,000 for the initial three (3) year term and an estimated annual amount of \$150,000 for two (2) one-year optional renewals through an existing contract with Plano Independent School District; and authorizing the City Manager to execute all necessary documents. (PISD Contract #2015-002)	
	Approval of Contract Modification	
(i)	To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the City of Desoto, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.	
	Approval of Expenditure	
(j)	To approve an expenditure for the purchase of a three (3) year annual technical service support agreement for eleven (11) Lifepak 12 devices, eleven (11) Lifepak 15 devices, seven (7) Lifepak 1000 devices, and sixteen (16) Lucas Cardiac Compression devices from Physio Control in the amount of \$168,777 and authorizing the City Manager to execute all necessary documents.	
	<u>Adoption of Resolutions</u>	
(k)	To approve the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.	
(l)	To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager to execute all necessary documents; and providing an effective date.	
(m)	To approve the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date.	
(n)	To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	To approve the Investment Portfolio Summary for the quarter ending March 31, 2015 and providing an effective date.	
	<p><u>Adoption of Ordinances</u></p>	
(p)	To amend Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(q)	To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102(f), prohibiting parking along certain sections of Decator Drive and Longfellow Drive in the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(r)	To approve a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the company and the ACSC's legal counsel.	
(s)	To amend Section 12-114 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas thereby providing that City service or emergency trailers, semi-trailers, pole trailers and special mobile equipment may park or stand in single-family, two-family and multi-family dwelling districts; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Ordinance to renew the designation of a certain area within the City of Plano, Texas, known as Reinvestment Zone No. 120 for tax abatement consisting of a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>	
(2)	<p>Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.</p>	
(3)	<p>Public Hearing and consideration of a Resolution to approve the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager to execute all necessary documents; and providing an effective date.</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/26/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: May is Motorcycle Safety Awareness Month and everyone is encouraged to share the road and be alert.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: The Plano West High School basketball team is being recognized for their 1 st state title.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COUNCIL AGENDA ITEM**

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Council Meeting Date:		05/26/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: The Plano Library Bookmark winners are being recognized tonight.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COUNCIL AGENDA ITEM**

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Department Head		Bruce Glasscock		
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CAPTION				
Proclamation: 2015 is the Year of the Library in honor of the 50 th anniversary of the Plano Library system.				
FINANCIAL SUMMARY				
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FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
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This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 11, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
Jim Duggan
Patrick Gallagher
David Downs

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem
André Davidson

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:01 p.m., Monday, May 11, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss Real Estate, Section 551.072; and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion-

a) Personnel

North Texas Municipal Water District Board – Consideration of Plano's two Board Member positions; Appointment of one member to fill position resulting from expired term and removal and replacement of second member

Personnel – Appointments (Cont'd.)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 6–0 to appoint Phil Dyer as a member for the term expiring May 31, 2017.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Gallagher, the Council voted 5–1, with Council Member Miner voting in opposition, to replace Shep Stahel with James “Rod” Hogan as a member for a term expiring May 31, 2016.

Discussion and Direction regarding the Collinwood House

M’Lou Hyttinen, Executive Director of the Heritage Farmstead Museum, thanked the Council for the opportunity and stated the legacy families would be making the presentation. She introduced Mary Ann Wells. Ms. Wells spoke to her mother’s documenting of Plano’s history and stated the Collinwood house was the last site of Anglo settlement. She provided information of some of the features of the home and added moving the home would destroy its historical significance. Ms. Wells reported to date over \$500,000 has been raised to support the project and that the group needed additional time to raise additional funds. She encouraged the City to partner with the group and preserve the property.

Craig Melde with Architexas, a Historical Preservation consultant, outlined a preservation plan for the property, stating using photographs of the Carpenter house for reference, the property could be restored to its original design. Mr. Melde provided an alternative location for the pavilion to accommodate leaving the house in its current location. Ginger Harrington-Ellis spoke to the history of Plano and the property stating her great-great grandfather built the Collinwood house and requested the Council to respect the past and preserve the property as a part of history.

Jamie Schell spoke to the value of the property and that the legacy families made Plano what it is today. He stated the property was built in 1861, predating the incorporation of the City of Plano. Mr. Schell added the property needs a lot of TLC but is worthy of preservation. He advised the group has a business plan but did not provide details. Mr. Schell stated the Mesa Plan from 2012, indicates the home should remain on the property. He encouraged Council to be a hero for Plano and allow the group more time.

The Council discussed their concerns about the property. Council Member Miner is concerned about the cost to the City and would like to see it moved but not dismantled. Council Member Gallagher stated he thought the cost would be greater than the original million dollar estimate. Deputy Mayor Pro Tem Harris expressed general discomfort with the project but cited security and financial obligation as concerns and supports moving forward with the park project. Council Member Downs stated the project should not be a financial burden for the City and questioned the cost of providing more time for the group to raise funds. Council Member Duggan advised he does not want to tear down history but questioned, is the structure in its current remodeled condition, just partially historic. Mayor LaRosiliere spoke to the value and the respect the City has for history and the financial component being of concern. He questioned if in three to five years the group would be back asking for additional financial support.

Mayor LaRosiliere asked Director of Parks and Recreation Fortenberry if there was additional information regarding a plan beyond the preservation of the house. Ms. Fortenberry stated the proposal spoke to the use of the barns on the property for event venues and that the use would not be permitted due to the barns location in the flood plain and proximity to residential properties. She discussed the additional 3½ years of time required if the park plan were to be restarted to include the house and that timeframe would include master planning, the RFP process and the construction. Ms. Fortenberry stated the original thought was to memorialize the house by having the pavilion on the site with historical information about the property.

City Manager Glasscock stated it is an extremely difficult situation but it is the Council's decision to keep the house in the park or move on with the current park plan and that providing the group with more time is essentially keeping the house in the park. He advised the project would not be eligible for Hotel/Motel tax funds and would be funded by the general fund unless the Council determines otherwise. Mr. Glasscock added if the Council decides to keep the house in place, it will be treated like any other City of Excellence project by Staff. In response to Council Member Downs, Mr. Schell stated the value of the property would be lost if it was moved, but an individual has property where the house can be stored if moved by the City. The Council expressed a desire to move forward with the park plan as is, with a vote of 4 – 2, with Council Members Miner and Downs in opposition.

Discussion and Direction re Great Update Rebate & Neighborhood Grant Program

This item was presented during the regular council meeting.

Consent and Regular Agendas

This item was presented during the regular council meeting.

Council Items for Future Discussion

This item was presented during the regular council meeting.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor LaRosiliere adjourned the meeting at 6:55 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
May 11, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
Jim Duggan
Patrick Gallagher
David Downs

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem
André Davidson

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, May 11, 2015, at 7:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Associate Pastor Julian McMillian of Grace Outreach Center led the invocation and Reagan Sujack and Devin Davis led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere presented proclamations for Kids to Park Day, Bike to Work Week, National Historic Preservation Month and administered the Oath of Office to Brian Bascom, member of the Parks and Recreation Planning Board.

Discussion and Direction re Great Update Rebate & Neighborhood Grant Program

Director of Neighborhood Services Schwarz provided a brief overview of the program. She spoke to the 106 projects with a rebate total of \$463,187 and an overall impact of \$2.6 million of improvements. Ms. Schwarz reported improvement types included bathroom and kitchen remodels, foundation repair, window replacement, HVAC, landscaping, and fence repair and provided photographs of completed improvement projects.

Ms. Schwarz outlined the details of the Neighborhood Vitality and Beautification Grant Program. She spoke to the program purpose of encouraging community engagement and neighborhood enhancement. Ms. Schwarz provided details of the program including who is eligible to apply, the February and July grant cycles, and two grant options, small scale and large scale. She stated the applicants would need to provide matching funds or in-kind donations and discussed the projected selection criteria and program timeline. Ms. Schwarz provided examples of eligible and ineligible projects. The Council stated concurrence to proceed with the program.

Consent and Regular Agendas

No items were discussed.

Council Items for Future Discussion

No items were discussed.

COMMENTS OF PUBLIC INTEREST

Shep Stahel addressed the Council regarding the North Texas Municipal Water District, the budget and the cost of water.

CONSENT AGENDA

Upon a motion made by Council Member Duggan and seconded by Council Member Gallagher, the Council voted 6-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes

April 27, 2015
(Consent Agenda Item "A")

Approval of Expenditures

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

Bid No. 2015-218-B for the Park Vista Box Culverts project to McMahon Contracting, L.P. in the amount of \$386,171; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2015-215-B for the Coit Road at 15th Street and Custer Road at Plano Parkway project to Jim Bowman Construction Co., L.P. in the amount of \$1,139,499; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Bid No. 2015-220-B for the purchase of five (5) Chevrolet Cruze compact sedans for Fleet Services to be utilized by the Police Department from Caldwell Country Automotive in the amount of \$86,675; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Bid No. 2015-54-C-R for a one (1) year contract for Screened Black Clay Topsoil for Athletic Field Leveling for Parks and Recreation to Parnosa Acquisition Company, LLC, dba Aggregates Now in the estimated amount of \$52,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2015-223-B for Three Cities Trail Connection, Project No. 6246.1 to Drive Construction GC, LLC in the amount of \$832,624; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Purchase from an Existing Contract

To approve the purchase of five (5) Harley Davidson Police Motorcycles for Fleet Services to be utilized by the Police Department in the amount of \$160,782 from Maverick Harley Davidson through an existing contract/agreement with the City of Frisco; and authorizing the City Manager to execute all necessary documents. (City of Frisco Bid No. 1510- 003) (Consent Agenda Item “G”)

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

To approve a contract made and entered into by and between the City of Plano and Lannie Noble, the Elections Administrator of Denton County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 9, 2015 General Election in the amount of \$7,312. (Consent Agenda Item “H”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 4 for the purchase of Professional Engineering Services for additional design of Water & Wastewater SCADA in the amount of \$110,400 from Birkhoff, Hendricks & Carter, LLP; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve and authorize Contract Modification No. 2 for the lease of additional multi-function devices in the estimated additional annual amount of \$144,536 from NovaCopy, Inc. for all City departments. This lease will be coterminous with the previously leased equipment. This modification will provide for the consolidation of over 360 printers, scanners and faxes into 184 multi-function devices. (2014-111-C) (Consent Agenda Item “J”)

Adoption of Ordinances

Ordinance No. 2015-5-1: To authorize the issuance of “City of Plano, Texas Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015”; 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. (Consent Agenda Item “K”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2015-5-2 as requested in Zoning Case 2015-06 to repeal in its entirety Ordinance No. 2006-4-24, thereby rescinding the Comprehensive Zoning Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Comprehensive Zoning Ordinance in order to amend various sections of the Comprehensive Zoning Ordinance, related to general organization and to make minor modifications to various zoning regulations of the Zoning Ordinance; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Item “1”)

Director of Planning Day reported the proposed ordinance will update and reorganize the current ordinance, improve the definitions, location of graphics, and the general formatting. She stated the objective of the improvements is to make the documents more user-friendly and transparent. Ms. Day stated Staff and the Planning and Zoning Commission recommend approval as submitted. Council Member Downs stated his appreciation for the updated ordinance.

Mayor LaRosiliere opened the public hearing. Dale Green and Dick Hittle spoke in opposition requesting the ordinance be tabled until after the Plano Tomorrow Plan is adopted. Mayor LaRosiliere closed the public hearing. Ms. Day clarified the Plano Tomorrow Plan does not impact this ordinance.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 6-0, to repeal in its entirety Ordinance No. 2006-4-24, thereby rescinding the Comprehensive Zoning Ordinance in its current form, together with all amendments thereto; and adopting an updated version of the Comprehensive Zoning Ordinance in order to amend various sections of the Comprehensive Zoning Ordinance, related to general organization and to make minor modifications to various zoning regulations of the Zoning Ordinance; as requested in Zoning Case 2015-06; and further to adopt Ordinance No. 2015-5-2.

Public Hearing and adoption of Ordinance No. 2015-5-3 as requested in Zoning Case 2015-15 to amend Section 4.300 (Planning & Zoning Commission Public Hearing) and Section 4.500 (City Council Public Hearing) of Article 4 (Amendments, also known as Article 6 (Procedures and Administration) within Ordinance No. 2006-4-24) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to public notice requirements for zoning petitions; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Item “2”)

Director of Planning Day spoke to the amendments pertaining to noticing for zoning cases. She stated the Staff reviewed other cities noticing requirements and recommend revisions to include applicant responsibility to post the sign and provide affidavits of posting, continue with the 20 day hearing notice to property owners within 200 feet and a courtesy notice to all property owners over 200 feet but within 500 feet. Ms. Day reported Staff is working on additional information available to citizens via the website and a newsletter to homeowner's associations. She advised Staff and the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Public Hearing and adoption of Ordinance No. 2015-5-3 (Cont'd.)

4.300 Planning & Zoning Commission Public Hearing

.1 Upon receipt of a complete written petition for zoning or for a change or an amendment to an existing provision of this Zoning Ordinance, the Planning Department staff will set a date for a public hearing before the Planning & Zoning Commission. In no case shall the public hearing be held within 36 days after the date of filing the written petition.

.2 Prior to the issuance of the notice of the public hearing, the petitioner may, by written notice, withdraw the petition or request rescheduling of the public hearing to a later regular meeting of the Planning & Zoning Commission. Once public notice is given, the petitioner may withdraw the petition or reschedule the public hearing only with the approval of the Planning & Zoning Commission. The Planning & Zoning Commission may reject a request to withdraw a zoning petition, reschedule the public hearing, or conduct the public hearing as notified and take action as appropriate within the context of the public notice provided.

.3 Prior to the issuance of the notice of the public hearing, the petitioner must post zoning sign(s) in compliance with the requirements specified on the city's zoning petition form, and a signed and notarized affidavit certifying that the required sign(s) is(are) posted on the subject property must be submitted to the Planning Department staff.

.34 Notice of a public hearing shall meet or exceed the requirements of the general laws of the State of Texas. Before the 20th day before the hearing date, written notice of each public hearing before the Planning & Zoning Commission on a proposed change in a zoning classification shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property on which the change in classification is proposed. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail. If the property within 200 feet of the property on which the change is proposed is located in territory annexed to the municipality and is not included on the most recently approved municipal tax roll, the notice shall be given before the 20th day before the date of the hearing, and notice of the time and place of the hearing must be published in an official newspaper or newspaper of general circulation in the municipality. When any amendment relates to a change of a zoning regulation or to the general text of this ordinance, notice of the public hearing of the Planning & Zoning Commission shall be given by publication in a newspaper of general circulation in the city of Plano without the necessity of notifying property owners by mail. The notice shall state the time and place of the hearing and the nature of the subject to be considered, which time shall not be earlier than 20 days from the date of publication.

.5 Properties located within 500 feet of a proposed change in a zoning classification, which do not receive a notice as required by Sec. 4.300.4, a written courtesy notice will be sent to each owner of real property, as indicated by the most recently approved municipal tax roll, before the 20th day before the hearing. A courtesy notice shall also be sent to properties located within 500 feet of the property on which the change is proposed, which do not receive a notice as required by Sec. 4.300.4 where located in territory annexed to the municipality and not included on the most recently approved municipal tax roll. The courtesy notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail.

Public Hearing and adoption of Ordinance No. 2015-5-3 (Cont'd.)

.6 The Planning & Zoning Commission shall hold a public hearing on any petition for any amendment or change prior to making its recommendation and report to the City Council. The Planning & Zoning Commission may establish such regulations and restrictions regarding the presentation of a zoning case at the public hearing as they may deem necessary.

4.500 City Council Public Hearing

.1 After a public hearing before the Planning & Zoning Commission, the City Secretary and the City Council shall be notified of any action taken by the Planning & Zoning Commission on the petition, and if the petition is approved, including denials in part, by the Planning & Zoning Commission, the City Secretary shall automatically schedule a public hearing regarding the petition to be held before the City Council, giving notice as required by the general laws of the State of Texas. However, if the petition is denied by the Planning & Zoning Commission, the petitioner may, upon his own motion within 30 days, file with the Planning Department staff a written request that a public hearing be scheduled and held before the City Council regarding the petition. Upon receipt of the written request, a public hearing on the petition shall be scheduled to be held before the City Council, giving notice as required by the general laws of the State of Texas.

.2 Upon the filing of a written request for the scheduling of a public hearing regarding a petition which has been denied in total by the Planning & Zoning Commission, the action of the Commission with regard to the question of prejudice shall be totally vacated, and the City Council shall determine the question as provided in Sec. 4.600.1

.3 A public hearing shall be held by the City Council before adopting any proposed amendment, supplement, or change. Notice of such hearing shall be given by publication in a newspaper of general circulation in the city of Plano stating the time and place of such hearing, which time shall not be earlier than 15 days from the date of publication.

.4 A signed and notarized affidavit certifying that the required zoning sign(s) is(are) being maintained on the subject property in compliance with the requirements specified on the city's zoning petition form must be submitted to the Planning Department staff no later than the 14th day before the date of the City Council hearing.

.45 Prior to the opening of the public hearing, the petition may request withdrawal of the petition or tabling of the request to a specified future City Council meeting. City Council may approve the request or open the public hearing and following its closing take appropriate action within the context of the public notice provided.

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

Public Hearing and adoption of Ordinance No. 2015-5-3 (Cont'd.)

Upon a motion made by Council Member Duggan and seconded by Council Member Gallagher, the Council voted 6-0, , to amend Section 4.300 (Planning & Zoning Commission Public Hearing) and Section 4.500 (City Council Public Hearing) of Article 4 (Amendments, also known as Article 6 (Procedures and Administration) within Ordinance No. 2006-4-24) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to public notice requirements for zoning petitions; as requested in Zoning Case 2015-15; and further to adopt Ordinance No. 2015-5-3.

Mayor LaRosiliere thanked the outgoing Council Members for their service and spoke to the City's AAA bond rating. Mayor LaRosiliere adjourned the meeting at 8:03 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
MAY 20, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
Jim Duggan (arrived at 5:02 p.m.)
Patrick Gallagher
David Downs

COUNCIL MEMBERS ABSENT

André Davidson

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Special Called Session on Wednesday, May 20, 2015, at 5:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Resolution No. 2015-5-4(R): To canvass the election returns of the General Election of May 9, 2015, for the election of four members of Council [Places 1, 3, 5, and 7] for a term of four years; declaring the results; and resolving other matters on the subject. (Agenda Item "I")

City Secretary Henderson read the number of votes received by each candidate.

Upon completion of the canvass, Mayor Pro Tem Smith stated that the election returns of the General Election had been canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 9,301 City ballots cast and further made a motion to adopt a resolution to approve the canvass of General Election returns of May 9, 2015, and declare that Angela Miner was elected to Place One, Rick Grady was elected to Place Three, Ron Kelley was elected to Place Five, and Tom Harrison was elected to Place Seven, to serve for a period of four years; and further to adopt Resolution No. 2015-5-4(R). Deputy Mayor Pro Tem Harris seconded the motion and the Council voted 7-0. The motion carried.

Remarks from Outgoing Council Members (Agenda Item “II”)

Council Member Miner stated it was a privilege and honor to serve the community. He thanked the citizens, city employees, and his family. Mr. Miner added it has been a wonderful and humbling experience to serve.

Council Member Duggan was grateful for the opportunity to serve citizens. He commended the city staff, thanked his family and wished the incoming Council Members success.

Council Member Gallagher thanked his wife, the citizens for the opportunity to serve, city employees for their hard work, and the council members he served with. Mr. Gallagher congratulated the incoming council members.

Mayor LaRosiliere thanked the outgoing members for their service.

Oaths of Office for newly-elected Council Members (Agenda Item “III”)

City Secretary Henderson administered oaths of office to elected Council Members Miner, Grady, Kelley and Harrison and Mayor LaRosiliere presented them with their Certificates of Election after which time they assumed their seats at the dais.

Nothing further was discussed. Mayor LaRosiliere adjourned the Special Called Session at 5:19 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2015-152-B for Ridgeview Pump Station Roof and Wall Sealant Replacement to Castro Roofing of Texas, LLC in the amount of \$182,515, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	290,000	0
Encumbered/Expended Amount		0	-76,924	0
This Item		0	-182,515	0
BALANCE		0	30,561	0
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available in the 2014-15 Capital Reserve CIP for this item. The roof and wall sealant replacement project at Ridgeview Pump Station, in the amount of \$182,515, will leave a current year balance of \$30,561 available for future expenditures at Ridgeview Pump Station or other City of Plano facilities.</p> <p>STRATEGIC PLAN GOAL: Replacing building components that have deteriorated to protect facilities from inclement weather damage relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: April 23, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Ridgeview Pump Station – Roof and Wall Sealant Replacement – Bid #2015-152-B

I have reviewed the bids to replace the roof and wall sealants at Ridgeview Pump Station. I recommend award to Castro Roofing of Texas, LLC who provided the lowest, responsive, responsible bid of \$182,515. There were additional bids reviewed from Roof Management Services, Inc., for \$204,849, J Reynolds & Co., Inc., for \$222,420, Chamberlin Dallas, LLC, for \$223,350, Mountain Top Enterprises, LLC DBA Saratoga Roofing & Construction, for \$251,254, and from Supreme Systems, Inc., for \$269,350.

The existing roof and wall sealants have deteriorated such that replacement is required to protect the equipment in the building from water damage during inclement weather conditions.

The funding for the project is in Capital Reserve Account #54459.

Please contact me if you have any questions.

rm/liw

cc: Jim Razinha
Todd Luxem
Matt Yager
Robbie Carpenter
Paul Kunze

CITY OF PLANO

BID NO. 2015-152-B RIDGEVIEW PUMP STATION ROOF AND WALL SEALANT REPLACEMENT BID RECAP

Bid Opening Date/Time: March 31, 2015 @ 2:00 PM

Number of Vendors Notified: 1567

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 6

Castro Roofing of Texas, LLC	\$182,515
Roof Management Services, Inc.	\$204,849
J Reynolds & Co., Inc.	\$222,420
Chamberlin Dallas, LLC	\$223,350
Mountain Top Enterprises, LLC DBA Saratoga Roofing & Construction	\$251,254
Supreme Systems, Inc.	\$269,350

Recommended Vendor:

Castro Roofing of Texas, LLC \$182,515

Michael Parrish

April 8, 2015

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		May 26, 2015			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Teresa Shelstad ext: 7539					
CAPTION					
Bid No. 2015-197-C for a one (1) year contract with three (3) City optional renewals for Professional Food Service Personnel for the Plano Centre to SMB Services, LLC in the estimated annual amount of \$141,833, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15; 2015-16; 2016-17; 2017-18; 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	189,833	531,872	721,705
Encumbered/Expended Amount		0	-66,458	0	-66,458
This Item		0	-35,458	-531,872	-567,330
BALANCE		0	87,917	0	87,917
FUND(S): CONVENTION AND TOURISM FUND					
<p>COMMENTS: This item approves price quotes for annual professional food services personnel. The estimated FY 2014-15 expenditure for professional food services personnel to be purchased from this contract is \$35,458. Future expenditures will be made by Plano Centre within the annual approved budget appropriations, at an estimated annual expenditure of \$141,833 for fiscal years 2015-16, \$141,833 for 2016-17, \$141,833 for 2017-18 and \$106,373 for 2018-19.</p> <p>STRATEGIC PLAN GOAL: Contracts for annual professional food services personnel relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
See attached recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
Bid recap					

Date: April 24, 2015
To: Teresa Shelstad, Buyer
From: Mark Jarrell, Plano Centre Manager 
Subject: Award Recommendation – 2015-197-C Professional Food Service Personnel

Recommendation

Plano Centre recommends awarding the 2015-197-C Professional Food Service Personnel contract to SMB Services, LLC. SMB Services, LLC is the lowest responsive, responsible bidder. We believe they are capable of fully meeting the requirements of the contract as specified in the bid documentation.

Contract Expenditure

The contract term is a maximum of four years, one year with three annual renewals at the City's discretion. The total award of this contract is estimated at \$567,330 anticipating exercising all contract option years for a full four-year term. FY 14-15 is estimated at \$35,458 (which anticipates the contract beginning July 1, 2015), FY 15-16 will be the first full year of the contract and is estimated at \$141,832.50. FY 16-17 and FY 17-18 are also estimated at \$141,832.50 and FY18-19 (based on nine remaining months) is estimated at \$106,374.

Action Requested

The total amount related to the funding of this contract is within the estimated expenditure. Please review all documents and begin the necessary steps for the award of this contract.

Justification

Contract Purpose: To provide professional food service personnel, (waiters, bartenders, stewards, and concession workers) to service functions catered by Plano Centre.

Non-approval Implication: Should approval be denied, it would not be possible for Plano Centre to service large catered events and there would be a loss of food and ancillary services revenues.

CITY OF PLANO

BID NO. 2015-197-C
Professional Food Service Personnel
BID RECAP

Bid opening Date/Time: April 10, 2015 @ 3:00PM

Number of Vendors Notified: 3393

Bids Evaluated Non-Responsive to Specification: 0

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 2

SMB Services, LLC \$ 141,832.50

Abba Staffing \$ 142,302.00

Recommended Vendor:

SMB Services, LLC \$ 141,832.50

Teresa Shelstad

Teresa Shelstad
Buyer

April 30, 2015

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/2015			
Department:		Fire			
Department Head		Martin Wade Interim Chief			
Agenda Coordinator (include phone #): Teresa Shelstad Ext 7539					
CAPTION					
RFQ No. 2015-51-C for a five (5) year contract with five (5) one-year City optional renewals for Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the total estimated amount of \$991,800 for the initial five (5) year term and an estimated annual amount of \$207,000 for each optional renewal year, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15-thru 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	84,000	1,960,680	2,044,680	
Encumbered/Expended Amount	0	-56,000	0	-56,000	
This Item	0	-66,120	-1,960,680	-2,026,800	
BALANCE	0	-38,120	0	-38,120	
FUND(S): GENERAL					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Fire Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent for the remainder of FY 2014-15 is \$66,120. So far, \$56,000 has already been spent. The estimated future amount is \$1,960,680, which will be made within approved budget appropriations, broken out as follows: \$198,360 annually FY 2015-16 - FY 2018-19, \$201,240 in FY 2019-20, \$207,000 annually FY 2020-21 - FY 2023-24, and \$138,000 in FY 2024-25.</p> <p>STRATEGIC PLAN GOAL: This contract for EMS Medical Control relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>					
SUMMARY OF ITEM					
See attached recommendation memo					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo, RFQ Recap					



Memorandum

Date: April 13, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Marty Wade, Fire Chief
Subject: EMS Medical Advisory Services Contract Recommendation - #2015-51-C

This memorandum is intended to outline the evaluation process and provide a recommendation for awarding the City of Plano contract for EMS Medical Advisory Services.

The contract renewal process for EMS Medical Advisory Services began in October 2014. To initiate the process, the Fire Department (Department) developed a set of criteria to be used as a basis for the RFQ response and evaluation.

Next, the Department established a committee to assist in the evaluation and selection process. The Committee was comprised of internal Department members, along with representatives from Purchasing. The Committee evaluated the RFQ responses in accordance with the established criteria, by evaluating the responses, and researching information regarding references submitted by each respondent. The Committee was established as a voting committee.

The RFQ, 2015-51-C EMS Medical Advisory Services, was released on November 2014. Consequently, the following two agencies responded to the RFQ: Texas Health Presbyterian Hospital of Plano and The Medical Center of Plano. Utilizing the established criteria, the Evaluation Team completed its review of the responses received from the above agencies. Of the two respondents who participated in the RFQ process, the Evaluation Team selected The Medical Center of Plano as the most qualified.

Subsequent to this selection, the Department has since entered into and successfully completed negotiations with The Medical Center of Plano to provide EMS Medical Advisory Services. The Department recommends that the contract for EMS Medical Advisory Services be awarded to The Medical Center of Plano, pending Plano City Council approval. The contract will be for a five (5) year initial term for an estimated five year cost of \$991,800. The City has an option of five (5) one-year renewals. Renewal terms if exercised, include an escalation and will be at an estimated annual amount of \$207,000 for a total estimated contract expenditure of \$2,026,800 if all renewal options are exercised.

Please do not hesitate to contact me if you have any questions.

A handwritten signature in cursive script that reads "Marty Wade".

CITY OF PLANO
RFQ NO. 2015-51-C
RFQ for Medical Advisory Services

RFQ RECAP

RFQ opening Date/Time: January 5, 2015 @ 2:00 PM

Number of Vendors Notified: 2696

Vendors Submitting "No Bids": 0

Qualification Statements Evaluated Non-Responsive to Specifications: 0

Number of Qualification Statements Submitted: 2

Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano

Texas Health Presbyterian Hospital of Plano

Recommended Vendor(s):

Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano

Teresa Shelstad

Teresa Shelstad

May 7, 2015

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/26/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
To approve the purchase of carpet replacement for the Harrington Library in the amount of \$113,000 from Gomez Floor Covering, Inc., dba GFC Contracting through an existing contract and authorizing the City Manager to execute all necessary documents. (BuyBoard 476-15)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		26,511	398,189	0
Encumbered/Expended Amount		-26,511	-125,841	0
This Item		0	-113,000	0
BALANCE		0	159,348	0
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding for this item is available in the 2014-15 Capital Reserve CIP. Replacing the carpet in Harrington Library, in the amount of \$113,000, will leave a current year balance of \$159,348 available for further maintenance and repairs at Harrington Library.</p> <p>STRATEGIC PLAN GOAL: Replacing flooring that has reached the end of its useful life relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per recommendation memo.				
<p>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 Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 476-15, City of Plano Contract No. 2015-255-O)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				



Memorandum

Date: May 8, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Harrington Library – Carpet Replacement – Bid #2015-255-O

I have reviewed the bids submitted for the carpet replacement at Harrington Library. I recommend award to the apparent, lowest, responsive, responsible bid provided by Gomez Floor Covering Inc., dba GFC Contracting, for \$113,000. An additional bid was received from Spectra Contract Flooring, for \$128,800.

The carpet is at the end of its expected life and has deteriorated such that replacement is needed, in order to maintain its appearance to the public.

The funding for the project is budgeted for in the Capital Reserve Fund Account #54440 – Harrington Library.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Earl Whitaker
Cathy Ziegler
Melissa Perez
Sandra Bloomer
Matt Yager



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson ext. 7376				
CAPTION				
To approve the purchase of two (2) Crane Carrier Refuse Truck Chassis in the amount of \$364,402 from Bond Equipment Company, Inc. and two (2) Rear Loader Bodies in the amount of \$178,024 from Heil of Texas for a total amount of \$542,426 for Fleet Services to be utilized by the Environmental Waste Services Division through existing TASB/BuyBoard contracts and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 425-13 and 430-13)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	542,426	0	542,426
Encumbered/Expended Amount	0	0	0	0
This Item	0	-542,426	0	-542,426
BALANCE	0	0	0	0
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2014-15 Adopted Budget to purchase two (2) Crane Carrier Refuse Truck Chassis and two (2) Rear Loader Bodies for the scheduled replacement in Cost Center #748/Environmental Waste Collections unit #08922 and #08924. STRATEGIC PLAN GOAL: Providing two (2) Crane Carrier Refuse Truck Chassis and two (2) Rear Loader Bodies for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
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 Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 425-13 and 430-13)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies NA	



Memorandum

Date: May 4, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Refuse Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Crane Carrier Refuse Truck Chassis from Bond Equipment Company, Inc. through the TASB/BuyBoard Contract No. 430-13 in the amount of \$364,402.00, and two (2) Rear Loader Bodies from Heil of Texas through the TASB/BuyBoard contract No. 425-13 in the amount of \$178,024.00.

These units are for the replacements of unit 08922 and 08924 in Cost Center 748 from the FY14 - 15 Equipment Replacement Fund.

Equipment replacement is analyzed based on age, mileage, maintenance cost, and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicles. If these vehicles are not replaced we will incur additional maintenance cost and salvage value will greatly be depreciated. In addition the user department will be limited in their ability to perform their duties by additional down time of the older equipment.

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 26, 2015		
Department:		Parks & Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Teresa Shelstad ext: 7539				
CAPTION				
To approve the purchase of fitness equipment for the Liberty, Oak Point, Tom Muehlenbeck, and Senior Recreation Centers from Comm Fit in the amount of \$63,799 and Marathon Fitness in the amount of \$155,780 through an existing contract/agreement with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-2015	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	219,579	0
Encumbered/Expended Amount		0	0	0
This Item		0	-219,579	0
BALANCE		0	0	0
FUND(s): RECREATION EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2014-15 Recreation Equipment Replacement Fund for the purchase of fitness equipment that has reached the end of its useful life. STRATEGIC PLAN GOAL: Periodic replacement of fitness equipment at Plano recreation facilities relates to the City's Goals of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: April 24, 2015

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Ron Smith, Recreation Superintendent

Subject: Recommendation to Purchase Fitness Equipment for Liberty, Oak Point, Tom Muehlenbeck and Senior Recreation Centers

The Recreation Department is in need of replacing several pieces of worn out fitness equipment at each of the recreation centers listed above. We have a high volume of usage of the equipment with more than 35,000 memberships sold annually. On any given day, a piece of equipment could conceivably be in use for 13 to 15 hours. Our membership sales and retention rates remain high due in large part to the availability of quality fitness equipment. If complaints are received, it is typically due to equipment that is in need of repair or replacement. Should we not be able to purchase this equipment, we are fairly confident we would see a significant drop in membership sales and a significant increase in General Fund subsidy.

This fitness equipment is highly technical with many moving parts. These parts can wear out quickly and the older the equipment, the more difficult it is to find replacement parts. In addition, if equipment is not replaced in a timely manner, the cost of servicing it can become greater over time than replacing it.

After shopping all the cooperative contracts, it was found that BuyBoard has the most competitive pricing for this equipment.

The funds for this purchase are available through the Department's Equipment Replacement Fund, 071-904-8416, which was set up in 2009 for the purpose of replacing fitness equipment on a consistent basis. This fund's revenue comes directly from a portion of each membership sold.

The Recreation Department recommends purchasing the equipment from Marathon Fitness (\$155,799.80) and Comm Fit (\$63,779.40) BuyBoard Contract 413-12 for a total amount of \$219,579.20. Please review and advise if we may proceed.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/2015			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Corey Isaacs x7134					
CAPTION					
To approve the purchase of a Landscape Maintenance Provider for the Parks and Recreation Department from ValleyCrest Landscape Maintenance, Inc., in the total estimated amount of \$450,000 for the initial three (3) year term and an estimated annual amount of \$150,000 for two (2) one-year optional renewals through an existing contract with Plano Independent School District, and authorizing the City Manager to execute all necessary documents. (PISD Contract #2015-002)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15; 2015-16; 2016-17; 2017-18; 2018-19; 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		905,000	1,000,000	750,000	2,655,000
Encumbered/Expended Amount		-395,169	-268,525	0	-663,694
This Item		0	-50,000	-700,000	-750,000
BALANCE		509,831	681,475	50,000	1,241,306
FUND(S): CAPITAL RESERVE FUND					
COMMENTS: This item approves various Park landscape restoration projects. The estimated expenditure for landscape restoration projects to be purchased from this contract for the remainder of FY 2014-15 is \$50,000. Future expenditures will be made by Park Support Services within the annual approved budget appropriations, at an estimated annual expenditure of \$150,000 for fiscal years 2015-16, \$150,000 for 2016-17, \$150,000 for 2017-18, \$150,000 for 2018-19 and \$100,000 for 2019-20.					
STRATEGIC PLAN GOAL: Interlocal agreements for Park landscape restoration projects relates to the strategic goals of Financially Strong City with Service Excellence and Partnering for Community Benefit					
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 Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (PISD Contract #2015-002, City of Plano Contract #2015-271-I).					



CITY OF PLANO COUNCIL AGENDA ITEM

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



Memorandum

Date: April 22, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Jeff Schwartz, Park Operations Superintendent
Subject: 2015-271-I, Landscape Maintenance Provider

It is the recommendation of the Parks and Recreation Department of the City of Plano to enter into an agreement with ValleyCrest Landscape Maintenance, Inc., to provide contractual landscape services to the City through the terms provided by RFP 2015-002 of the Plano Independent School District. It is desired by the Parks and Recreation Department to utilize contractual resources provided by ValleyCrest Landscape Maintenance, Inc., as a value-driven means of augmenting the City's ongoing care of park land and public building grounds. It is estimated that up to \$150,000 annually in services will be procured from ValleyCrest Landscape Maintenance, Inc., for various restoration projects, with a total expenditure of \$750,000 if all renewal options are exercised. Future expenditures will be restricted to funding availability.

Should approval be denied, the department will continue to face delays in accomplishing many projects, the majority of which are related to drought relief restoration. This contract will also provide the department with a means to better manage small projects with a very short deadline.

Cc
Jim Fox
Amy Fortenberry



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/2015			
Department:		Human Resources			
Department Head		Shante' Akafia			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the City of Desoto, Texas; authorizing its execution by the City Manager or his authorized designee; and providing and effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 thru 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	1,000	3,000	4,000
BALANCE		0	1,000	3,000	4,000
FUND(S): GENERAL FUND					
COMMENTS: Approval of this item will result in \$1,000 in annual revenue from the City of DeSoto to the City of Plano for employee training. The estimated annual amount of revenue to be earned in FY2014-15 is \$1,000. The estimated future annual revenue is \$3,000, which will be earned if renewed annually.					
STRATEGIC PLAN GOAL: Providing employee training through an Interlocal Agreement relates to the goal of achieving a Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Interlocal Agreement by and between the City of Plano, Texas and the City of DeSoto, Texas to allow employees of the City of DeSoto, Texas to participate in training classes offered by other city was originally approved by City Council on March 17, 2015. The term of the agreement is being modified to begin on May 1, 2015 and end on April 30, 2016; provided however, each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2015-167-I)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
First Modification of Interlocal Agreement and the Interlocal Agreement					

THE STATE OF TEXAS

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First Modification of Interlocal Agreement
By and Between City of Plano and City of
DeSoto
2015-167-1

COUNTY OF COLLIN

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, and the **CITY OF DESOTO, TEXAS**, a municipality (hereinafter "DeSoto"). Plano and DeSoto are sometimes collectively referred to as "Cities."

WITNESSETH:

WHEREAS, the City Council approved the Interlocal Agreement with DeSoto on March 17, 2015 (hereinafter "Agreement") for Desoto to participate in Plano Program for Business Productivity education courses (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 **I. TERM** is hereby modified to read in its entirety as follows:

**"I.
TERM**

The initial term of this Agreement shall begin on May 1, 2015 and end on April 30, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term."

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

CITY OF DESOTO, TEXAS

Date: 4/27/2015

By: [Signature]
Name: Dr. Tarron Richardson
Title: CITY MANAGER

APPROVED AS TO FORM:

[Signature]
Joe Corfida, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING MANAGER

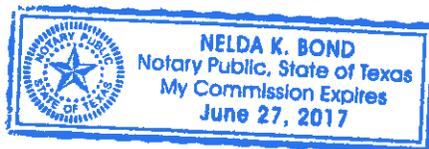
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 27th day of April, 2015, by DR. TARRON RICHARDSON, City Manager, of CITY OF DESOTO, TEXAS, a municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2015, by DIANE PALMER-BOECK, Purchasing Manager, of CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF DESOTO, TEXAS
FOR CITY OF DESOTO EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2015-167-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 **CITY OF DESOTO, TEXAS**, a municipality hereinafter referred to as "DeSoto", as follows:

WITNESSETH:

WHEREAS, Plano and DeSoto 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 DeSoto to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, both cities provide Business Productivity education courses ("Program") and desire to extend such Program to employees of both cities; and

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

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

NOW, THEREFORE, Plano and DeSoto, 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 begin on April 1, 2015 and end on March 31, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**II.
THE PROGRAM**

The parties agree that Plano and DeSoto shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time by the respective City Manager, or designee, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano and DeSoto shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Plano and DeSoto shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Plano and DeSoto shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.
2. Both Plano and DeSoto shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

IV.
CONSIDERATION / FEES

- A. In consideration for providing the Program courses as specified in **Exhibit "A"**, each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.
- B. Plano and DeSoto recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and DeSoto herein recognize that the continuation of any contract after the close of any given fiscal year of Plano or DeSoto, which fiscal year ends on September 30th of each year, shall be subject to the respective city council approval. In the event that the respective city council does not approve the appropriation of funds for this Program, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

VI.
RELEASE AND HOLD HARMLESS

Each Party shall accept responsibility for, any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent

allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and DeSoto, 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, Plano and DeSoto 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.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

VII. NOTICE

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

City of DeSoto Representative:

Tayo Sokale
Purchasing Manager
City of DeSoto – Financial Services
211 E. Pleasant Run Road
DeSoto, Texas 75115
T 972-230-9685

City of Plano Representative:

Debbie Speed
Training Coordinator
Human Resources Department
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. DeSoto 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.

**XIV.
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

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

CITY OF DESOTO, TEXAS

Date: 4/27/2015

By: [Signature]
Name: Dr. Tarron Richardson
Title: CITY MANAGER

APPROVED AS TO FORM:

[Signature]
Joe Gorfida, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING MANAGER

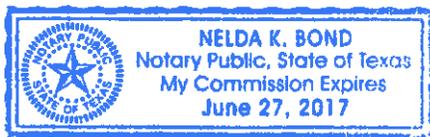
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 27th day of April, 2015, by **DR. TARRON RICHARDSON**, City Manager, of **CITY OF DESOTO, TEXAS**, a municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **DIANE PALMER-BOECK**, Purchasing 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

The City of Plano would like to partner with the City of DeSoto regarding training courses for city employees. This is a mutual agreement whereby either party may offer training to the other city through their respective HR Departments.

Training classes available to the employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Full day class = \$110.00
Half day class = \$65.00
2 hour class = \$35.00
1.5 hour class = \$25.00
40 Hr. Conflict Mediation = \$ 335.00
"Leadership for the 21st Century" = \$1650.00

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

Six month "Leadership for the 21st Century" = \$1650.00

Technology and language courses requiring additional manuals.

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		May 26, 2015			
Department:		Fire			
Department Head		Martin Wade (Interim Fire Chief)			
Agenda Coordinator (include phone #): Teresa Shelstad ext:7539					
CAPTION					
To approve an expenditure for the purchase of a 3 year annual technical service support agreement for eleven (11) Lifepak 12 devices, eleven (11) Lifepak 15 devices, seven (7) Lifepak 1000 devices, and sixteen (16) Lucas Cardiac Compression devices from Physio Control in the amount of \$168,777 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15, 2015-16, 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	39,500	112,518	152,018
Encumbered/Expended Amount		0	0	0	0
This Item		0	-56,259	-112,518	-168,777
BALANCE		0	-16,759	0	-16,759
FUND(S): GENERAL					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Fire Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent for the remainder of FY 2014-15 is \$56,259. The overage for FY 2014-15, in the amount of \$16,759, will be covered by available funds in other accounts within the Fire Budget. The estimated future amount is \$112,518, which will be made within approved budget appropriations, broken out as follows: \$56,259 in FY 2015-16 and \$56,259 in FY 2016-17.</p> <p>STRATEGIC PLAN GOAL: This Technical Service Support Agreement relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). Sole Source.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: May 14, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Martin Wade, Interim Fire Chief
Subject: Physio-Control Technical Service Support Agreement

Plano Fire-Rescue is requesting approval to enter into a 3-year technical service support agreement for our 11 Lifepak 12 devices, 11 Lifepak 15 devices, 7 Lifepak 1000 devices, and 16 Lucas Cardiac Compression devices used in our emergency apparatus. The agreement will be with the Physio-Control Company, which is a sole source provider of this type of technical service support agreement.

The purchase of this agreement will provide preventive maintenance and repair service for the devices, which will help maintain a stable cost of repairs over the life expectancy of the devices. Fire-Rescue will not pay the full amount upfront. Instead, we will be paying a yearly portion of the contract amount. By agreeing to the 3-year contract, Fire-Rescue saves money, compared to purchasing a yearly technical service support agreement.

The impact of not completing this technical service support agreement is that the devices will not have the needed preventive maintenance performed by a trained technician to ensure everything is operational per design.

Please advise if I can be of further assistance. Thank you.

A handwritten signature in cursive script that reads "Martin Wade".

Martin Wade



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/26/15		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Toshia Kimball X7479				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17 through 2026-27	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	34,843,220	0	34,843,220
Encumbered/Expended Amount	0	-10,555,555	-15,055,800	-25,611,355
This Item	0	-150,000	0	-150,000
BALANCE	0	24,137,665	-15,055,800	9,081,865
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
A request from Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, for an Amended and Restated Economic Development Incentive Agreement to expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. Pizza Hut of America, LLC agrees to occupy, at minimum, an additional 60,000 square feet of office space and training facilities and transfer or create up to 150 additional Job Equivalents by 12/31/19. http://goo.gl/maps/RzvpC				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Amended and Restated Economic Development Incentive Agreement				

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas ("City"), and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation ("Company"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, City and Company entered into the initial Economic Development Incentive Agreement on November 23, 2009 (hereinafter "Initial Agreement") to reflect incentives for the Company's relocation of office space and workforce to the City; and

WHEREAS, the Company has complied with the terms of the Initial Agreement and now desires to expand its business in the City by constructing additional office space and training facilities and transferring or creating additional Job Equivalents; and the parties desire to amend said Initial Agreement to provide additional incentives to facilitate the expansion; and

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

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

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

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

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Amended and Restated Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”), and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company and its affiliates operate and franchise more than 10,000 restaurants in hundreds of countries; and

WHEREAS, the City and Company entered into an initial Economic Development Incentive Agreement (“Initial Agreement”) approved by the City Council in Resolution No. 2009-11-18(R) on November 23, 2009 wherein Company agreed to construct and occupy a minimum 160,000 square-foot office complex on 20.54 acres fronting Corporate Drive and approximately ¼ mile south of Legacy Drive, Plano, Texas, now known as 7100 Corporate Drive, Plano, Texas 75024; construct Real Property improvements with a minimum Taxable Value of Ten Million Dollars (\$10,000,000); add Business Personal Property (“BPP”) to the Property with a minimum Taxable Value of not less than Five Million Dollars (\$5,000,000); transfer or create at least 450 Baseline Job Equivalents on the Property; and maintain occupancy of the Property and the Job Equivalents for the remainder of the Term of the Agreement; and

WHEREAS, the Company has complied with the terms of the Initial Agreement and now desires to expand its business in the City by constructing and improving additional office space and training facilities and transferring or creating additional Job Equivalents; and

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

WHEREAS, the Company desires to add Five Million Dollars (\$5,000,000) of Real Property improvements and Two Million Dollars (\$2,000,000) of BPP and maintain its current BPP Taxable Value of Five Million Dollars (\$5,000,000); and

WHEREAS, the Company agrees to occupy, at minimum, an additional 60,000 gross square feet of office space and training facilities and transfer or create up to 150 additional Job Equivalents to be located on the Real Property for the Term of this Agreement; and

WHEREAS, the City Council finds that the occupancy of, at minimum, an additional 60,000 gross square feet of office space and training facilities and the transfer or creation of up to 150 additional Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

WHEREAS, the Agreement herein restating and further amending the terms and conditions between the parties are in all things approved by the City Council and this Agreement supersedes and replaces the Initial Agreement approved by the City Council in Resolution No. 2009-11-18(R).

NOW THEREFORE, in consideration of the foregoing and the promises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that this Agreement restates, amends, supersedes and replaces all prior agreements signed by the parties as follows:

Article I Definitions

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

“Baseline Job Equivalents” shall mean Four Hundred Fifty (450) Job Equivalents for which the Company has received a grant payment pursuant to the Economic Development Agreement approved by the City Council in Resolution No. 2009-11-18(R). The Baseline Job Equivalents shall be used as a benchmark for calculating additional Job Equivalent requirements for purposes of the grant payments pursuant to Section 4.02 herein.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company job positions located at the Property which individually or when combined total 2,080 hours (inclusive of holidays, vacation and sick leave) annually. This term is restricted to City based

employees and excludes remote employees or contract employees. For the purposes of this definition only, Company shall include Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, Restaurant Supply Chain Solutions, PepsiCo Inc., Pizza Hut Inc., Pizza Hut of North America, Inc., Pizza Hut Ltd. (a limited partnership), Yum Restaurants International Inc., Yum Brands Inc., Yum Restaurants Services Group, Inc., KFC and Taco Bell America.

“Real Property” or “Property” shall mean 7100 Corporate Drive, Plano, Texas 75024.

“Taxable Value” shall mean the assessed value of real and business personal property improvements for tax purposes as determined by the Collin County Appraisal District.

“Term” is defined in Article II.

Article II Term

The Term of this Agreement shall begin on the Effective Date and continue until December 31, 2026 unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) Occupy (with affiliates and companies listed under the definition of Job Equivalent) an office complex of not less than 160,000 gross square feet on or before January 1, 2012 and maintain occupancy throughout the Term of this Agreement; and

(b) Transfer or create a minimum of 450 Baseline Job Equivalents on the Real Property on or before December 31, 2011 and maintain Baseline Job Equivalents throughout the Term of this Agreement; and

(c) By January 1, 2017, occupy the additional office space and training facilities on the Real Property and maintain occupancy throughout the Term of this Agreement; and

(d) By January 1, 2017, and subject to maintaining the required 450 Baseline Job Equivalents pursuant to Article III, Section (b) herein, transfer or create at least 75 additional Job Equivalents for a total of at least 525 combined Job Equivalents at the Real Property and maintain the Job Equivalents for a minimum of 180 days prior to any grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Term of this Agreement; and

(e) By December 31, 2019, and subject to maintaining the required number of Baseline Job Equivalents and Job Equivalents pursuant to Article III, Sections (b) and (d) herein, Company may transfer or create up to 75 additional Job Equivalents for a combined total of up to 600 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Term of this Agreement; and

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

Article IV Economic Development Grant

4.01 Grant.

(a) Pursuant to the Economic Development Incentive Agreement (“Initial Agreement”) approved by the City Council on November 23, 2009 by Resolution No. 2009-11-18(R), City has provided Company a grant of Two Million Thirty-Seven Thousand One Hundred Sixty-Two Dollars and Ninety-Five Cents (\$2,037,162.95) in the following categories:

(i) The City agrees to provide the Company a cash grant of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) for the creation or transfer of 450 Job Equivalents to the Property; the construction and occupancy of a minimum 160,000 gross square feet office complex on the Property with a minimum Taxable Value of Ten Million Dollars (\$10,000,000); and the addition of business personal property of Taxable Value of not less than Five Million Dollars (\$5,000,000) to the Property, all in accordance with the provisions of Article III, Sections (a) and (b) above. The Company agrees to maintain the occupancy and transferred or created Job Equivalents on the Property throughout the Term of this Agreement as provided in Section 4.03 below; and

(ii) The City agrees to provide the Company a grant of up to Two Hundred and Fifty Thousand Dollars (\$250,000) for permit, building inspection, engineering and planning fees paid to the City by Company for the construction of real property improvements to the Property. Subsequently, Company received a reimbursement of One Hundred Eighty-Seven Thousand One Hundred Sixty-Two Dollars and Ninety-Five Cents (\$187,162.95) for this category; and

(iii) The City agrees to provide the Company a grant of Five Hundred Thousand Dollars (\$500,000) for relocation expenses and occupancy costs associated with relocating its headquarters to the Property.

(b) In consideration of the Company successfully fulfilling the obligations as set forth in Article III above, the City agrees to provide the Company an additional cash grant of up to One Hundred Fifty Thousand Dollars (\$150,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By January 1, 2017, Company shall occupy the additional office space and training facilities at the Real Property; and

(b) By January 1, 2017, Company shall transfer or create 75 Job Equivalents in addition to the Baseline Job Equivalents at the Real Property for a total minimum of 525 Job Equivalents to be eligible to receive an additional grant payment of Seventy-Five Thousand Dollars (\$75,000). The payment will not be pro-rated and will not be paid before July 1, 2017. **Company must submit the Initial Certification form attached hereto as Exhibit “A” certifying compliance with the obligations set forth in Article III, Sections (a), (b), (c) and (d) not earlier than July 1, 2017 and not later than October 1, 2017. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the additional grant under Section 4.01(b).**

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

(c) By December 31, 2019, and subject to the Company transferring, creating and maintaining the total minimum number of Baseline Job Equivalents and Job Equivalents required pursuant to Section 4.02(b) herein, Company may add up to an additional 75 Job Equivalents for a total maximum number of 600 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Seventy-Five Thousand Dollars (\$75,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III, Section (e) and compliance with Article III, Sections (a), (b), (c) and (d) not later than January 31, 2020 to be eligible for the second (2nd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant.**

City will make the payment within thirty (30) days of receipt of the January 31, 2020 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(c), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2020; and

(d) Beginning January 31, 2016 or on the Effective Date of the Agreement, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03; and**

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

4.03 Refund/Default. In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than

one hundred eighty (180) consecutive days during the Term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to the amount paid for the lost Job Equivalent as follows:

(a) (i) If Company's Job Equivalents drop below the range of six hundred (600) down to four hundred fifty-one (451) Job Equivalents for more than 180 consecutive days during the Term of this Agreement, the Company shall refund to the City in an amount equal to One Thousand Dollars (\$1,000) for each lost Job Equivalent; and

(ii) If the Company's Baseline Job Equivalents drop below the range of four hundred fifty (450) to zero (0) Job Equivalents for more than 180 consecutive days during the Term of this Agreement, the Company shall refund to the City in an amount equal to Three Thousand Dollars (\$3,000) for each lost Job Equivalent.

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

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

(c) If at any time during the Term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code §33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V Termination

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

- (a) By mutual written agreement of the parties; or
- (b) By expiration of the Term and where no defaults have occurred; or

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

(d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided that such termination notice shall set forth an explanation of the terminating party's basis for termination under this Subsection (d).

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

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

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of

Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

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

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

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

Article VIII Miscellaneous

8.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties.

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

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

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

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

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

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

If intended for the Company:
Pizza Hut of America, LLC
Attention: Mr. Al Litchenburg
Chief Development Officer
7100 Corporate Drive
Plano, TX 75024

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

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

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

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

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

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

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

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

PIZZA HUT OF AMERICA, LLC, a
Delaware limited liability company, f/k/a
PIZZA HUT OF AMERICA, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE FOR GRANT PAYMENT

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

_____ a. I hereby certify that Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, has occupied the Real Property including additional office space and training facilities and transferred or created at least an additional 75 Job Equivalent positions in addition to the required Baseline Job Equivalent positions at the Real Property by January 1, 2017, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(b) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, has failed to occupy the Real Property including additional office space and training facilities and/or has failed to transfer or create at least an additional 75 Job Equivalent positions above the number of Baseline Job Equivalents at the Real Property by January 1, 2017, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

PIZZA HUT OF AMERICA, LLC, a
Delaware limited liability company, f/k/a
PIZZA HUT OF AMERICA, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

NOTE: This form is due not earlier than July 1, 2017 and not later than October 1, 2017.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATION OF COMPLIANCE

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

_____ a. I hereby certify that Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.

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

_____ c. **(FOR USE IN JANUARY 2020 ONLY IF APPLICABLE)** I hereby certify that Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, is in compliance with all terms and conditions of the Agreement and that as of December 31, 2019, Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation, has added _____ total number of Job Equivalents (not to exceed 75), in addition to the 525 existing Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(c). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was _____.

ATTEST:

PIZZA HUT OF AMERICA, LLC, a
Delaware limited liability company, f/k/a
PIZZA HUT OF AMERICA, INC., a
Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date

NOTE: This form is due by January 31 of each year beginning on January 31, 2016 and as long as this Agreement is in effect and should be mailed to:

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/26/15
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	6,678	0	6,678
BALANCE	0	6,678	0	6,678

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: This item approves an interlocal agreement between the State of Texas Parks and Wildlife Department (TPWD) and the City of Plano to construct erosion control improvements at Chisholm Trail Park, for which TPWD will provide up to \$6,678. This current year revenue was not anticipated in the 2014-15 CIP and will partially offset the cost of construction, which is currently estimated at \$15,677.

STRATEGIC PLAN GOAL: Participating in an interlocal agreement to construct erosion control improvements that will reduce stormwater and pollution runoff and improve landscaping at a Plano park relates to the City's goals of Partnering for Community Benefit and Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

The Texas Parks and Wildlife Department (TPWD) received \$6,677.54 in restitution for a fish kill that occurred in Spring Creek in August of 2013. TPWD is partnering with the City of Plano and Texas A&M AgriLife Extension to use the restitution toward funding of a bioretention basin at Chisholm Trail Park, which flows into the Spring Creek watershed. A bioretention basin (also known as a rain garden) is a planted shallow depression that provides benefits such as reducing storm water runoff, reducing pollution in runoff, and improving the appearance of the site with landscaping.

The attached interlocal agreement provides for construction of the bioretention basin on park property by the City of Plano. Texas A&M AgriLife will be responsible for the design the project. TPWD will provide funding and coordinate the installation of the improvements, in an amount not to exceed \$6,677.54. The City of Plano will contract for the improvements and be responsible for expenditures in excess of \$6,677.54, in an amount



CITY OF PLANO COUNCIL AGENDA ITEM

estimated to be \$9,000. The total budget for the project will be \$15,677.

Project Location Map:

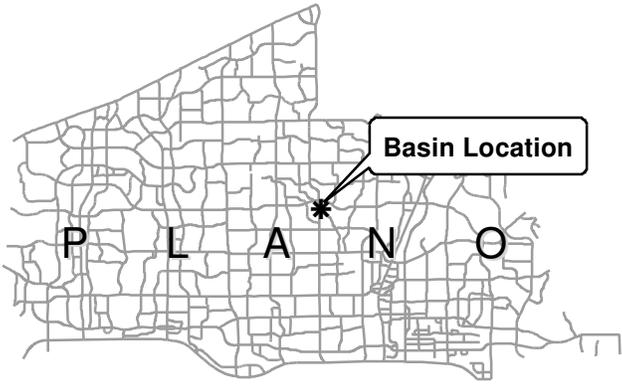
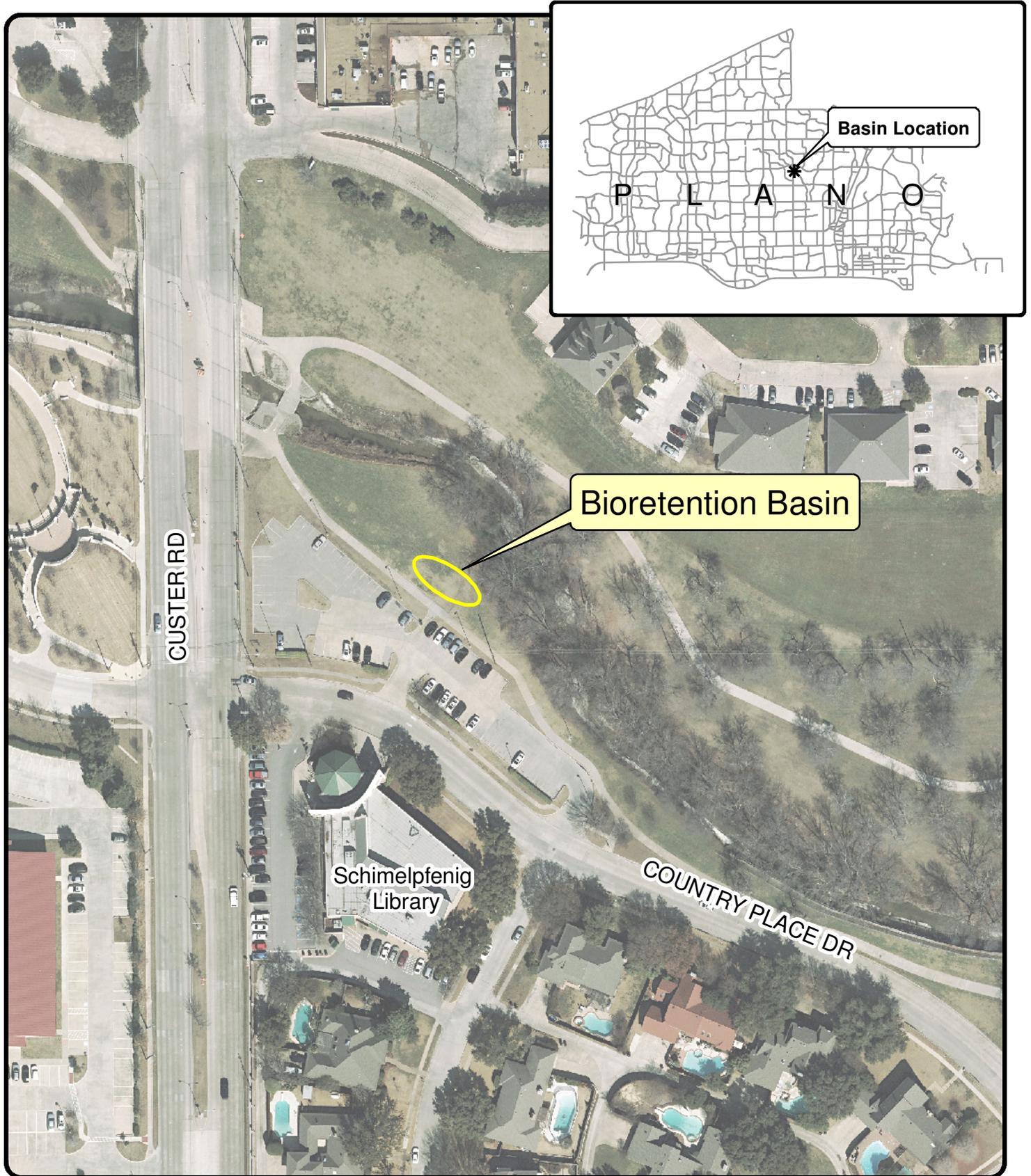
<https://goo.gl/maps/q2JDk>

List of Supporting Documents:

Location Map

Resolution

Other Departments, Boards, Commissions or Agencies



Bioretention Basin

Schimelpfenig
Library

COUNTRY PLACE DR

CUSTER RD

0 100 200 Feet

A Resolution of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement providing for terms and conditions for the construction of a bioretention basin at Chisholm Trail Park, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

TPWD Contract Number: _____
COP PARD Contract Number: _____

THE STATE OF TEXAS
COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

This Agreement is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Agency: The City of Plano, Texas, through its Parks & Recreation Department (COP PARD)

II. STATEMENT OF SERVICES TO BE PERFORMED:

COP PARD shall conduct the project entitled "Bioretention Basin" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this project is to construct a bioretention basin on City of Plano managed land. Bioretention basins (also known as rain gardens) have benefits such as reducing stormwater runoff, slowing runoff, reducing pollution in runoff, and can improve landscaping. Within the shallow depression, existing soil is replaced with layers of high-infiltration soils, gravel, mulch, and a variety of vegetation suited for wet and dry conditions.

Vegetation Selection: Vegetation (plant) selection will focus on native and adapted plants recommended by Texas A&M AgriLife Extension Service's Texas Rain Garden Plant List to avoid selection of invasive or prohibited plant species. The Texas Rain Garden Plant List can be found at <http://rainwaterharvesting.tamu.edu/files/2011/05/Rain-Garden-Plant-List-11-02-09.pdf>. COP PARD's list of plants must be submitted to the TPWD Project Coordinator (listed in Section VII) for review approval prior planting. Upon completion of the project, a list of all species and the quantity of each species planted (Final Plant List) must be submitted with invoicing.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with state rules and laws.

Revisions: Certain types of post-award changes in the budget and/or the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Pre-Agreement Costs: Pre-agreement costs as of May 1, 2015 are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-agreement costs incurred by the Performing Agency are incurred at the Performing Agency's risk.

Project Completion: Photographs (Visual Confirmation) of the completed project and Final Plant List must be submitted with invoicing.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed: \$6,677.54 (Six thousand six hundred fifty-four cents).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

For payment purposes, the Performing Agency (agency receiving payment) shall submit to the Receiving Agency (agency making payment) an invoice, which shall be paid by the Receiving Agency in accordance with the terms of this Contract. The Receiving Agency will enter payment information into USAS. This shall be recorded by TPWD as a contracted service in USAS as expenditure code 7299.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

VI. INVOICING:

Invoice Schedule: Payments for service performed shall be billed upon completion of project. All invoices and reports must be received within 60 days of termination of contract or within the timeframe provided in Attachment A, whichever is later. Invoices not received within this timeframe may not be paid.

INVOICES AND INVOICE INQUIRIES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: Adam Whisenant
Regional Biologist
Water Resources Branch
11942 FM 848
Tyler, Texas 75707
903-566-8387 office
Adam.Whisenant@tpwd.texas.gov

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment, payroll

receipts/records showing employee name, hours worked, hourly rate and total cost claimed, etc.) during the invoiced period. Visual Conformation, Plant List, and invoice with backup documentation for expenses incurred must be submitted. **If the Visual Conformation, Final Plant List, invoice, or backup documentation is not complete, it will delay the processing of your invoice.**

VII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator

Adam Whisenant
Regional Biologist
Water Resources Branch
11942 FM 848
Tyler, Texas 75707
903-566-8387 office
Adam.Whisenant@tpwd.texas.gov

TPWD Contract Point of Contact

Melissa Moody, CTCM
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
512-389-4720 office
512-389-8797 fax
tpwdcontracting@tpwd.texas.gov

COP PARD Project Coordinator

Jeff Schwartz
Park Operations Superintendent
6500 Roundrock Trail
Plano, Texas 75023
972-208-8143 office
972-208-8137 fax
jeffsc@plano.gov

COP PARD Contract Point of Contact

Timothy Dunn
City Attorney's Office
City of Plano
1520 Avenue K
Suite 340
Plano, Texas 75074
972-941-7125 office
972-424-0099
timothyd@plano.gov

VIII. TERM OF CONTRACT:

This Contract is to begin upon signature by both parties, and shall terminate August 31, 2015.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TPWD.

IX. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Agency.
- B. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- C. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- D. Public Information Act means Chapter 552 of the Texas Government Code.
- E. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.

X. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If the contractor defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and

may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Audit: Performing Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract it awards.

Disallowed Costs: The Performing Agency is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Agency's substandard performance or any non-conformity with this Contract or the law.

Performing Agency shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Agency from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause or a substantially similar clause is included in all subcontracts.

Public Disclosure: Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act").

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the contractor, terminate this Contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the contractor of intent to terminate, and TPWD will provide the contractor with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this Contract, whether completed or in process.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Agency to perform work pursuant to the Contract, within the United States of America.

The Performing Agency shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Agency, and Performing Agency's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Performing Agency may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Performing Agency shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Agency, or any person working on the Performing Agency's behalf, shall be immediately reported to TPWD and the State Historic Preservation Officer. The Performing Agency shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF PLANO

By: _____
Melissa Moody, CTCM
Contract Specialist

By: _____

Date: _____

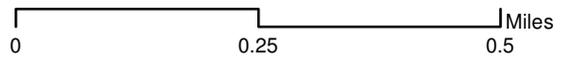
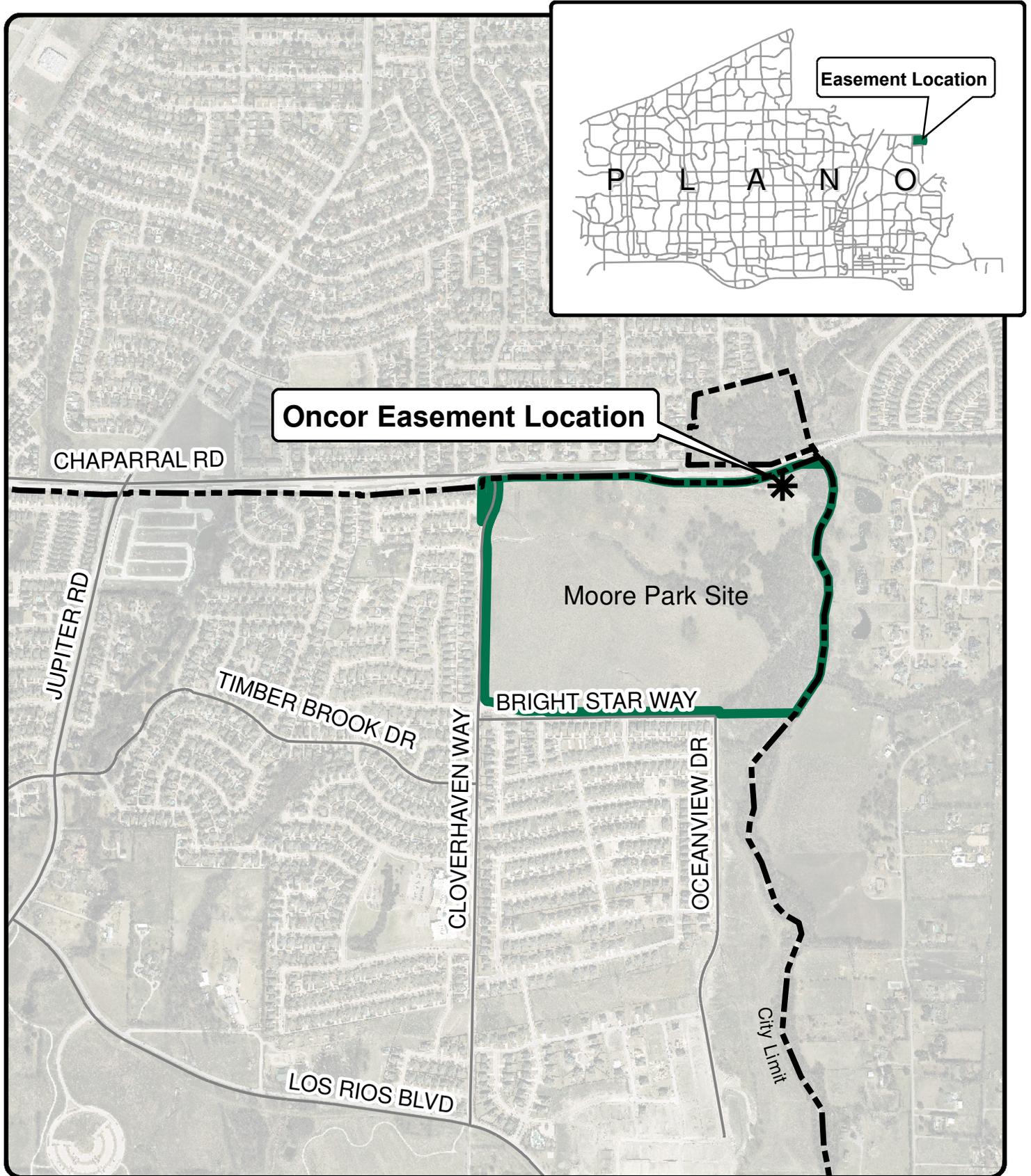
Date: _____



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
A Resolution of the City of Plano, Texas, approving the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Dedication of designated park land not yet utilized as a park for easement and right-of-way relates to the City's Goals of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Oncor has requested an easement and right-of-way at the northeast corner of Moore Park for upgrade of electrical service to existing NTMWD pumping facilities in an area that is not suitable for park development due to existing facilities. NTMWD requires this electrical upgrade for their sanitary sewer operations. Staff recommends adoption of the Resolution and approval of the easement. The proposed Oncor easement will be within the existing NTMWD easement.				
Project Location Map: https://www.google.com/maps/@33.0717778,-96.6562222,16z/data=!3m1!1e3				
List of Supporting Documents: Location Map Resolution			Other Departments, Boards, Commissions or Agencies	

Oncor Easement Location at Moore Park Site



A Resolution of the City of Plano, Texas, approving the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date.

WHEREAS, Oncor Electrical Delivery Company LLC, has requested an Easement and Right-of Way of 0.121 acre situated in the Robert C. Whisenant Survey, Abstract No. 1012; and

WHEREAS, said Easement and Right-of-Way is located within City of Plano's Moore Park site and is described in the field notes and shown on the drawing attached and incorporated herein as Exhibit "A"; and

WHEREAS, City Council is aware that the property is designated as park property but has not been utilized as a park; and

WHEREAS, North Texas Municipal Water District requires additional electrical service to their existing pumping site located within Moore Park; and

WHEREAS, there will be negligible impact on park property (because within existing NTMWD easement); and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the tract of land totaling 0.121 acre should be dedicated as permanent easement and right-of-way, and the City Manager, or his authorized designee, is hereby authorized to record this Resolution in the Land Records of Collin County, Texas, to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the underdeveloped park property shown in Exhibit "A" for permanent easement and right-of-way use and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute this Easement and all other documents in connection with said Easement on behalf of the City of Plano and record said Easement in the Land Records of Collin County, Texas, to evidence this dedication.

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

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

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, 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, Grantee, 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 Easement.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2015

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

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY, LLC,
a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bruce D. Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

Being a 0.121 acre tract of land situated in the Robert C. Whisenant Survey, Abstract No. 1012, City of Plano, Collin County, Texas, said 0.121 acre tract of land being a portion of a called 119.454 acre tract of land as described in the deed to City of Plano as recorded in Volume 1938, Page 929 of the Deed Records of Collin County, Texas, said 0.121 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for the most northerly northeast corner of said 119.454 acre tract of land, said point being the southeasterly corner of a called 1,490 square feet tract of land as described in the City of Allen Resolution Number 2999-3-11(R) to the City of Plano, said point also being in the westerly line of Lot 11, Block A of The Knolls Of Springhill, an addition to the City of Parker, Collin County, Texas as recorded in Cabinet L, Page 24 of the Plat Records of Collin County, Texas, from which a 5/8 inch iron rod (Controlling Monument) (CM) found for the southeasterly corner of said Lot 11 bears South 69 degrees 10 minutes 31 seconds East, a distance of 698.34 feet, said 5/8 inch iron rod being the northeasterly corner of Lot 12 of said Block A, said 5/8 inch iron rod also being in the westerly right-of-way line of Shady Knolls Drive (a 50' width right-of-way) and from which a 5/8 inch iron rod with red plastic cap stamped "Sparr" (CM) found for the southeasterly corner of said Lot 12 bears South 57 degrees 29 minutes 39 seconds East, a distance of 757.90 feet, said 5/8 inch iron rod with red plastic cap stamped "Sparr" being the northeasterly corner of Lot 13 of said Block A, said 5/8 inch iron rod with red plastic cap stamped "Sparr" also being in the westerly right-of-way line of said Shady Knoll Road; **THENCE** South 88 degrees 39 minutes 13 seconds West, with the northerly line of said 119.454 acre tract of land and with the southerly line of a called 0.530 acre tract of land as described in the deed to The City of Allen and recorded in Instrument Number 2010030100095040 of the Official Public Records of Collin County, Texas, a distance of 176.89 feet to a point in the southeasterly right-of-way line Chaparral Road (an 80' width right-of-way); **THENCE** South 69 degrees 11 minutes 26 seconds West, with the southeasterly right-of-way line of said Chaparral Road, a distance of 279.81 to the beginning of a curve to the right, having a radius of 890.00 feet, a central angle of 18 degrees 45 minutes 09 seconds, and whose chord bears South 78 degrees 34 minutes 02 seconds West, a distance of 289.99 feet; **THENCE** with said curve to the right and with the southeasterly right-of-way line of said Chaparral Road, an arc distance of 291.29 feet to the **POINT OF BEGINNING**, from which a 5/8 inch iron rod (CM) found for the southeasterly corner of Lot 38, Block E of Cottonwood Bend Estates Phase IIA, an addition to the City of Allen, Collin County, Texas as recorded in Cabinet I, Page 636 of said Plat Records of Collin County, Texas bears North 28 degrees 51 minutes 55 seconds West, a distance of 201.29 feet, said 5/8 inch iron rod being the westerly line of a called 6.535 acre tract of land as described in the deed to F. Liles Arnold and Susan Y. Arnold and recorded in Instrument Number 94-0050644 of said Official Public Records of Collin County, Texas;

THENCE South 82 degrees 03 minutes 42 seconds East, a distance of 159.61 feet to a point for corner;

EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

SCALE: N/A

PAGE 1 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

THENCE South 85 degrees 36 minutes 38 seconds East, a distance of 203.09 feet to a point for corner;

THENCE North 53 degrees 11 minutes 19 seconds East, a distance of 31.92 feet to a point for corner;

THENCE North 06 degrees 27 minutes 22 seconds East, a distance of 31.00 feet to a point for corner;

THENCE South 83 degrees 32 minutes 38 seconds East, a distance of 29.50 feet to a point for corner;

THENCE South 06 degrees 27 minutes 22 seconds West, a distance of 31.00 feet to a point for corner;

THENCE North 83 degrees 32 minutes 38 seconds West, a distance of 14.75 feet to a point for corner;

THENCE South 53 degrees 19 minutes 25 seconds West, a distance of 46.41 feet to a point for corner;

THENCE North 85 degrees 36 minutes 41 seconds West, a distance of 207.17 feet to a point for corner;

THENCE North 82 degrees 03 minutes 42 seconds West, a distance of 225.98 feet to a point for corner in the southeasterly right-of-way line of said Chaparral Road;

THENCE North 89 degrees 40 minutes 55 seconds East, along said southeasterly right-of-way line of said Chaparral Road a distance of 39.81 feet to a point for the beginning of a curve to the left, having a radius of 890.00 feet, a central angle of 01 degree 44 minutes 19 seconds and whose chord bears North 88 degrees 48 minutes 46 seconds East, a distance of 27.00 feet;

THENCE with said curve to the left and with the southeasterly right-of-way line of said Chaparral Road, an arc distance of 27.00 feet to the **POINT OF BEGINNING** and containing 5,277 square feet or 0.121 acres of land, more or less.

EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.

ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

SCALE: N/A

PAGE 2 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

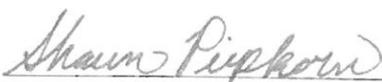
NOTES:

1. A plat of same date accompanies this legal description.
2. All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation surface adjustment factor for Collin County (1.000152710). All distances and areas shown hereon are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a title report. There may be easements and /or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY 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: June 25, 2014
Gorrondona & Associates, Inc.



Shaun Marvin Piepkorn
Registered Professional Land Surveyor
No. 6432
Texas Firm No. 10106903



EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

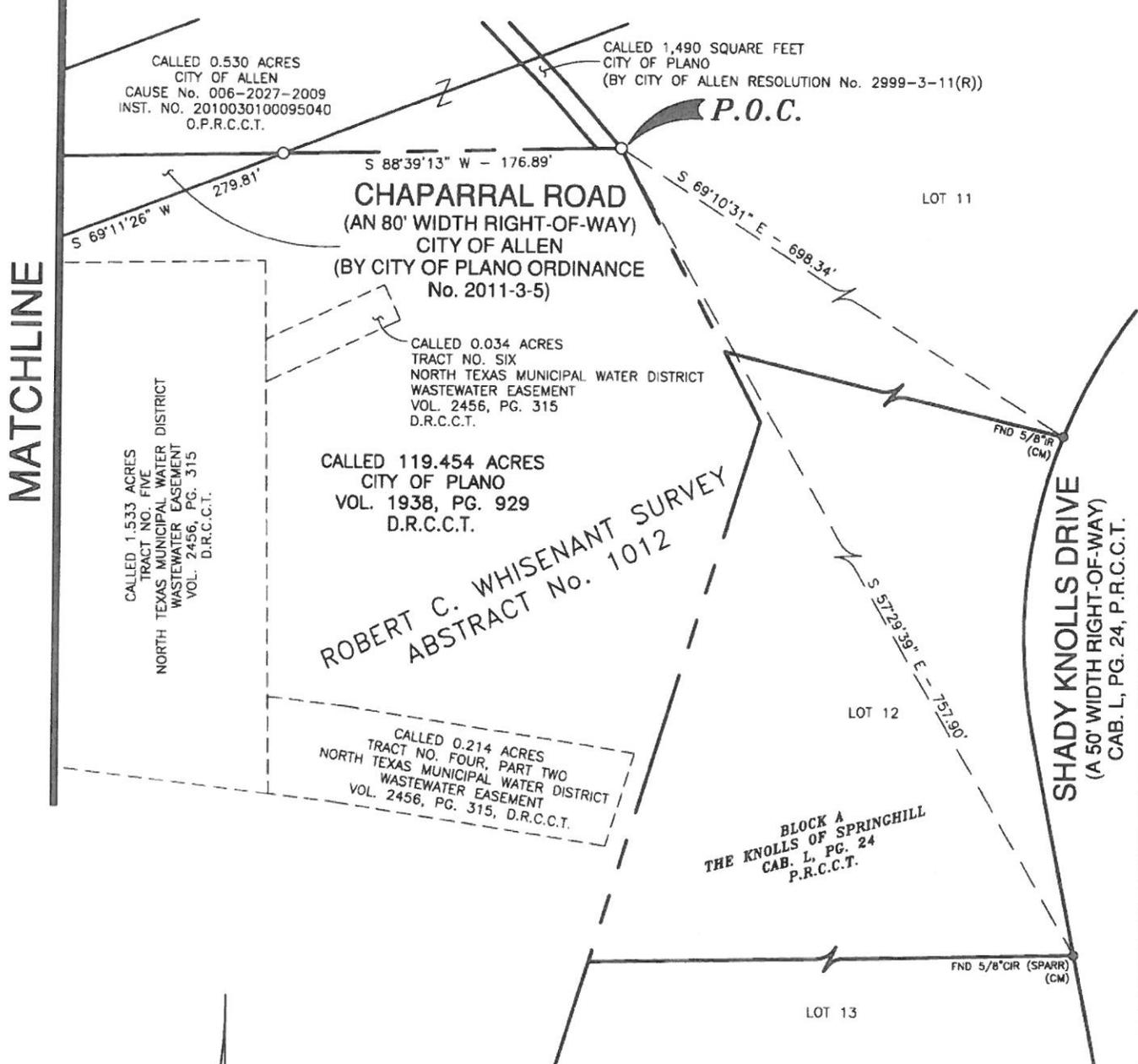
SCALE: N/A

PAGE 3 OF 5

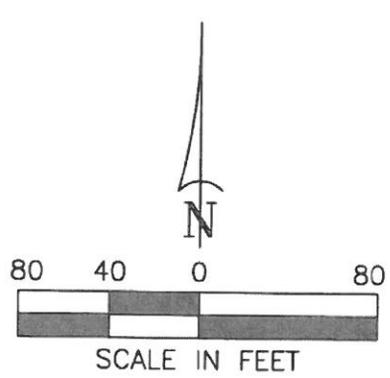


Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT



MATCHLINE



LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
- - -	EASEMENT LINE
—	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

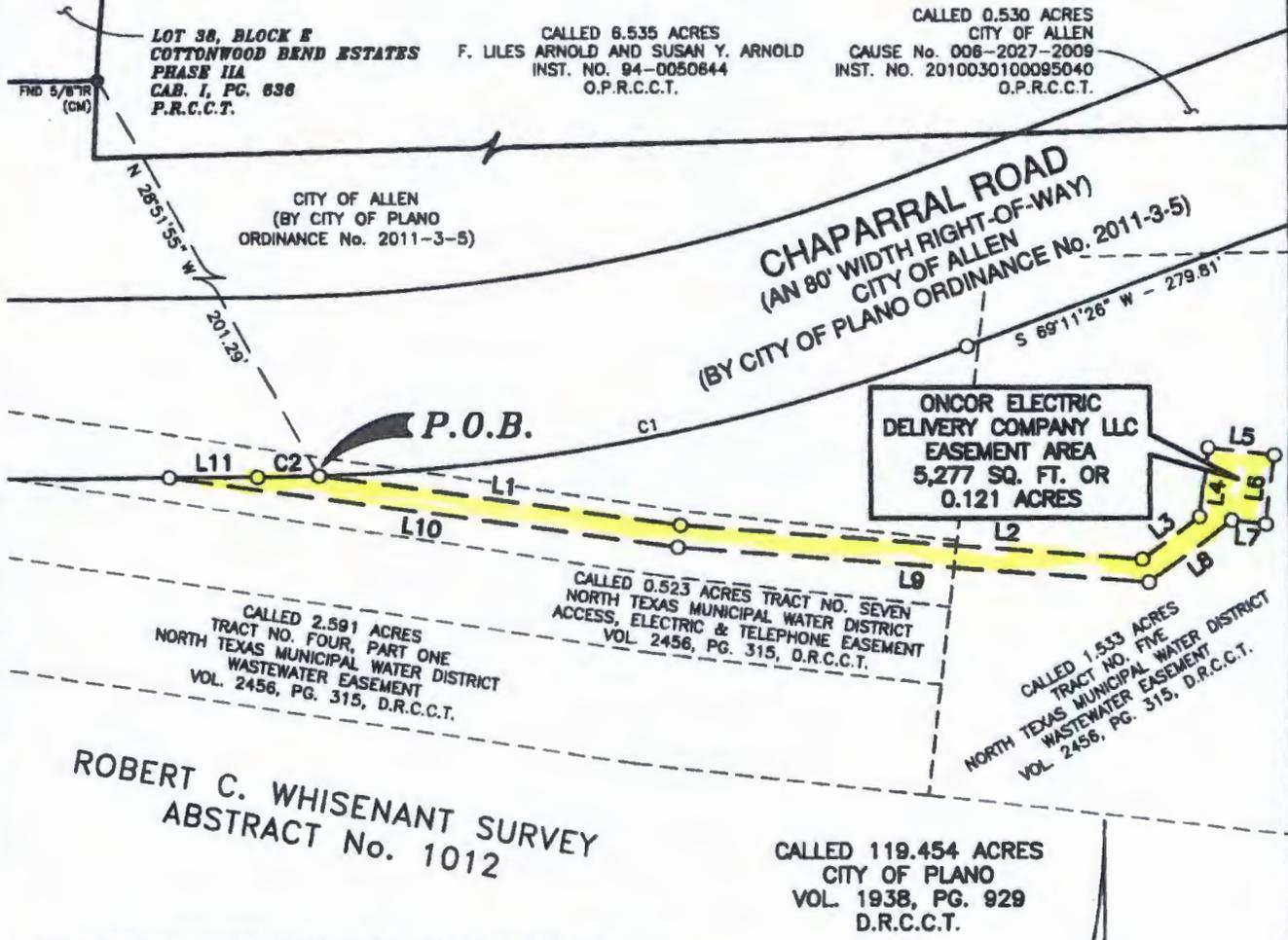
EXHIBIT A
119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14 SCALE: 1"=80' PAGE 4 OF 5



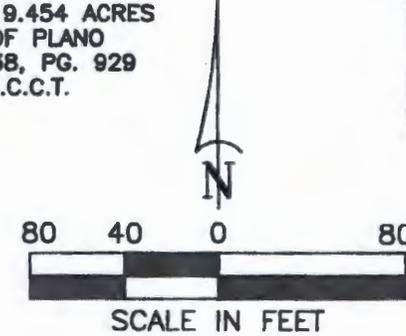
Gorrondona & Associates, Inc.
 1701 North Market Street
 Suite Number 450
 Dallas, Texas 75202
 (214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT



MATCHLINE

- (1) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
- (2) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS98 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
- (3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.



LINE	BEARING	DISTANCE
L1	S 82°03'42" E	158.81'
L2	S 85°36'38" E	203.09'
L3	N 53°11'19" E	31.92'
L4	N 06°27'22" E	31.00'
L5	S 83°32'38" E	29.50'
L6	S 06°27'22" W	31.00'
L7	N 83°32'38" W	14.75'
L8	S 53°18'25" W	46.41'
L9	N 85°36'41" W	207.17'
L10	N 82°03'42" W	225.98'
L11	N 88°40'55" E	39.81'

LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
---	EASEMENT LINE
---	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	890.00'	18°45'09"	S 78°34'02" W	289.99'	291.29'
C2	890.00'	01°44'18"	N 88°48'48" E	27.00'	27.00'

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6432 TEXAS FIRM NO. 10106803

EXHIBIT A
119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14 SCALE: 1"=80' PAGE 5 OF 5



Gorrondona & Associates, Inc.
 1701 North Market Street
 Suite Number 450
 Dallas, Texas 75202
 (214) 712-0600 Office

**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	\$1,000,000 each accident	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease	City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Andrea Park X5113				
CAPTION				
A Resolution of the City of Plano, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	195,451	0	195,451
Encumbered/Expended Amount	0	-139,599	0	-139,599
This Item	0	-13,720	0	-13,720
BALANCE	0	42,132	0	42,132
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this item is included in the approved FY 2014-15 Non-Departmental budget. This item authorizes the continuation of the City's membership on the Atmos Cities Steering Committee (ACSC) and the payment of the City's annual assessment for continued membership.</p> <p>STRATEGIC PLAN GOAL: Continued membership on the ACSC allows the City of Plano to continue working with a coalition of North Texas municipalities to ensure natural gas rates are fair and relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This Resolution authorizes the City of Plano to renew its membership in Atmos Cities Steering Committee.				
List of Supporting Documents: Memo, Resolution			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: May 26, 2015
To: Bruce Glasscock, City Manager
From: Mark Israelson, Assistant City Manager
Subject: Resolution to Renew Membership in Atmos Cities Steering Committee

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years' experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and, therefore, expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

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

Explanation of Resolution Paragraphs:

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

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

A Resolution of the City of Plano, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.

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

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

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

WHEREAS, the City is a member of ACSC; and

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

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

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

Section II. The City is further authorized to pay its 2015 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section III. A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

David Barber
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
Post Office Box 90231
Arlington, Texas 76004-3231

Section IV. This Resolution shall become effective immediately.

DULY PASSED AND APPROVED on this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Toshia Kimball -x- 7479				
CAPTION				
A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2015 and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: The Quarterly Investment Portfolio Summary relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending March 31, 2015.				
List of Supporting Documents: Resolution Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2015 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending March 31, 2015, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending March 31, 2015, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
March 31, 2015

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



City Manager



Director of Finance



Treasurer



Treasury Analyst

Information received since the Federal Open Market Committee met in March suggests that economic growth slowed during the winter months, in part reflecting transitory factors. The pace of job gains moderated, and the unemployment rate remained steady. A range of labor market indicators suggests that underutilization of labor resources was little changed. Growth in household spending declined; households' real incomes rose strongly, partly reflecting earlier declines in energy prices, and consumer sentiment remains high. Business fixed investment softened, the recovery in the housing sector remained slow, and exports declined. Inflation continued to run below the Committee's longer-run objective, partly reflecting earlier declines in energy prices and decreasing prices of non-energy imports. Market-based measures of inflation compensation remain low; survey-based measures of longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. Although growth in output and employment slowed during the first quarter, the Committee continues to expect that, with appropriate policy accommodation, economic activity will expand at a moderate pace, with labor market indicators continuing to move toward levels the Committee judges consistent with its dual mandate. The Committee continues to see the risks to the outlook for economic activity and the labor market as nearly balanced. Inflation is anticipated to remain near its recent low level in the near term, but the Committee expects inflation to rise gradually toward 2 percent over the medium term as the labor market improves further and the transitory effects of declines in energy and import prices dissipate. The Committee continues to monitor inflation developments closely.

To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that the current 0 to 1/4 percent target range for the federal funds rate remains appropriate. In determining how long to maintain this target range, the Committee will assess progress--both realized and expected--toward its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. The Committee anticipates that it will be appropriate to raise the target range for the federal funds rate when it has seen further improvement in the labor market and is reasonably confident that inflation will move back to its 2 percent objective over the medium term.

The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. This policy, by keeping the Committee's holdings of longer-term securities at sizable levels, should help maintain accommodative financial conditions.

When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent. The Committee currently anticipates that, even after employment and inflation are near mandate-consistent levels, economic conditions may, for some time, warrant keeping the target federal funds rate below levels the Committee views as normal in the longer run.

Voting for the FOMC monetary policy action were: Janet L. Yellen, Chair; William C. Dudley, Vice Chairman; Lael Brainard; Charles L. Evans; Stanley Fischer; Jeffrey M. Lacker; Dennis P. Lockhart; Jerome H. Powell; Daniel K. Tarullo; and John C. Williams.

Asset Type	Avg Yield	March 31, 2015		December 31, 2014	
		End Book Value	End Market Value	End Book Value	End Market Value
Pools/NOW Accounts	0.11%	106,950,308.20	106,950,308.20	112,039,882.53	112,039,882.53
Certificates of Deposit	0.59%	39,957,337.02	39,957,337.02	44,949,868.31	44,949,868.31
FFCB Bonds	0.62%	1,998,746.96	2,003,500.00	-	-
FHLB Bonds	0.73%	50,061,573.82	50,143,539.91	26,168,405.58	26,235,482.82
FHLMC Bonds	1.18%	91,392,788.65	91,777,171.50	84,465,672.66	84,899,966.00
FNMA Bonds	1.18%	24,543,154.15	24,596,492.15	24,681,603.68	24,801,312.11
Municipal Bonds	0.87%	157,978,410.56	158,114,881.40	149,083,748.02	148,876,052.60
TVA Bonds	0.86%	13,965,927.42	13,933,348.64	-	-
Totals		486,848,246.78	487,476,578.82	441,389,180.78	441,802,564.37

Average Yield (1):

Total Portfolio 0.77%

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

Total Portfolio 0.78%

This Quarter:

Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.60%
TexPool Yield	0.05%

Last 12 Months:

Rolling Six Month Treasury Yield	0.07%
Rolling Two Year Treasury Yield	0.52%
TexPool Yield	0.04%

Investment Earnings (3):

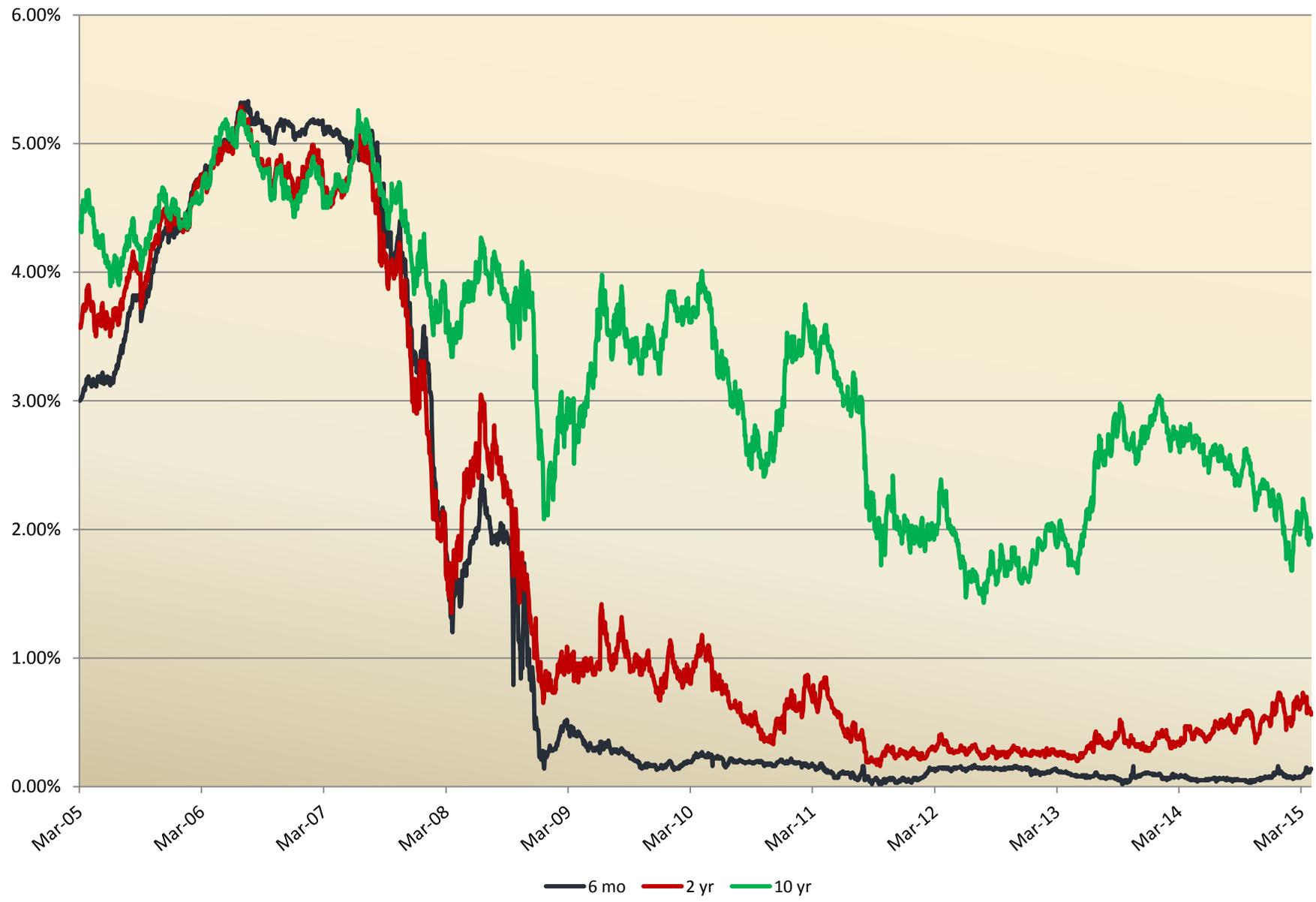
Quarter \$ 1,170,306
Fiscal Year To Date \$ 1,818,459

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

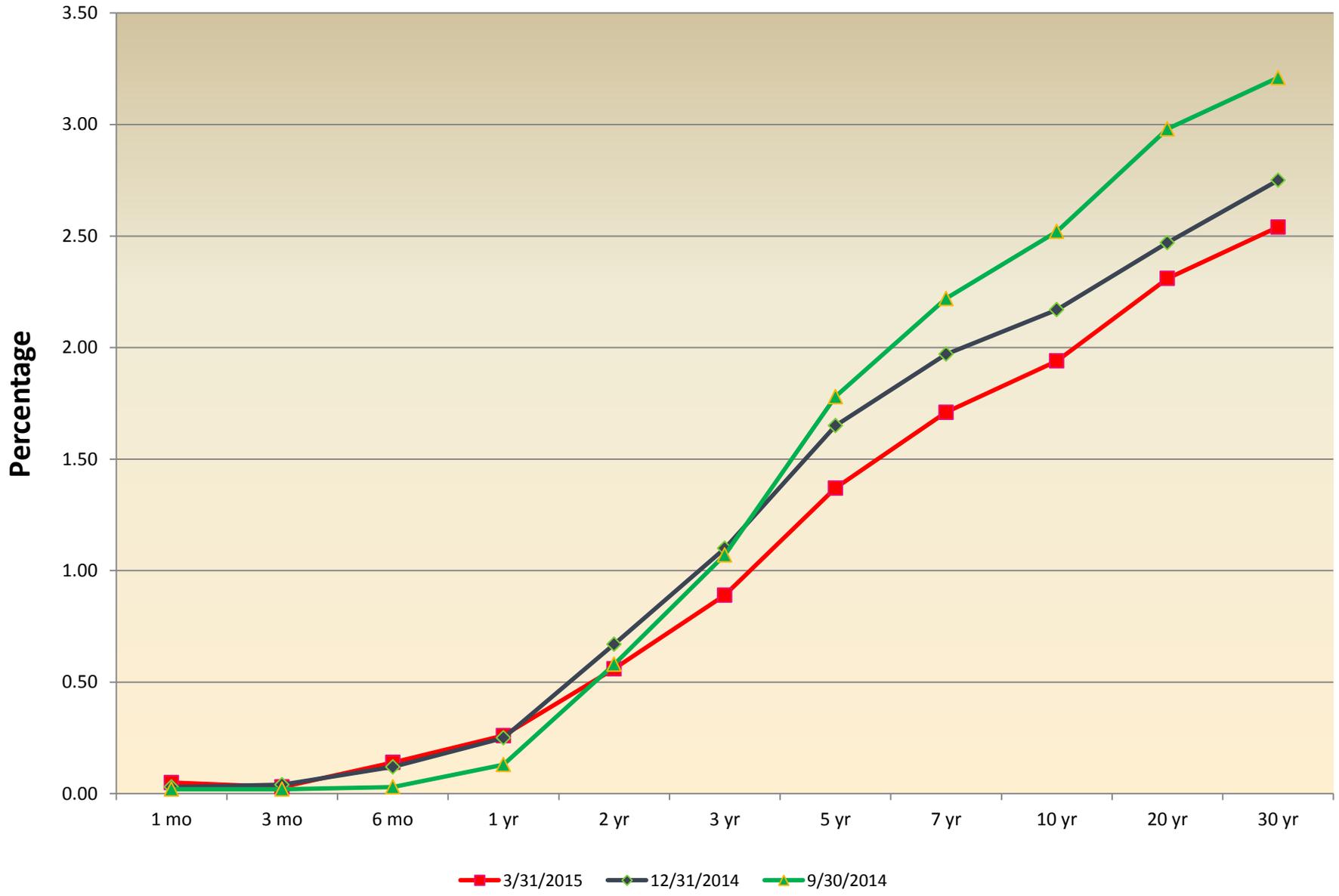
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
March 31, 2015

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Call Date	Purchased Par Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	04/01/2015	03/31/2015		25,444,013.45	25,444,013.45	100.00	25,444,013.45	0.03	0.00%	-
Legacy NOW Account		0.15%	04/01/2015	03/31/2015		35,050,190.77	35,050,190.77	100.00	35,050,190.77	0.03	0.15%	-
TexPool		0.05%	04/01/2015	03/31/2015		6,718,072.29	6,718,072.29	100.00	6,718,072.29	0.03	0.05%	-
Texas Daily		0.09%	04/01/2015	03/31/2015		24,738,031.69	24,738,031.69	100.00	24,738,031.69	0.03	0.09%	-
Texas TERM		0.26%	04/01/2015	03/31/2015		15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	0.26%	-
Certificate of Deposit		0.65%	06/01/2015	12/01/2013		246,471.35	246,471.35	100.00	246,471.35	2.03	0.65%	2,128.77
Certificate of Deposit		0.60%	06/10/2015	01/10/2014		99,462.32	99,462.32	100.00	99,462.32	2.33	0.60%	727.57
Certificate of Deposit		0.60%	08/13/2015	03/13/2014		146,638.98	146,638.98	100.00	146,638.98	4.43	0.60%	923.22
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	100.00	245,000.00	7.90	1.25%	2,584.25
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	100.00	245,000.00	8.56	0.45%	314.14
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	100.00	5,190,858.10	9.44	0.25%	2,737.64
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	100.00	10,202,037.58	10.00	0.55%	65,334.97
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	100.00	20,273,838.66	10.98	0.56%	123,487.12
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	100.00	3,061,376.48	11.31	0.50%	16,187.55
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	100.00	246,653.55	11.34	0.45%	1,170.76
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,746.96	100.18	2,003,500.00	18.46	0.62%	3,383.33
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	100.05	4,001,920.00	1.48	0.57%	8,311.11
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	100.29	1,002,916.00	1.87	0.60%	6,888.89
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	100.42	7,622,249.91	10.10	0.68%	8,707.42
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	100.16	6,009,480.00	14.89	0.56%	8,303.33
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	107.12	2,142,398.00	18.62	0.64%	46,125.00
FHLB	Aaa/AA+	0.95%	03/27/2017	01/08/2015	06/27/2015	1,333,333.33	1,333,733.33	100.06	1,334,196.00	23.84	0.94%	140.74
FHLB	Aaa/AA+	1.13%	08/28/2017	02/27/2015	05/28/2015	28,000,000.00	27,998,600.00	100.11	28,030,380.00	28.89	1.13%	29,750.00
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	100.68	13,088,270.00	5.34	2.20%	13,270.83
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	100.68	17,115,430.00	5.34	1.64%	17,354.17
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	106.48	6,388,902.00	15.57	0.93%	66,916.67
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	102.13	30,638,580.00	16.82	0.60%	60,000.00
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	108.11	17,297,056.00	22.56	0.85%	100,000.00
FHLMC	Aaa/AA+	1.00%	04/13/2017	01/13/2015		3,000,000.00	2,997,689.16	100.03	3,000,861.00	24.39	1.04%	6,500.00
FHLMC	Aaa/AA+	1.05%	06/30/2017	01/09/2015	06/30/2015	2,250,000.00	2,249,437.50	99.92	2,248,222.50	26.95	1.06%	5,906.25
FHLMC	Aaa/AA+	1.13%	07/28/2017	01/28/2015	04/28/2015	2,000,000.00	2,000,000.00	99.99	1,999,850.00	27.87	1.13%	3,937.50
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	100.19	15,028,545.00	0.49	1.93%	345,833.33
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	100.15	3,461,201.15	10.85	0.72%	6,820.00
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	101.78	6,106,746.00	11.77	0.89%	2,566.67
Municipal Bond	AA3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	100.34	953,268.00	1.02	0.25%	19,000.00
Municipal Bond	AA2/NA	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	100.07	1,871,271.60	1.02	0.50%	7,791.67
Municipal Bond	AA2/NA	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	100.10	335,341.70	1.48	0.25%	1,470.58
Municipal Bond	AA3/NA	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	100.98	1,312,727.00	2.49	0.50%	19,138.89
Municipal Bond	AA2/AA-	2.00%	07/01/2015	03/26/2015		1,000,000.00	1,004,900.00	100.43	1,004,340.00	3.02	0.14%	5,000.00
Municipal Bond	AA2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	100.68	1,610,912.00	3.02	0.42%	12,000.00
Municipal Bond	AAA/AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	101.16	1,992,832.30	3.02	0.40%	24,625.00
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	101.35	506,750.00	3.48	0.56%	5,277.78
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	101.35	2,027,000.00	3.48	0.43%	21,111.11
Municipal Bond	AA1/AA+	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	100.09	300,273.00	4.03	0.32%	250.00
Municipal Bond	AA2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	100.24	308,788.10	4.03	0.35%	2,033.33
Municipal Bond	AA1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	101.49	700,287.90	4.03	0.70%	5,934.00
Municipal Bond	AAA/AAA	3.00%	08/01/2015	02/05/2015		8,235,000.00	8,348,972.40	100.88	8,307,632.70	4.03	0.17%	38,430.00
Municipal Bond	AAA/AAA	0.18%	08/01/2015	02/05/2015		405,000.00	405,000.00	99.99	404,943.30	4.03	0.18%	113.40
Municipal Bond	AA3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	100.59	1,438,394.10	4.49	0.60%	3,654.44
Municipal Bond	AA2/AA	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	101.02	1,055,679.90	4.49	0.44%	4,005.83
Municipal Bond	NA/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	100.64	2,012,720.00	4.49	0.36%	5,111.11
Municipal Bond	AAA/AAA	1.00%	08/15/2015	03/16/2015		495,000.00	496,633.50	100.22	496,098.90	4.49	0.20%	632.50
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	103.26	1,228,977.50	7.51	0.51%	24,725.56
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	100.11	3,438,606.75	7.51	0.67%	8,720.32
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	102.50	1,025,040.00	8.03	0.76%	13,333.33
Municipal Bond	NA/AA+	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	101.73	1,129,236.30	9.51	0.56%	5,858.33
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	101.47	5,042,810.50	10.07	0.55%	16,566.67
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	103.26	1,445,598.00	10.52	0.54%	7,155.56
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	104.13	744,543.80	10.52	0.52%	4,568.06
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	104.11	1,041,140.00	10.52	0.56%	6,388.89
Municipal Bond	AA2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	103.42	1,292,700.00	11.02	0.57%	4,166.67
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	100.62	2,515,550.00	11.02	0.65%	2,083.33
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	99.84	2,995,170.00	12.03	0.40%	7,500.00
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	104.88	1,048,810.00	12.49	0.57%	23,055.56
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	103.89	5,428,409.25	13.02	0.60%	87,083.33
Municipal Bond	AA+/NA	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	100.50	502,500.00	13.02	0.45%	2,395.83
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	100.37	250,917.50	14.03	1.00%	833.33
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	105.60	4,752,090.00	15.02	0.80%	56,250.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,313.25	105.78	1,983,318.75	16.03	0.77%	16,218.75
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	104.77	1,047,690.00	16.03	0.56%	6,666.67
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	104.72	2,309,120.10	16.49	0.69%	11,270.00
Municipal Bond	AAA/AAA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	99.86	1,997,280.00	18.03	0.55%	6,370.00
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	106.86	1,207,461.50	18.03	0.56%	28,250.00
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	99.68	707,728.00	19.51	0.92%	2,464.96
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	103.92	410,472.15	19.51	0.62%	4,476.67
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	105.82	1,703,718.10	20.03	0.91%	21,466.67
Municipal Bond	AAA/AA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	107.88	2,600,004.40	22.52	0.70%	15,397.22

Detail of Security Holdings
March 31, 2015

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,477,247.74	104.63	2,484,986.25	22.98	0.72%	5,937.50
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,012,796.61	101.02	2,020,320.00	22.98	1.10%	2,400.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	632,114.84	107.27	632,881.20	22.98	0.72%	2,212.50
Municipal Bond	AAA/AA1	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,002,116.65	99.90	1,998,080.00	23.44	0.95%	888.89
Municipal Bond	AA-/NA	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	566,274.19	99.76	563,621.40	24.98	1.10%	94.95
Municipal Bond	AA2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,326,349.45	108.70	1,331,599.50	24.98	0.95%	25,520.83
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,874,287.41	108.43	2,851,656.40	26.00	1.05%	47,427.67
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	101.08	505,410.00	26.00	1.60%	2,666.67
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	99.60	1,289,871.80	28.00	0.86%	1,726.38
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,591,469.04	105.14	5,567,163.00	28.00	1.10%	31,302.28
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,427,752.47	110.09	1,431,144.00	28.46	0.95%	8,604.56
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	101.03	252,567.50	28.46	1.47%	470.22
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,582,267.91	109.78	6,548,555.95	30.00	1.05%	157,774.25
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,122,260.27	106.70	6,097,676.40	31.02	1.18%	95,250.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	541,288.57	108.16	540,805.00	31.48	0.79%	7,555.56
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,074.34	99.40	496,975.00	32.00	1.40%	1,828.33
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,967,075.79	109.41	1,980,248.60	34.03	1.36%	13,599.13
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,406,951.39	100.58	8,448,804.00	34.03	1.30%	18,620.00
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	105.92	1,917,224.40	34.49	1.35%	7,174.24
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,815,858.79	111.31	2,810,527.00	34.49	0.90%	16,131.94
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,066,528.00	100.66	8,052,800.00	35.41	1.36%	5,866.67
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	541,502.05	107.99	539,970.00	36.95	1.65%	9,256.25
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	270,751.02	107.99	269,985.00	36.95	1.65%	4,628.12
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,055,741.68	111.61	3,035,873.60	37.97	1.48%	49,957.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	262,452.68	107.62	263,673.90	37.97	1.38%	3,021.67
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	228,216.29	101.04	227,328.75	38.95	1.65%	1,185.19
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,998,160.43	101.04	1,990,389.50	38.95	1.65%	10,376.98
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	613,647.34	101.04	611,261.75	38.95	1.65%	3,186.84
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,830,163.36	107.87	2,836,981.00	39.97	1.55%	17,178.28
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.74	254,347.50	40.43	1.92%	613.97
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,303,101.81	109.01	1,313,618.70	40.43	1.53%	6,209.70
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,636,035.30	105.85	2,646,175.00	40.43	1.55%	10,302.08
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,110,030.06	101.08	10,107,600.00	46.00	1.70%	33,333.33
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,704,945.35	110.12	1,706,813.50	46.46	1.69%	8,692.66
TVA	Aaa/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,965,927.42	110.30	13,933,348.64	27.54	0.86%	140,881.89
TOTAL						477,832,978.55	497,325,163.39	486,848,246.78		487,476,578.82	14.07	0.77%	2,267,033.44

(1) (2)

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

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

***Standard and Poor's Ratings Definitions:**

AAA- capacity to meet its financial commitment on the obligation is extremely strong

AA- capacity to meet its financial commitment on the obligation is very strong

A- somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong (may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

Moody's Ratings Definitions:

AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

Detail of Security Holdings
March 31, 2015

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted		Market Price	Market Value	Life (mo)	Yield	Accrued Interest
								Book Value	Value					
Frost NOW Account		0.00%	04/01/2015	03/31/2015		25,444,013.45	25,444,013.45	25,444,013.45		100.00	25,444,013.45	0.03	0.00%	-
Legacy NOW Account		0.15%	04/01/2015	03/31/2015		35,050,190.77	35,050,190.77	35,050,190.77		100.00	35,050,190.77	0.03	0.15%	-
TexPool		0.05%	04/01/2015	03/31/2015		6,718,072.29	6,718,072.29	6,718,072.29		100.00	6,718,072.29	0.03	0.05%	-
Texas Daily		0.09%	04/01/2015	03/31/2015		24,738,031.69	24,738,031.69	24,738,031.69		100.00	24,738,031.69	0.03	0.09%	-
Texas TERM		0.26%	04/01/2015	03/31/2015		15,000,000.00	15,000,000.00	15,000,000.00		100.00	15,000,000.00	0.03	0.26%	-
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,018,130.92		100.19	15,028,545.00	2.03	1.93%	345,833.33
Municipal Bond	AA3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	953,672.51		100.34	953,268.00	2.33	0.25%	19,000.00
Municipal Bond	AA2/NA	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,870,790.57		100.07	1,871,271.60	4.43	0.50%	7,791.67
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,999,898.37		100.05	4,001,920.00	7.90	0.57%	8,311.11
Municipal Bond	AA2/NA	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	335,376.88		100.10	335,341.70	8.56	0.25%	1,470.58
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,001,723.66		100.29	1,002,916.00	9.44	0.60%	6,888.89
Certificate of Deposit		0.65%	06/01/2015	12/01/2013		246,471.35	246,471.35	246,471.35		100.00	246,471.35	10.00	0.65%	2,128.77
Certificate of Deposit		0.60%	06/10/2015	01/10/2014		99,462.32	99,462.32	99,462.32		100.00	99,462.32	10.98	0.60%	727.57
Municipal Bond	AA3/NA	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,312,105.28		100.98	1,312,727.00	11.31	0.50%	19,138.89
Municipal Bond	AA2/AA-	2.00%	07/01/2015	03/26/2015		1,000,000.00	1,004,900.00	1,004,647.42		100.43	1,004,340.00	11.34	0.14%	5,000.00
Municipal Bond	AA2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,610,362.20		100.68	1,610,912.00	18.46	0.42%	12,000.00
Municipal Bond	AAA/AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	1,992,720.22		101.16	1,992,832.30	1.48	0.40%	24,625.00
Municipal Bond	AAA/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	506,397.58		101.35	506,750.00	1.87	0.56%	5,277.78
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,026,393.66		101.35	2,027,000.00	10.10	0.43%	21,111.11
Municipal Bond	AA1/AA+	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,181.74		100.09	300,273.00	14.89	0.32%	250.00
Municipal Bond	AA2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	308,747.24		101.24	308,788.10	18.62	0.35%	2,033.33
Municipal Bond	AA1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	700,278.91		101.49	700,287.90	23.84	0.70%	5,934.00
Municipal Bond	AAA/AAA	3.00%	08/01/2015	02/05/2015		8,235,000.00	8,348,972.40	8,314,201.16		100.88	8,307,632.70	28.89	0.17%	38,430.00
Municipal Bond	AAA/AAA	0.18%	08/01/2015	02/05/2015		405,000.00	405,000.00	405,000.00		99.99	404,943.30	5.34	0.18%	113.40
Certificate of Deposit		0.60%	08/13/2015	03/13/2014		146,638.98	146,638.98	146,638.98		100.00	146,638.98	5.34	0.60%	923.22
Municipal Bond	AA3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,437,446.44		100.59	1,438,394.10	15.57	0.60%	3,654.44
Municipal Bond	AA2/AA	3.00%	08/15/2015	01/16/2013		1,430,000.00	1,113,562.45	1,054,981.99		101.02	1,055,679.90	16.82	0.44%	4,005.83
Municipal Bond	NA/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,012,230.91		100.64	2,012,720.00	22.56	0.36%	5,111.11
Municipal Bond	AAA/AAA	1.00%	08/15/2015	03/16/2015		495,000.00	496,633.50	496,472.30		100.22	496,098.90	24.39	0.20%	632.50
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,975,219.06		100.68	13,088,270.00	26.95	2.20%	13,270.83
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,007,979.27		100.68	17,115,430.00	27.87	1.64%	17,354.17
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,226,917.58		103.26	1,228,770.20	0.49	0.51%	24,725.56
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00		100.11	3,438,606.75	10.85	0.67%	8,720.32
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	245,000.00		100.00	245,000.00	11.77	1.25%	2,584.25
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,021,410.53		102.50	1,025,040.00	1.02	0.76%	13,333.33
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	245,000.00		100.00	245,000.00	1.02	0.45%	314.14
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10		100.00	5,190,858.10	1.48	0.25%	2,737.64
Municipal Bond	NA/AA+	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,126,940.25		101.73	1,129,236.30	2.49	0.56%	5,858.33
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	10,202,037.58		100.00	10,202,037.58	3.02	0.55%	65,334.97
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,029,972.21		101.47	5,042,810.50	3.02	0.55%	16,566.67
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,591,515.49		100.42	7,622,249.91	3.02	0.68%	8,707.42
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,442,199.56		103.26	1,445,598.00	3.48	0.54%	7,155.56
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	742,874.20		104.13	744,543.80	3.48	0.52%	4,568.06
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,038,608.55		104.11	1,041,140.00	4.03	0.56%	6,388.89
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,449,048.92		101.50	3,461,201.15	4.03	0.72%	6,820.00
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	20,273,838.66		100.00	20,273,838.66	4.03	0.56%	123,487.12
Municipal Bond	AA2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,289,114.85		103.42	1,292,700.00	4.03	0.57%	4,166.67
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,507,950.14		100.62	2,515,550.00	4.03	0.65%	2,083.33
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	3,061,376.48		100.00	3,061,376.48	4.49	0.50%	16,187.55
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	246,653.55		100.00	246,653.55	4.49	0.45%	1,170.76
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,075,974.31		101.78	6,106,746.00	4.49	0.89%	2,566.67
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,002,951.74		99.84	2,995,170.00	4.49	0.40%	7,500.00
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,045,726.24		104.88	1,048,810.00	7.51	0.57%	23,055.56
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,416,242.22		103.89	5,428,409.25	7.51	0.60%	87,083.33
Municipal Bond	AA+/NA	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	503,775.87		100.50	502,500.00	8.03	0.45%	2,395.83
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00		100.37	250,917.50	9.51	1.00%	833.33
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,997,553.84		100.16	6,009,480.00	10.07	0.56%	8,303.33
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,733,673.73		105.60	4,752,090.00	10.52	0.80%	56,250.00
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,349,157.42		106.48	6,388,902.00	10.52	0.93%	66,916.67
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,984,379.42		105.78	1,983,318.75	10.52	0.77%	16,218.75
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,045,589.79		104.77	1,047,690.00	11.02	0.56%	6,666.67
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,304,238.43		104.72	2,309,120.10	11.02	0.69%	11,270.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,582,253.00		102.13	30,638,580.00	12.03	0.60%	60,000.00
Municipal Bond	AAA/AAA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,002,590.32		99.86	1,997,280.00	12.49	0.55%	6,370.00
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,204,638.17		106.86	1,207,461.50	13.02	0.56%	28,250.00
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,998,746.96		100.18	2,003,500.00	13.02	0.62%	3,383.33
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,138,540.60		107.12	2,142,398.00	14.03	0.64%	46,125.00
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00		99.68	707,728.00	15.02	0.92%	2,464.96
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	410,1						

Detail of Security Holdings
March 31, 2015

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FHLMC	Aaa/AA+	1.00%	04/13/2017	01/13/2015		3,000,000.00	2,997,450.00	2,997,689.16	100.03	3,000,861.00	22.98	1.04%	6,500.00
Municipal Bond	AA-/NA	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	566,274.19	99.76	563,621.40	22.98	1.10%	94.95
Municipal Bond	AA2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,326,349.45	108.70	1,331,599.50	22.98	0.95%	25,520.83
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,874,287.41	108.43	2,851,656.40	23.44	1.05%	47,427.67
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	101.08	505,410.00	24.98	1.60%	2,666.67
FHLMC	Aaa/AA+	1.05%	06/30/2017	01/09/2015	06/30/2015	2,250,000.00	2,249,437.50	2,249,487.96	99.92	2,248,222.50	24.98	1.06%	5,906.25
TVA	Aaa/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,965,927.42	110.30	13,933,348.64	26.00	0.86%	140,881.89
FHLMC	Aaa/AA+	1.13%	07/28/2017	01/28/2015	04/28/2015	2,000,000.00	2,000,000.00	2,000,000.00	99.99	1,999,850.00	26.00	1.13%	3,937.50
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	99.60	1,289,871.80	28.00	0.86%	1,726.38
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,591,469.04	105.14	5,567,163.00	28.00	1.10%	31,302.28
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,427,752.47	110.09	1,431,144.00	28.46	0.95%	8,604.56
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	101.03	252,567.50	28.46	1.47%	470.22
FHLB	Aaa/AA+	1.13%	08/28/2017	02/27/2015	05/28/2015	28,000,000.00	27,998,600.00	27,998,649.07	100.11	28,030,380.00	30.00	1.13%	29,750.00
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,582,267.91	109.78	6,548,555.95	31.02	1.05%	157,774.25
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,122,260.27	106.70	6,097,676.40	31.48	1.18%	95,250.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	541,288.57	108.16	540,805.00	32.00	0.79%	7,555.56
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,074.34	99.40	496,975.00	34.03	1.40%	1,828.33
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,967,075.79	109.41	1,980,248.60	34.03	1.36%	13,599.13
Municipal Bond	AA2/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,406,951.39	100.58	8,448,804.00	34.49	1.30%	18,620.00
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	105.92	1,917,224.40	34.49	1.35%	7,174.24
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,815,858.79	111.31	2,810,527.00	35.41	0.90%	16,131.94
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,066,528.00	100.66	8,052,800.00	36.95	1.36%	5,866.67
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	541,502.05	107.99	539,970.00	36.95	1.65%	9,256.25
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	270,751.02	107.99	269,985.00	37.97	1.65%	4,628.12
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,055,741.68	111.61	3,035,873.60	37.97	1.48%	49,957.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	262,452.68	107.62	263,673.90	38.95	1.38%	3,021.67
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	228,216.29	101.04	227,328.75	38.95	1.65%	1,185.19
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,998,160.43	101.04	1,990,389.50	38.95	1.65%	10,376.98
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	613,647.34	101.04	611,261.75	39.97	1.65%	3,186.84
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,830,163.36	107.87	2,836,981.00	40.43	1.55%	17,178.28
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.74	254,347.50	40.43	1.92%	613.97
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,303,101.81	109.01	1,313,618.70	40.43	1.53%	6,209.70
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,636,035.30	105.85	2,646,175.00	46.00	1.55%	10,302.08
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,110,030.06	101.08	10,107,600.00	46.46	1.70%	33,333.33
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,704,945.35	110.12	1,706,813.50	27.54	1.69%	8,692.66
TOTAL						477,832,978.55	497,325,163.39	486,848,246.78		487,476,578.82	14.07	0.77%	2,267,033.44

(1) (2)

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

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

***Standard and Poor's Ratings Definitions:**

AAA- capacity to meet its financial commitment on the obligation is extremely strong

AA- capacity to meet its financial commitment on the obligation is very strong

A- somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong

(may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

Moody's Ratings Definitions:

AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

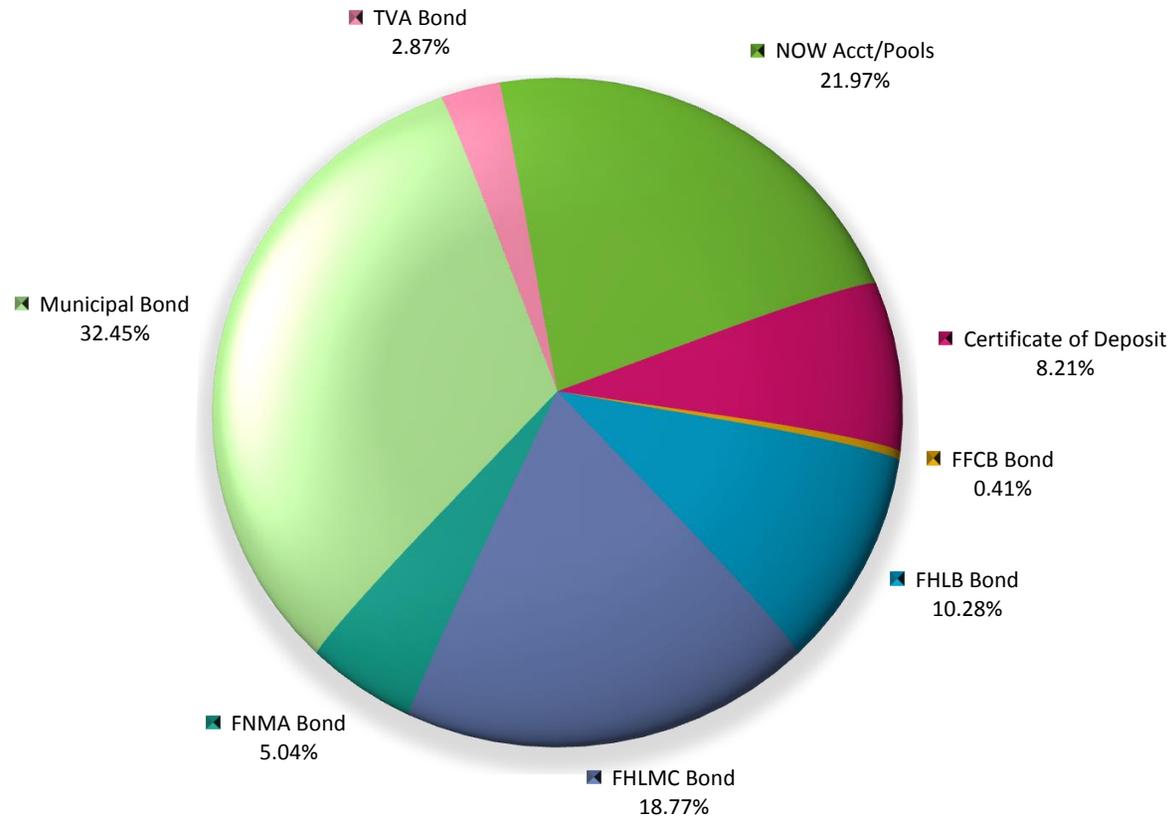
AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

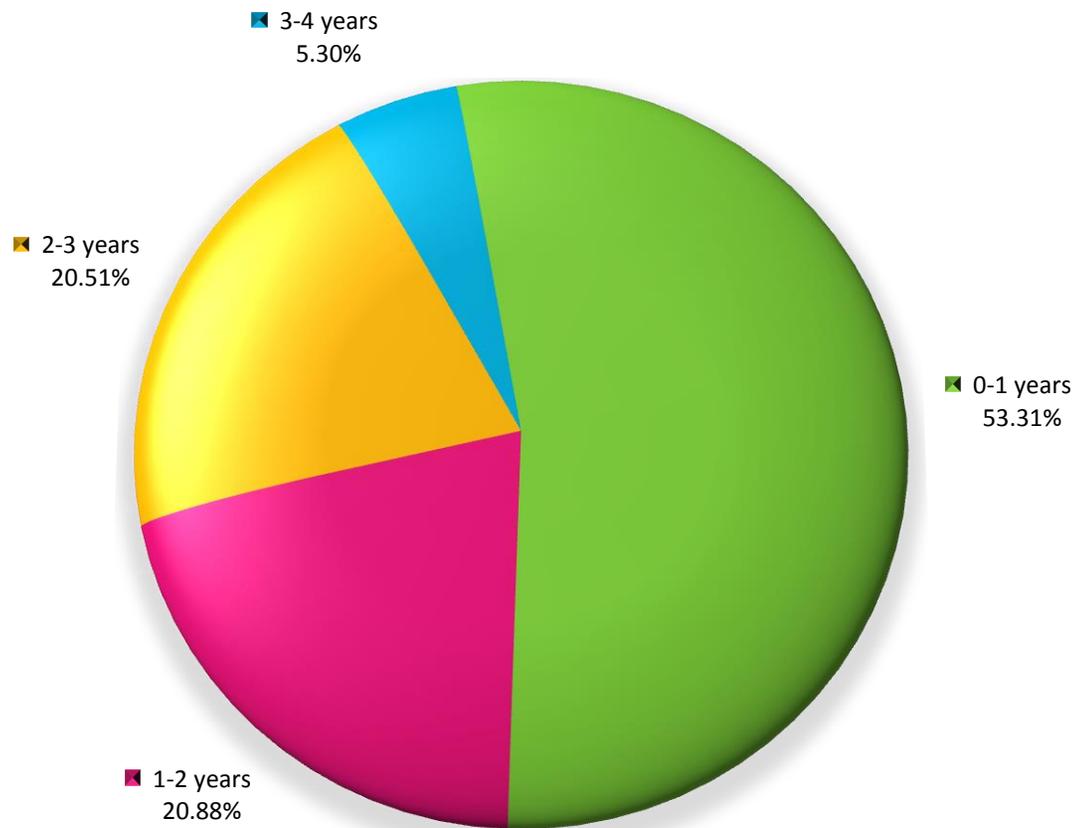
(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking;

and the modifier 3 indicates a ranking in the lower end of that generic rating category)

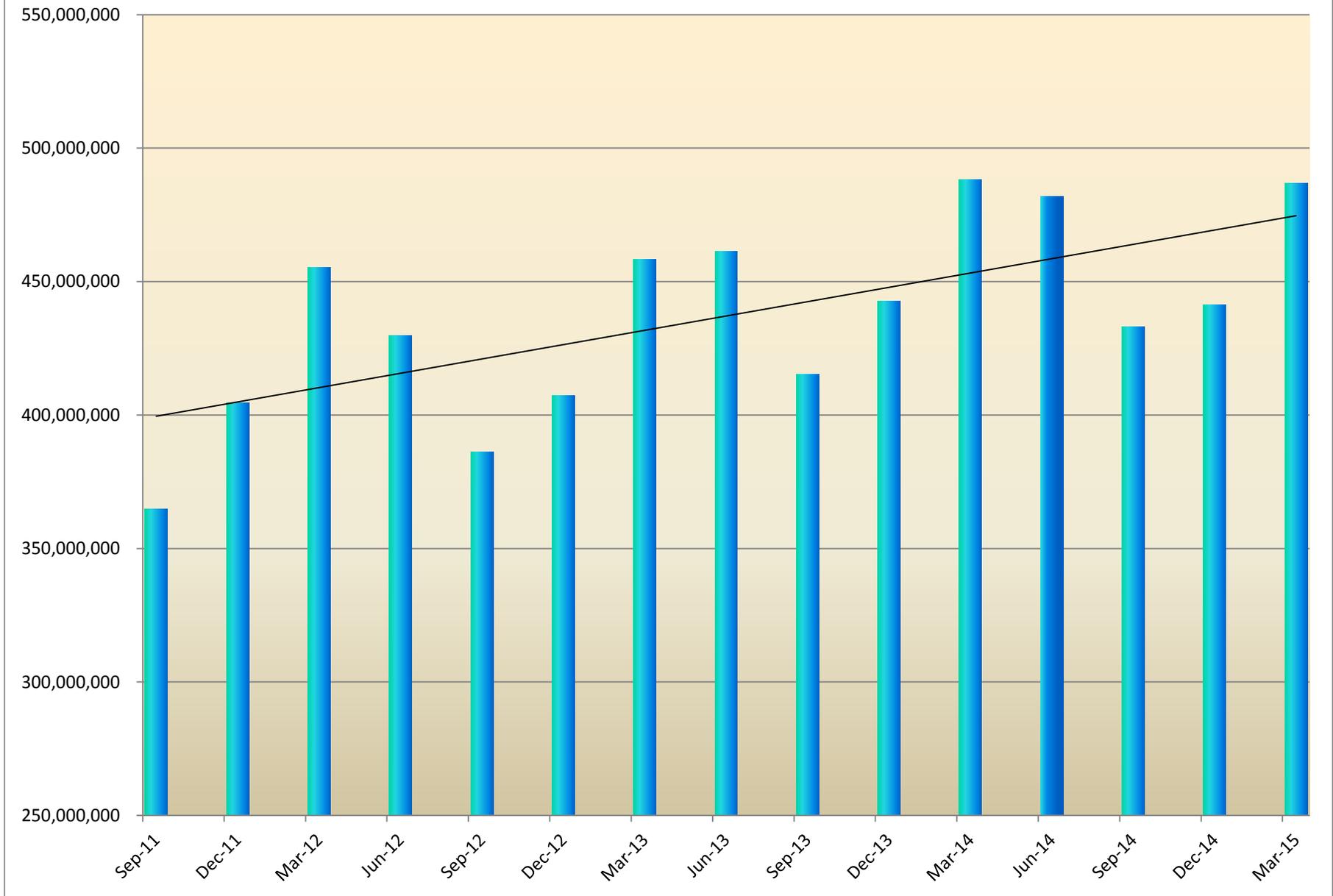
Portfolio Composition 3/31/15



Portfolio Maturities 3/31/15



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	December 31, 2014			March 31, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Frost NOW Account	0.00%	04/01/15	25,612,116.37	25,612,116.37	-	(168,102.92)	25,444,013.45	25,444,013.45
Legacy NOW Account	0.15%	04/01/15	34,480,616.30	34,480,616.30	569,574.47	-	35,050,190.77	35,050,190.77
TexPool	0.05%	04/01/15	31,465,708.46	31,465,708.46	-	(24,747,636.17)	6,718,072.29	6,718,072.29
Texas Daily	0.09%	04/01/15	20,481,441.40	20,481,441.40	4,256,590.29	-	24,738,031.69	24,738,031.69
Texas TERM	0.26%	04/01/15	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	0.40%	01/13/15	5,149,573.87	5,149,573.87	-	(5,149,573.87)	-	-
Certificate of Deposit	0.30%	03/12/15	2,500,000.00	2,500,000.00	-	(2,500,000.00)	-	-
Certificate of Deposit	0.30%	03/12/15	2,533,815.52	2,533,815.52	-	(2,533,815.52)	-	-
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	-	-	246,471.35	246,471.35
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	-	-	99,462.32	99,462.32
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.25%	01/13/16	-	-	5,190,858.10	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	-	246,653.55	246,653.55
FFCB Bond	0.62%	10/14/16	-	-	1,998,746.96	-	2,000,000.00	1,998,746.96
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,574,469.46	-	(7,574,469.46)	-	-
FHLB Bond	0.57%	05/15/15	4,000,000.00	3,999,737.90	160.47	-	4,000,000.00	3,999,898.37
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,005,170.99	-	(3,447.33)	1,000,000.00	1,001,723.66
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,591,958.32	-	(442.83)	7,590,000.00	7,591,515.49
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,997,068.91	484.93	-	6,000,000.00	5,997,553.84
FHLB Bond	0.64%	10/19/16	-	-	2,138,540.60	-	2,000,000.00	2,138,540.60
FHLB Bond	0.95%	03/27/17	-	-	4,001,200.00	(2,666,666.67)	1,333,333.33	1,333,692.79
FHLB Bond	1.13%	08/28/17	-	-	27,998,649.07	-	28,000,000.00	27,998,649.07
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,961,536.33	13,682.73	-	13,000,000.00	12,975,219.06
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,012,385.00	-	(4,405.73)	17,000,000.00	17,007,979.27
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,415,313.56	-	(66,156.14)	6,000,000.00	6,349,157.42
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,684,402.65	-	(102,149.65)	30,000,000.00	30,582,253.00
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,392,035.12	-	(161,032.34)	16,000,000.00	17,231,002.78
FHLMC Bond	1.04%	04/13/17	-	-	2,997,689.16	-	3,000,000.00	2,997,689.16
FHLMC Bond	1.06%	06/30/17	-	-	2,249,487.96	-	2,250,000.00	2,249,487.96
FHLMC Bond	1.13%	07/28/17	-	-	2,000,000.00	-	2,000,000.00	2,000,000.00
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,126,916.44	-	(108,785.52)	15,000,000.00	15,018,130.92
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,459,666.45	-	(10,617.53)	3,410,000.00	3,449,048.92
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,095,020.79	-	(19,046.48)	6,000,000.00	6,075,974.31
Municipal Bond	0.39%	02/01/15	1,330,000.00	1,334,183.55	-	(1,334,183.55)	-	-
Municipal Bond	0.22%	02/01/15	285,000.00	285,792.64	-	(285,792.64)	-	-
Municipal Bond	0.22%	02/01/15	575,000.00	576,599.19	-	(576,599.19)	-	-
Municipal Bond	0.23%	02/01/15	665,000.00	666,032.02	-	(666,032.02)	-	-
Municipal Bond	0.23%	02/15/15	300,000.00	300,677.66	-	(300,677.66)	-	-
Municipal Bond	0.35%	02/15/15	375,000.00	376,242.30	-	(376,242.30)	-	-
Municipal Bond	0.36%	02/15/15	2,880,000.00	2,898,516.58	-	(2,898,516.58)	-	-
Municipal Bond	0.25%	02/15/15	250,000.00	251,179.30	-	(251,179.30)	-	-
Municipal Bond	0.50%	03/01/15	1,250,000.00	1,251,019.87	-	(1,251,019.87)	-	-
Municipal Bond	0.25%	05/01/15	950,000.00	964,334.64	-	(10,662.13)	950,000.00	953,672.51
Municipal Bond	0.50%	05/01/15	1,870,000.00	1,873,085.76	-	(2,295.19)	1,870,000.00	1,870,790.57
Municipal Bond	0.25%	05/15/15	335,000.00	336,130.62	-	(753.74)	335,000.00	335,376.88
Municipal Bond	0.50%	06/15/15	1,300,000.00	1,326,440.47	-	(14,335.19)	1,300,000.00	1,312,105.28
Municipal Bond	0.14%	07/01/15	-	-	1,004,647.42	-	1,000,000.00	1,004,647.42
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,620,499.13	-	(10,136.93)	1,600,000.00	1,610,362.20
Municipal Bond	0.40%	07/01/15	1,970,000.00	2,014,946.51	-	(22,226.29)	1,970,000.00	1,992,720.22
Municipal Bond	0.56%	07/15/15	500,000.00	511,829.48	-	(5,431.90)	500,000.00	506,397.58
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,048,803.38	-	(22,409.72)	2,000,000.00	2,026,393.66
Municipal Bond	0.32%	08/01/15	300,000.00	300,314.71	-	(132.97)	300,000.00	300,181.74
Municipal Bond	0.35%	08/01/15	305,000.00	311,489.13	-	(2,741.89)	305,000.00	308,747.24
Municipal Bond	0.70%	08/01/15	690,000.00	707,800.06	-	(7,521.15)	690,000.00	700,278.91
Municipal Bond	0.17%	08/01/15	-	-	8,314,201.16	-	8,235,000.00	8,314,201.16
Municipal Bond	0.18%	08/01/15	-	-	405,000.00	-	405,000.00	405,000.00
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,442,338.26	-	(4,891.82)	1,430,000.00	1,437,446.44
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,061,539.51	-	(6,557.52)	1,045,000.00	1,054,981.99
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,020,265.81	-	(8,034.90)	2,000,000.00	2,012,230.91
Municipal Bond	0.20%	08/15/15	-	-	496,472.30	-	495,000.00	496,472.30
Municipal Bond	0.51%	11/15/15	-	-	1,226,917.58	-	1,190,000.00	1,226,917.58
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	December 31, 2014			March 31, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,241,426.68	-	(1,241,426.68)	-	-
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,029,275.63	-	(7,865.10)	1,000,000.00	1,021,410.53
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,132,197.56	-	(5,257.31)	1,110,000.00	1,126,940.25
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,047,553.65	-	(17,581.44)	4,970,000.00	5,029,972.21
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,454,031.21	-	(11,831.65)	1,400,000.00	1,442,199.56
Municipal Bond	0.52%	02/15/16	715,000.00	750,689.40	-	(7,815.20)	715,000.00	742,874.20
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,049,433.38	-	(10,824.83)	1,000,000.00	1,038,608.55
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,299,592.04	-	(10,477.19)	1,250,000.00	1,289,114.85
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,510,079.64	-	(2,129.50)	2,500,000.00	2,507,950.14
Municipal Bond	0.40%	04/01/16	-	-	3,002,951.74	-	3,000,000.00	3,002,951.74
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,056,527.72	-	(10,801.48)	1,000,000.00	1,045,726.24
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,459,596.88	-	(43,354.66)	5,225,000.00	5,416,242.22
Municipal Bond	0.45%	05/01/16	-	-	503,775.87	-	500,000.00	503,775.87
Municipal Bond	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,779,592.15	-	(45,918.42)	4,500,000.00	4,733,673.73
Municipal Bond	0.77%	08/01/16	1,875,000.00	2,004,510.60	-	(20,131.18)	1,875,000.00	1,984,379.42
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,053,980.54	-	(8,390.75)	1,000,000.00	1,045,589.79
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,321,994.81	-	(17,756.38)	2,205,000.00	2,304,238.43
Municipal Bond	0.55%	10/01/16	-	-	2,002,590.32	-	2,000,000.00	2,002,590.32
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,216,851.69	-	(12,213.52)	1,130,000.00	1,204,638.17
Municipal Bond	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bond	0.62%	11/15/16	395,000.00	412,384.63	-	(2,284.11)	395,000.00	410,100.52
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,703,320.48	-	(11,981.24)	1,610,000.00	1,691,339.24
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,626,823.89	-	(25,114.73)	2,410,000.00	2,601,709.16
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,490,375.13	-	(13,127.39)	2,375,000.00	2,477,247.74
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,014,439.55	-	(1,642.94)	2,000,000.00	2,012,796.61
Municipal Bond	0.72%	03/01/17	590,000.00	637,521.88	-	(5,407.04)	590,000.00	632,114.84
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,002,383.08	-	(266.43)	2,000,000.00	2,002,116.65
Municipal Bond	1.10%	05/01/17	-	-	566,274.19	-	565,000.00	566,274.19
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,338,319.86	-	(11,970.41)	1,225,000.00	1,326,349.45
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,902,012.34	-	(27,724.93)	2,630,000.00	2,874,287.41
Municipal Bond	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bond	0.86%	08/01/17	-	-	1,295,000.00	-	1,295,000.00	1,295,000.00
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,622,712.84	-	(31,243.80)	5,295,000.00	5,591,469.04
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,440,998.70	-	(13,246.23)	1,300,000.00	1,427,752.47
Municipal Bond	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,642,982.78	-	(60,714.87)	5,965,000.00	6,582,267.91
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,161,005.96	-	(38,745.69)	5,715,000.00	6,122,260.27
Municipal Bond	0.79%	11/15/17	500,000.00	545,159.37	-	(3,870.80)	500,000.00	541,288.57
Municipal Bond	1.40%	12/01/17	500,000.00	495,712.34	362.00	-	500,000.00	496,074.34
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,980,695.08	-	(13,619.29)	1,810,000.00	1,967,075.79
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,407,554.11	-	(602.72)	8,400,000.00	8,406,951.39
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,825,168.38	-	(15,168.38)	1,810,000.00	1,810,000.00
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,840,742.14	-	(24,883.35)	2,525,000.00	2,815,858.79
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,072,072.00	-	(5,544.00)	8,000,000.00	8,066,528.00
Municipal Bond	1.65%	05/01/18	500,000.00	544,816.32	-	(3,314.27)	500,000.00	541,502.05
Municipal Bond	1.65%	05/01/18	250,000.00	272,408.16	-	(1,657.14)	250,000.00	270,751.02
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,081,835.59	-	(26,093.91)	2,720,000.00	3,055,741.68
Municipal Bond	1.38%	06/01/18	245,000.00	263,809.11	-	(1,356.43)	245,000.00	262,452.68
Municipal Bond	1.65%	07/01/18	605,000.00	614,302.44	-	(655.10)	605,000.00	613,647.34
Municipal Bond	1.65%	07/01/18	1,970,000.00	2,000,293.80	(2,133.37)	-	1,970,000.00	1,998,160.43
Municipal Bond	1.65%	07/01/18	225,000.00	228,459.95	(243.66)	-	225,000.00	228,216.29
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,844,941.62	-	(14,778.26)	2,630,000.00	2,830,163.36
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,310,262.53	-	(7,160.72)	1,205,000.00	1,303,101.81
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,645,964.88	-	(9,929.58)	2,500,000.00	2,636,035.30
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,117,088.30	-	(7,058.24)	10,000,000.00	10,110,030.06
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,714,786.62	-	(9,841.27)	1,550,000.00	1,704,945.35
TVA Bond	0.86%	07/18/17	-	-	13,965,927.42	-	12,632,000.00	13,965,927.42
TOTAL			\$ 432,679,750.84	\$ 441,389,180.78	\$ 101,197,407.71	\$ (55,737,501.17)	\$ 477,832,978.55	\$ 486,848,246.78

Market Value Comparison

Security Description	Yield	Maturity Date	December 31, 2014		Qtr to Qtr Change (1)	March 31, 2015	
			Par Value	Market Value		Par Value	Market Value
Frost NOW Account	0.00%	04/01/15	25,612,116.37	25,612,116.37	(168,102.92)	25,444,013.45	25,444,013.45
Legacy NOW Account	0.15%	04/01/15	34,480,616.30	34,480,616.30	569,574.47	35,050,190.77	35,050,190.77
TexPool	0.05%	04/01/15	31,465,708.46	31,465,708.46	(24,747,636.17)	6,718,072.29	6,718,072.29
Texas Daily	0.09%	04/01/15	20,481,441.40	20,481,441.40	4,256,590.29	24,738,031.69	24,738,031.69
Texas TERM	0.26%	04/01/15	-	-	15,000,000.00	15,000,000.00	15,000,000.00
Certificate of Deposit	0.40%	01/13/15	5,149,573.87	5,149,573.87	(5,149,573.87)	-	-
Certificate of Deposit	0.30%	03/12/15	2,500,000.00	2,500,000.00	(2,500,000.00)	-	-
Certificate of Deposit	0.30%	03/12/15	2,533,815.52	2,533,815.52	(2,533,815.52)	-	-
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	-	246,471.35	246,471.35
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	-	99,462.32	99,462.32
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.25%	01/13/16	-	-	5,190,858.10	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	246,653.55	246,653.55
FFCB Bond	0.62%	10/14/16	-	-	2,003,500.00	2,000,000.00	2,003,500.00
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,603,225.94	(7,603,225.94)	-	-
FHLB Bond	0.57%	05/15/15	4,000,000.00	4,004,992.00	(3,072.00)	4,000,000.00	4,001,920.00
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,007,325.00	(4,409.00)	1,000,000.00	1,002,916.00
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,627,433.88	(5,183.97)	7,590,000.00	7,622,249.91
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,992,506.00	16,974.00	6,000,000.00	6,009,480.00
FHLB Bond	0.64%	10/19/16	-	-	2,142,398.00	2,000,000.00	2,142,398.00
FHLB Bond	0.95%	03/27/17	-	-	1,334,196.00	1,333,333.33	1,334,196.00
FHLB Bond	1.13%	08/28/17	-	-	28,030,380.00	28,000,000.00	28,030,380.00
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,133,276.00	(45,006.00)	13,000,000.00	13,088,270.00
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,174,284.00	(58,854.00)	17,000,000.00	17,115,430.00
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,457,440.00	(68,538.00)	6,000,000.00	6,388,902.00
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,716,310.00	(77,730.00)	30,000,000.00	30,638,580.00
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,418,656.00	(121,600.00)	16,000,000.00	17,297,056.00
FHLMC Bond	1.04%	04/13/17	-	-	3,000,861.00	3,000,000.00	3,000,861.00
FHLMC Bond	1.06%	06/30/17	-	-	2,248,222.50	2,250,000.00	2,248,222.50
FHLMC Bond	1.13%	07/28/17	-	-	1,999,850.00	2,000,000.00	1,999,850.00
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,207,825.00	(179,280.00)	15,000,000.00	15,028,545.00
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,471,963.11	(10,761.96)	3,410,000.00	3,461,201.15
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,121,524.00	(14,778.00)	6,000,000.00	6,106,746.00
Municipal Bond	0.39%	02/01/15	1,330,000.00	1,333,364.90	(1,333,364.90)	-	-
Municipal Bond	0.22%	02/01/15	285,000.00	285,698.25	(285,698.25)	-	-
Municipal Bond	0.22%	02/01/15	575,000.00	576,437.50	(576,437.50)	-	-
Municipal Bond	0.23%	02/01/15	665,000.00	665,824.60	(665,824.60)	-	-
Municipal Bond	0.23%	02/15/15	300,000.00	300,621.00	(300,621.00)	-	-
Municipal Bond	0.35%	02/15/15	375,000.00	376,080.00	(376,080.00)	-	-
Municipal Bond	0.36%	02/15/15	2,880,000.00	2,896,416.00	(2,896,416.00)	-	-
Municipal Bond	0.25%	02/15/15	250,000.00	250,962.50	(250,962.50)	-	-
Municipal Bond	0.50%	03/01/15	1,250,000.00	1,251,500.00	(1,251,500.00)	-	-
Municipal Bond	0.25%	05/01/15	950,000.00	963,338.00	(10,070.00)	950,000.00	953,268.00
Municipal Bond	0.50%	05/01/15	1,870,000.00	1,874,712.40	(3,440.80)	1,870,000.00	1,871,271.60
Municipal Bond	0.25%	05/15/15	335,000.00	335,964.80	(623.10)	335,000.00	335,341.70
Municipal Bond	0.50%	06/15/15	1,300,000.00	1,327,768.00	(15,041.00)	1,300,000.00	1,312,727.00
Municipal Bond	0.14%	07/01/15	-	-	1,004,340.00	1,000,000.00	1,004,340.00
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,622,144.00	(11,232.00)	1,600,000.00	1,610,912.00
Municipal Bond	0.40%	07/01/15	1,970,000.00	2,016,807.20	(23,974.90)	1,970,000.00	1,992,832.30
Municipal Bond	0.56%	07/15/15	500,000.00	512,775.00	(6,025.00)	500,000.00	506,750.00
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,051,100.00	(24,100.00)	2,000,000.00	2,027,000.00
Municipal Bond	0.32%	08/01/15	300,000.00	300,084.00	189.00	300,000.00	300,273.00
Municipal Bond	0.35%	08/01/15	305,000.00	311,682.55	(2,894.45)	305,000.00	308,788.10
Municipal Bond	0.70%	08/01/15	690,000.00	708,216.00	(7,928.10)	690,000.00	700,287.90
Municipal Bond	0.17%	08/01/15	-	-	8,307,632.70	8,235,000.00	8,307,632.70
Municipal Bond	0.18%	08/01/15	-	-	404,943.30	405,000.00	404,943.30
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,443,885.30	(5,491.20)	1,430,000.00	1,438,394.10
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,063,109.85	(7,429.95)	1,045,000.00	1,055,679.90
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,020,220.00	(7,500.00)	2,000,000.00	2,012,720.00
Municipal Bond	0.20%	08/15/15	-	-	496,098.90	495,000.00	496,098.90
Municipal Bond	0.51%	11/15/15	-	-	1,228,770.20	1,190,000.00	1,228,770.20
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,438,125.85	480.90	3,435,000.00	3,438,606.75

Market Value Comparison

Security Description	Yield	Maturity Date	December 31, 2014		Qtr to Qtr Change (1)	March 31, 2015	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,244,371.10	(1,244,371.10)	-	-
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,034,440.00	(9,400.00)	1,000,000.00	1,025,040.00
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,134,786.30	(5,550.00)	1,110,000.00	1,129,236.30
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,062,839.60	(20,029.10)	4,970,000.00	5,042,810.50
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,457,582.00	(11,984.00)	1,400,000.00	1,445,598.00
Municipal Bond	0.52%	02/15/16	715,000.00	752,480.30	(7,936.50)	715,000.00	744,543.80
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,051,730.00	(10,590.00)	1,000,000.00	1,041,140.00
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,302,887.50	(10,187.50)	1,250,000.00	1,292,700.00
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,517,300.00	(1,750.00)	2,500,000.00	2,515,550.00
Municipal Bond	0.40%	04/01/16	-	-	2,995,170.00	3,000,000.00	2,995,170.00
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,058,970.00	(10,160.00)	1,000,000.00	1,048,810.00
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,465,193.25	(36,784.00)	5,225,000.00	5,428,409.25
Municipal Bond	0.45%	05/01/16	-	-	502,500.00	500,000.00	502,500.00
Municipal Bond	1.00%	06/01/16	250,000.00	249,895.00	1,022.50	250,000.00	250,917.50
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,795,290.00	(43,200.00)	4,500,000.00	4,752,090.00
Municipal Bond	0.77%	08/01/16	1,875,000.00	2,002,200.00	(18,881.25)	1,875,000.00	1,983,318.75
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,055,470.00	(7,780.00)	1,000,000.00	1,047,690.00
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,325,591.45	(16,471.35)	2,205,000.00	2,309,120.10
Municipal Bond	0.55%	10/01/16	-	-	1,997,280.00	2,000,000.00	1,997,280.00
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,217,981.80	(10,520.30)	1,130,000.00	1,207,461.50
Municipal Bond	0.92%	11/15/16	710,000.00	707,642.80	85.20	710,000.00	707,728.00
Municipal Bond	0.62%	11/15/16	395,000.00	412,040.30	(1,568.15)	395,000.00	410,472.15
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,715,616.00	(11,897.90)	1,610,000.00	1,703,718.10
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,607,379.00	(7,374.60)	2,410,000.00	2,600,004.40
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,492,681.25	(7,695.00)	2,375,000.00	2,484,986.25
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,013,780.00	6,540.00	2,000,000.00	2,020,320.00
Municipal Bond	0.72%	03/01/17	590,000.00	636,792.90	(3,911.70)	590,000.00	632,881.20
Municipal Bond	0.95%	03/15/17	2,000,000.00	1,997,780.00	300.00	2,000,000.00	1,998,080.00
Municipal Bond	1.10%	05/01/17	-	-	563,621.40	565,000.00	563,621.40
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,340,909.50	(9,310.00)	1,225,000.00	1,331,599.50
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,867,830.90	(16,174.50)	2,630,000.00	2,851,656.40
Municipal Bond	1.60%	06/01/17	500,000.00	501,290.00	4,120.00	500,000.00	505,410.00
Municipal Bond	0.86%	08/01/17	-	-	1,289,871.80	1,295,000.00	1,289,871.80
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,600,203.80	(33,040.80)	5,295,000.00	5,567,163.00
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,427,868.00	3,276.00	1,300,000.00	1,431,144.00
Municipal Bond	1.47%	08/15/17	250,000.00	249,757.50	2,810.00	250,000.00	252,567.50
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,569,373.80	(20,817.85)	5,965,000.00	6,548,555.95
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,111,163.80	(13,487.40)	5,715,000.00	6,097,676.40
Municipal Bond	0.79%	11/15/17	500,000.00	543,195.00	(2,390.00)	500,000.00	540,805.00
Municipal Bond	1.40%	12/01/17	500,000.00	494,720.00	2,255.00	500,000.00	496,975.00
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,985,316.60	(5,068.00)	1,810,000.00	1,980,248.60
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,410,080.00	38,724.00	8,400,000.00	8,448,804.00
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,916,735.70	488.70	1,810,000.00	1,917,224.40
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,811,764.25	(1,237.25)	2,525,000.00	2,810,527.00
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,016,080.00	36,720.00	8,000,000.00	8,052,800.00
Municipal Bond	1.65%	05/01/18	500,000.00	540,270.00	(300.00)	500,000.00	539,970.00
Municipal Bond	1.65%	05/01/18	250,000.00	270,135.00	(150.00)	250,000.00	269,985.00
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,043,924.80	(8,051.20)	2,720,000.00	3,035,873.60
Municipal Bond	1.38%	06/01/18	245,000.00	263,681.25	(7.35)	245,000.00	263,673.90
Municipal Bond	1.65%	07/01/18	225,000.00	609,186.60	(381,857.85)	225,000.00	227,328.75
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,983,632.40	6,757.10	1,970,000.00	1,990,389.50
Municipal Bond	1.65%	07/01/18	605,000.00	226,557.00	384,704.75	605,000.00	611,261.75
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,848,368.90	(11,387.90)	2,630,000.00	2,836,981.00
Municipal Bond	1.92%	08/15/18	250,000.00	250,885.00	3,462.50	250,000.00	254,347.50
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,313,944.05	(325.35)	1,205,000.00	1,313,618.70
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,641,400.00	4,775.00	2,500,000.00	2,646,175.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,072,900.00	34,700.00	10,000,000.00	10,107,600.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,725,320.50	(18,507.00)	1,550,000.00	1,706,813.50
TVA Bond	0.86%	07/18/17	-	-	13,933,348.64	12,632,000.00	13,933,348.64
TOTAL			\$ 432,679,750.84	\$ 441,802,564.37	\$ 45,674,014.45	\$ 477,832,978.55	\$ 487,476,578.82

Book Value Allocation						
	December 31, 2014		March 31, 2015		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	14.81%	65,363,198.27	21.45%	104,417,476.52	6.64%	39,054,278.25
Debt Service Fund	4.61%	20,329,547.91	7.09%	34,496,164.13	2.48%	14,166,616.22
Capital Projects Funds	32.31%	142,618,806.47	26.91%	131,025,559.62	-5.40%	(11,593,246.85)
Enterprise Funds	16.34%	72,128,829.49	13.38%	65,142,020.07	-2.96%	(6,986,809.42)
Special Revenue Funds	17.13%	75,593,740.06	15.95%	77,632,374.14	-1.18%	2,038,634.09
Internal Service Funds	14.15%	62,455,765.83	13.12%	63,872,375.15	-1.03%	1,416,609.32
Fiduciary Funds	0.76%	3,349,385.51	2.18%	10,610,219.90	1.42%	7,260,834.39
115 Trust	-0.10%	(450,092.75)	-0.07%	(347,942.74)	0.03%	102,150.01
Totals	100.00%	441,389,180.78	100.00%	486,848,246.78		45,459,066.00

Market Value Allocation						
	December 31, 2014		March 31, 2015		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	14.81%	65,424,414.25	21.45%	104,552,238.93	6.64%	39,127,824.68
Debt Service Fund	4.61%	20,348,587.57	7.09%	34,540,685.28	2.48%	14,192,097.71
Capital Projects Funds	32.31%	142,752,376.29	26.91%	131,194,662.74	-5.40%	(11,557,713.55)
Enterprise Funds	16.34%	72,196,381.83	13.38%	65,226,093.12	-2.96%	(6,970,288.71)
Special Revenue Funds	17.13%	75,664,537.47	15.95%	77,732,567.39	-1.18%	2,068,029.92
Internal Service Funds	14.15%	62,514,258.85	13.12%	63,954,809.58	-1.03%	1,440,550.73
Fiduciary Funds	0.76%	3,352,522.39	2.18%	10,623,913.57	1.42%	7,271,391.19
115 Trust	-0.10%	(450,514.29)	-0.07%	(348,391.80)	0.03%	102,122.48
Totals	100.00%	441,802,564.37	100.00%	487,476,578.82		45,674,014.45

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



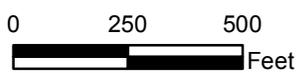
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/15			
Department:	Engineering				
Department Head	Jack Carr				
Agenda Coordinator (include phone #): Kathy Schonne X-7198					
CAPTION					
An Ordinance of the City of Plano, Texas amending Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	452,096	0	452,096
Encumbered/Expended Amount		0	-194,432	0	-194,432
This Item		0	-17,125	0	-17,125
BALANCE		0	240,539	0	240,539
FUND(S): GENERAL FUND					
<p>COMMENTS: Approval of this item will require expenditures to be made by the Signs & Markings Division of Plano's Public Works Department to modify traffic signs in school zones where summer school sessions will be held. Signs in school zones must be fabricated and installed, at an estimated cost of \$17,125 so that drivers are aware the school zone is in effect. An approximate current year balance of \$240,539 will remain available for future sign fabrication and installation between now and September 30, 2015.</p> <p>STRATEGIC PLAN GOAL: Maintaining School Zones while summer school sessions are occurring relates to the City's Goal of a Safe Large City.</p>					
SUMMARY OF ITEM					
<p>The Plano Independent School District (PISD) has requested the implementation of school speed zones on City streets adjacent to 16 school campuses that will be open for summer school sessions commencing in June, 2015. Because summer school sessions operate on different calendars and different operating times than the regular school year, the City Council adopted Section 12-73.1 Same – Specific Zones – Summer School on April 27, 2009. This section is school and zone specific, and requires annual updates as the PISD selects schools and dates to be used for summer school sessions. The Transportation Engineering Division supports the adoption of this ordinance amending Section 12-73.1(d) for the 2015 summer school sessions. If Council approves this Ordinance establishing "Summer School" zones, all of the school zone signs for each affected school will have to be modified. The Sign Shop has estimated the cost of fabricating and installing the signs to be approximately \$17,125, which will have to be absorbed in their budget.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Maps			N/A		
Ordinance					

Proposed Dates & Times:
6/15/2015 - 7/9/2015
8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM

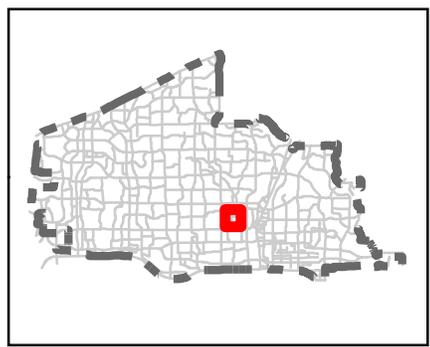


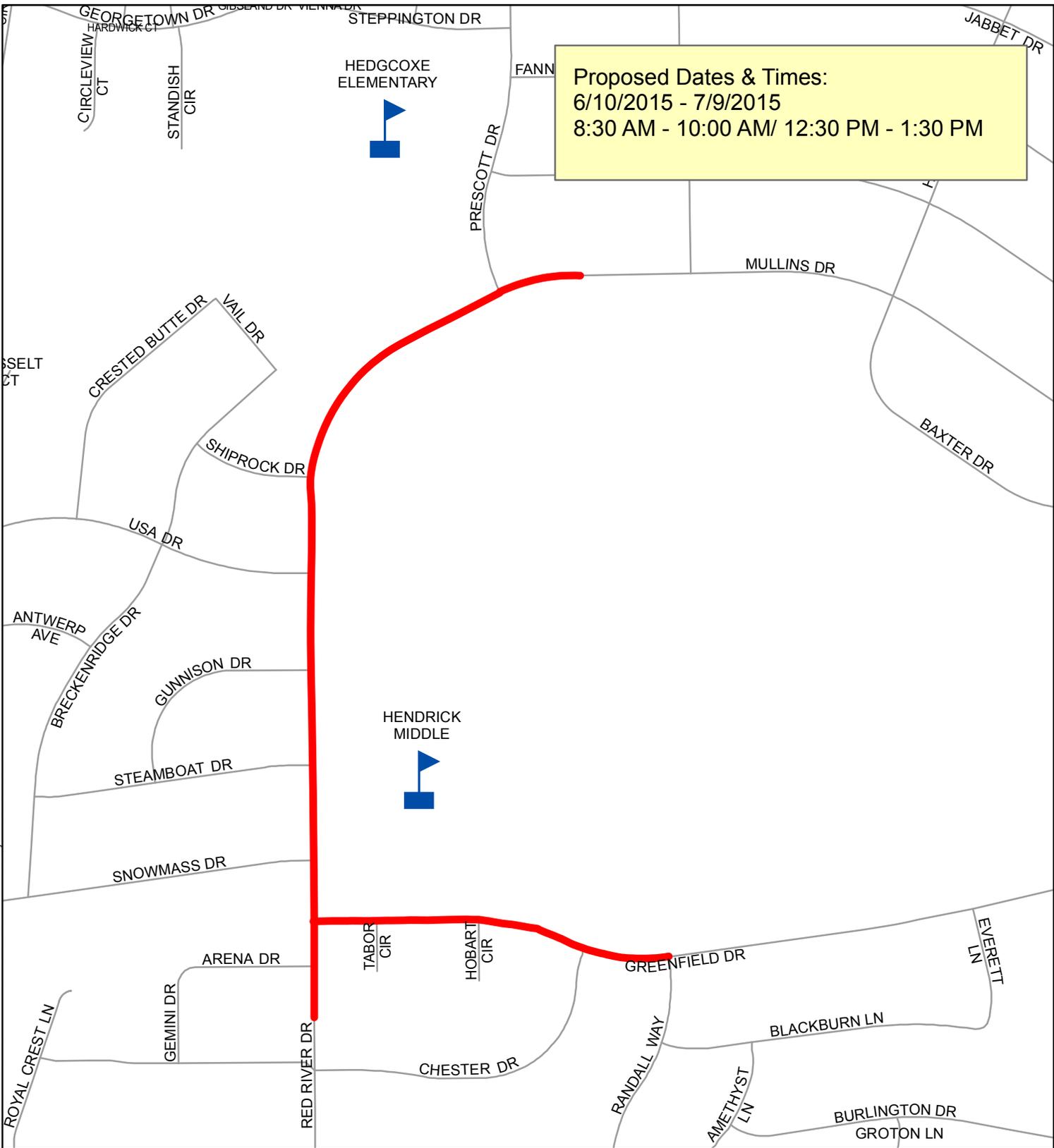
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Plano

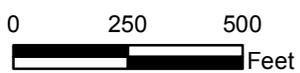
Harrington Elementary Summer School Zone Map





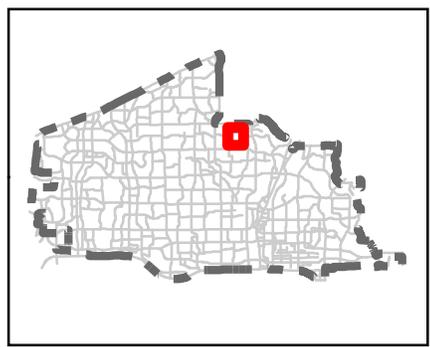
Proposed Dates & Times:
 6/10/2015 - 7/9/2015
 8:30 AM - 10:00 AM/ 12:30 PM - 1:30 PM

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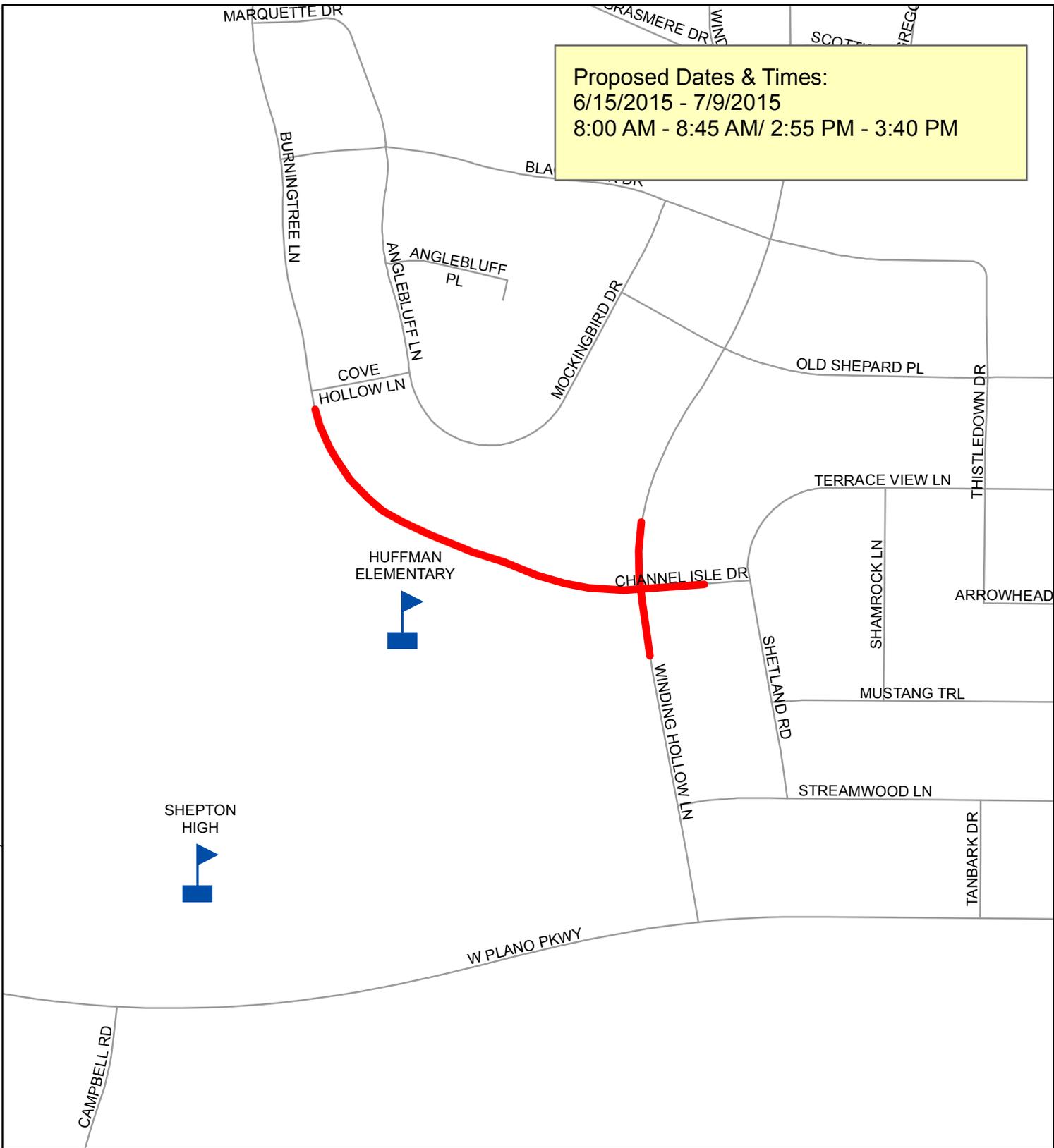


Plano

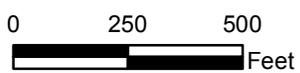
**Hendrick Middle
 Summer School Zone Map**



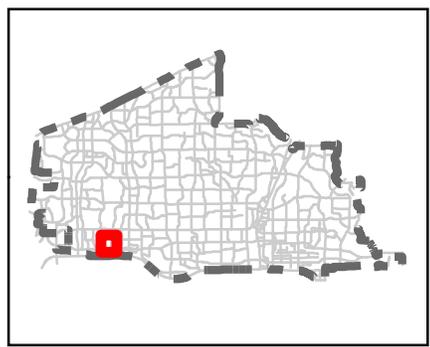
Proposed Dates & Times:
6/15/2015 - 7/9/2015
8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM



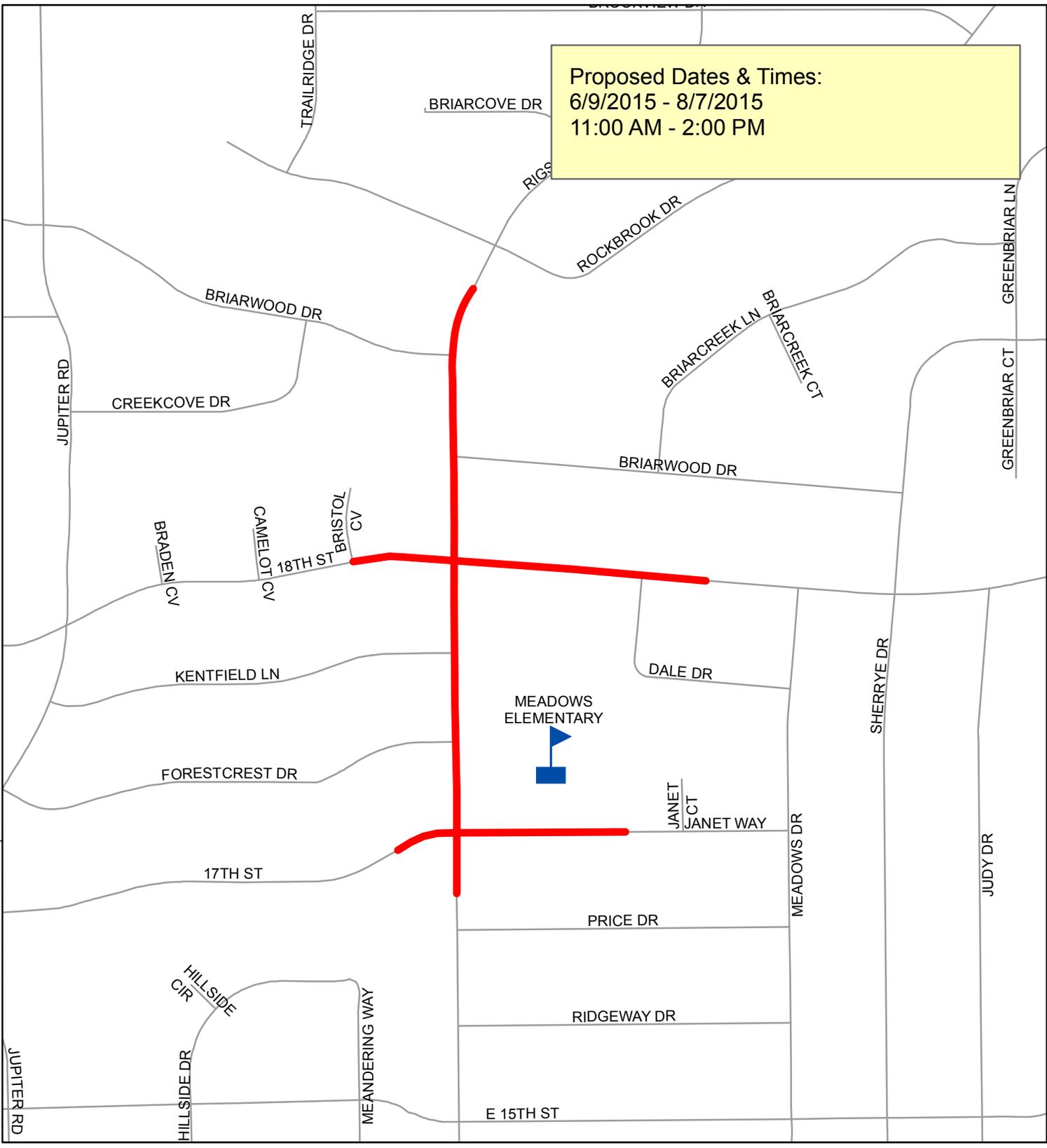
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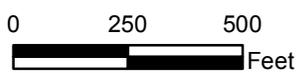
Huffman Elementary Summer School Zone Map



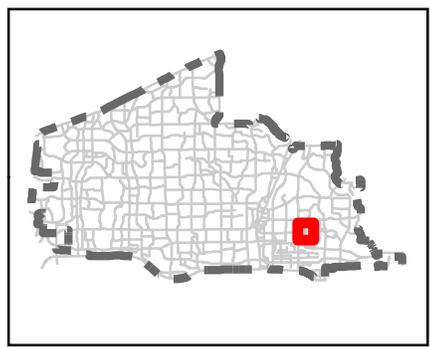
Proposed Dates & Times:
6/9/2015 - 8/7/2015
11:00 AM - 2:00 PM



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Plano Meadows Elementary Summer School Zone Map



FRANCIS LN

LUCAS TER

FELIX DR

PUMA RD

OSWEGO DR

Proposed Dates & Times:
6/15/2015 - 7/9/2015
8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

LILAC LN

JASMINE LN

ROYAL OAKS DR

MAJESTIC DR

JAPONICA LN

RAVE

LAUREL LN

LAUREL LN

PEPPERTREE PL

PAVE

HAWTHORNE LN

MAGNOLIA LN

MEMORIAL ELEMENTARY

LEMMONTREE LN

AZALEA LN

PRIMROSE LN

KATHY CT

BOWMAN MIDDLE

FIGTREE LN

RAINTREE DR

E PARK BLVD

RICHMOND DR

YORKTOWN DR

JUPITER RD

WILLIAMSBURG DR

FAIRFIELD DR

ARMSTRONG DR

ROANOKE DR

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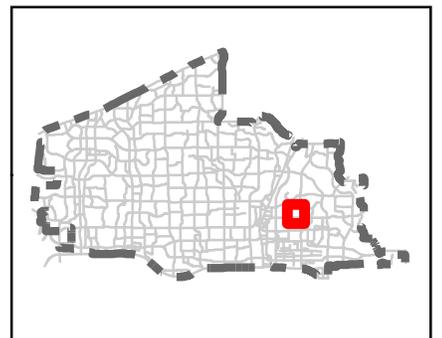


0 275 550 Feet

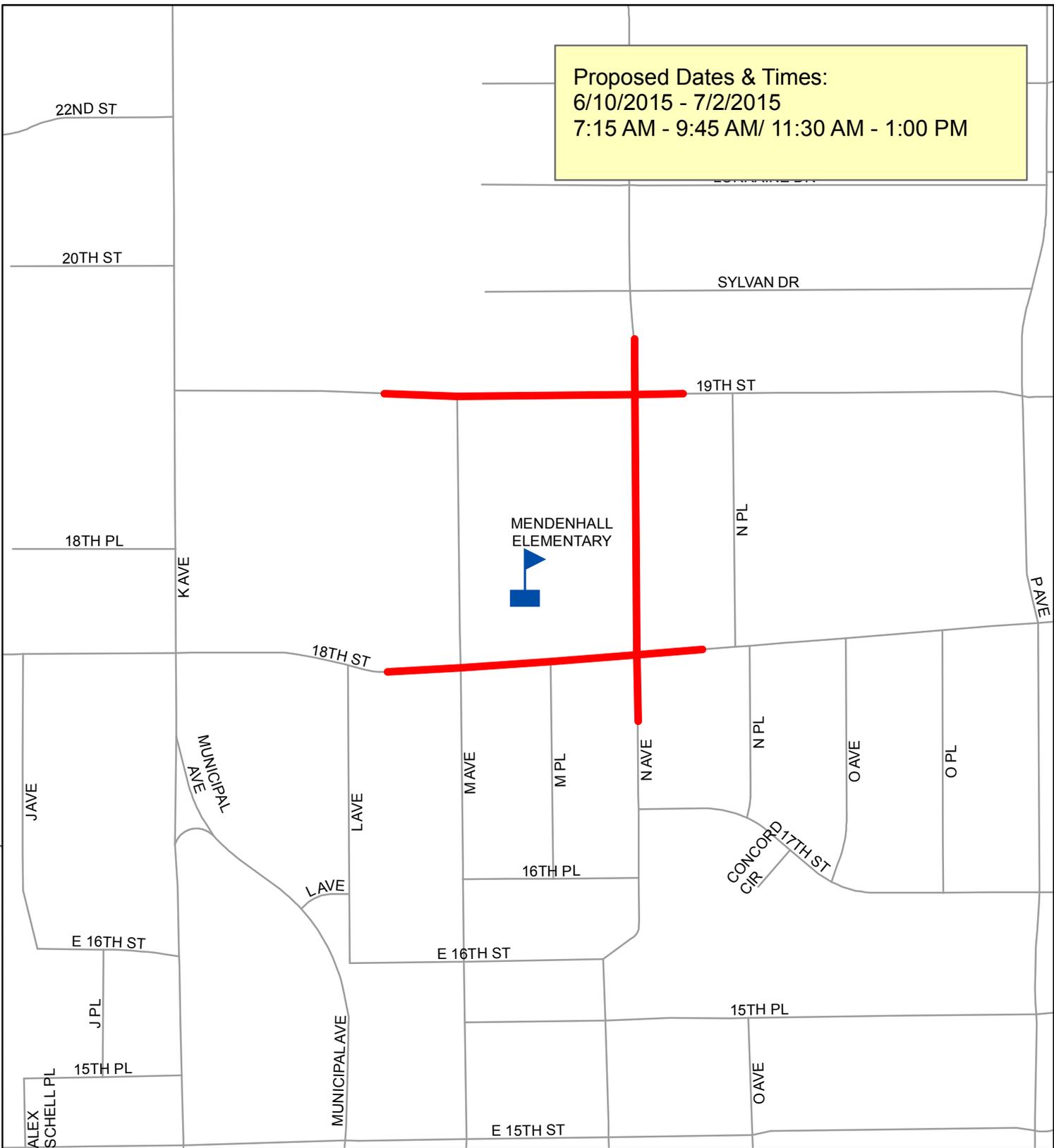


Plano

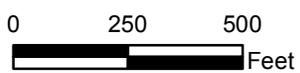
Memorial Elementary & Bowman Middle Summer School Zone Map



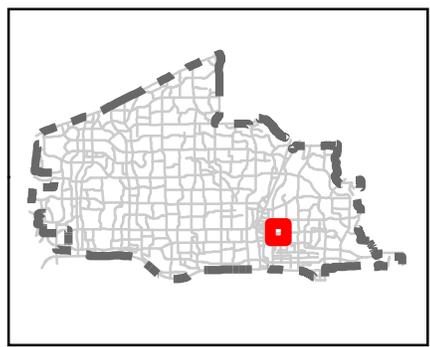
Proposed Dates & Times:
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7:15 AM - 9:45 AM/ 11:30 AM - 1:00 PM



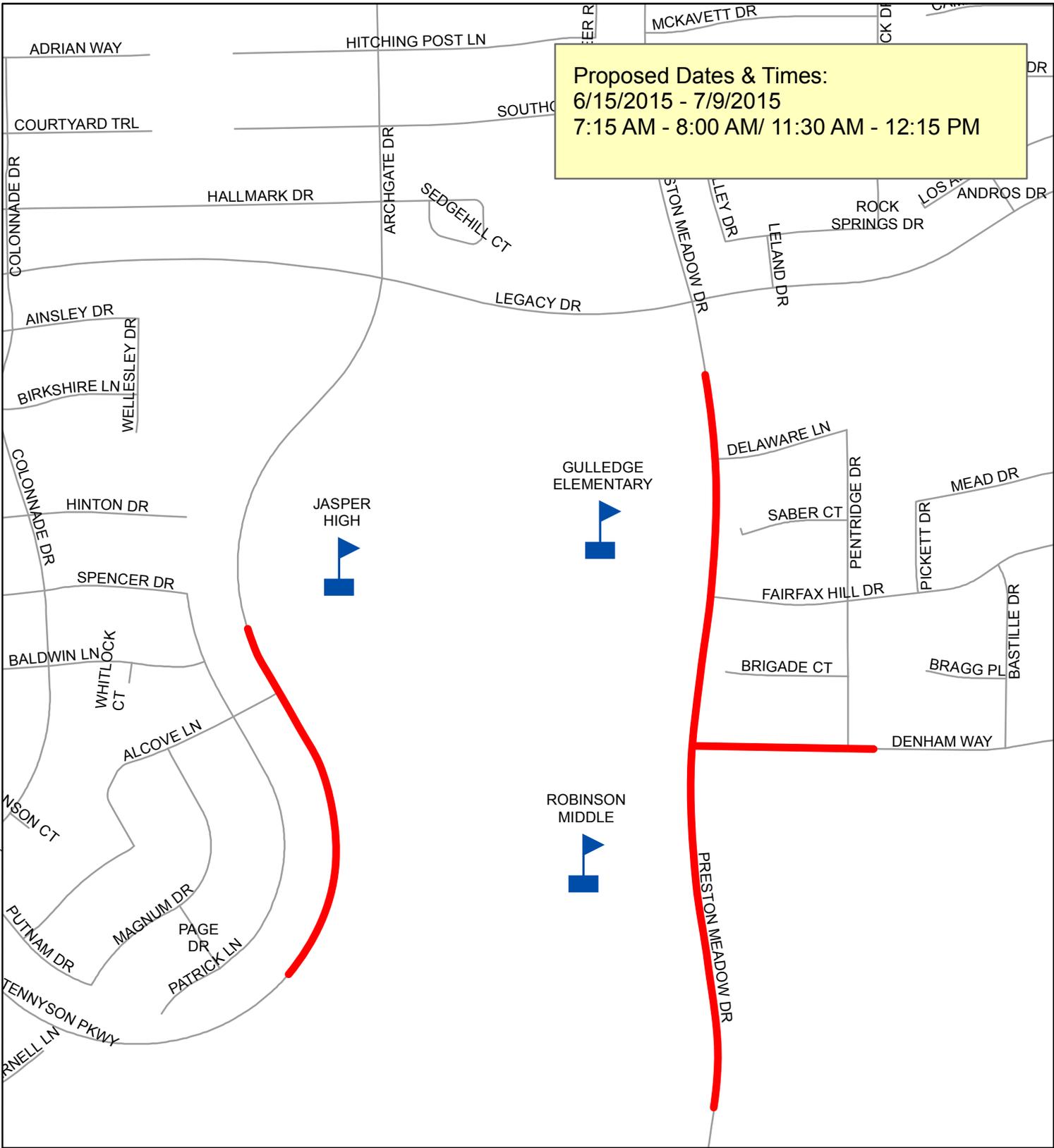
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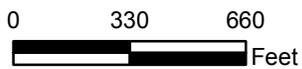
Plano Mendenhall Elementary Summer School Zone Map



Proposed Dates & Times:
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7:15 AM - 8:00 AM/ 11:30 AM - 12:15 PM

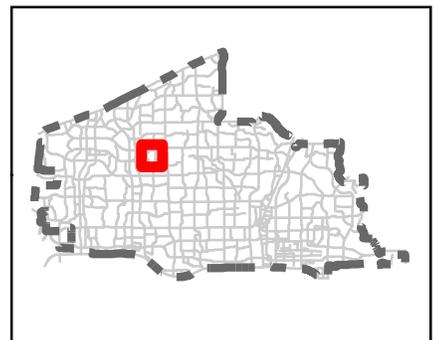


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Plano

Robinson Middle Summer School Zone Map



Proposed Dates & Times:
6/10/2015 - 7/2/2015
7:15 AM - 9:45 AM/ 11:30 AM - 1:00 PM

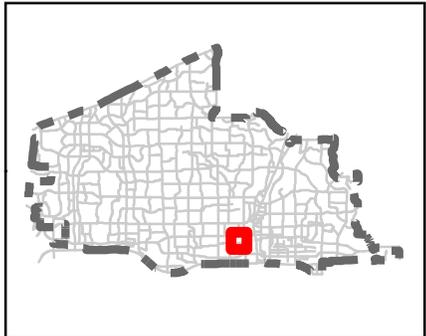


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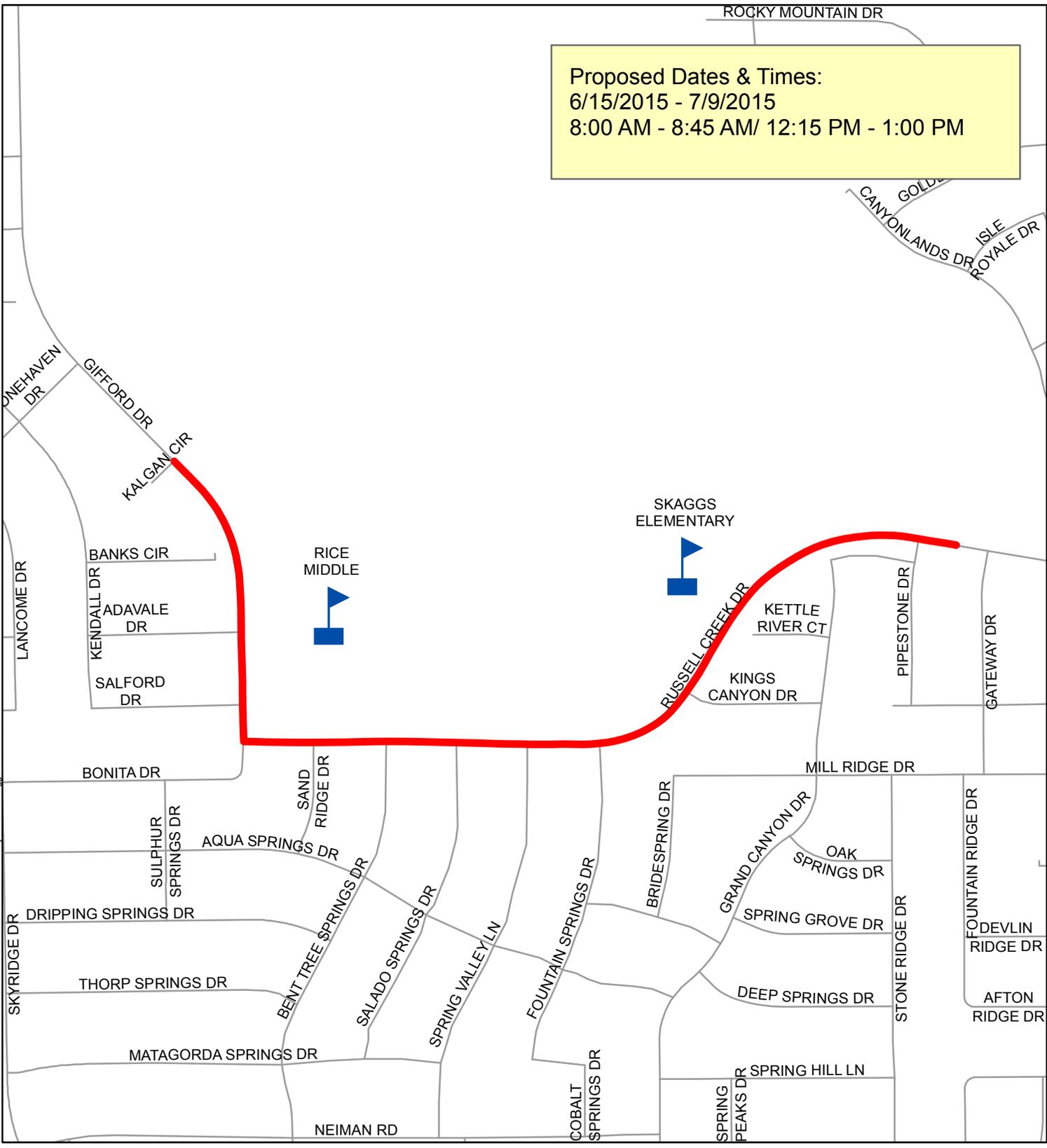


Plano

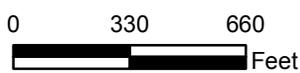
Sigler Elementary Summer School Zone Map



Proposed Dates & Times:
6/15/2015 - 7/9/2015
8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

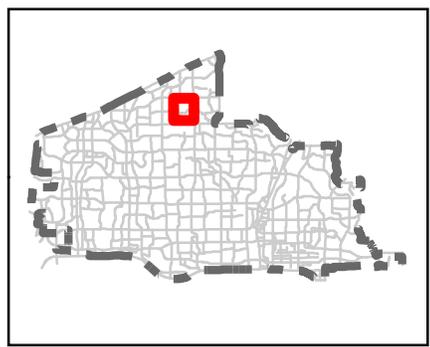


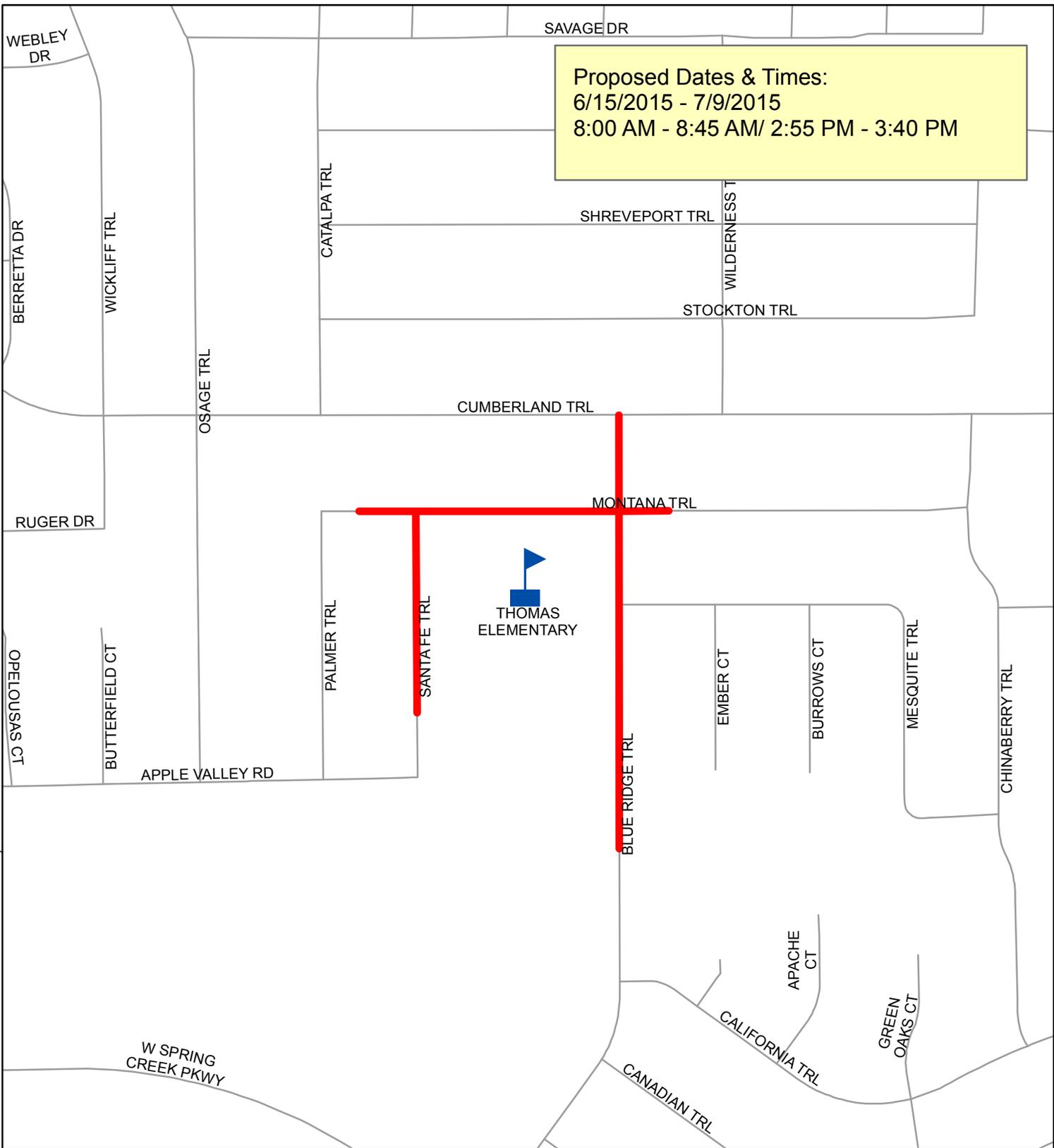
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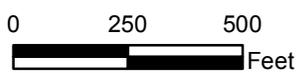
Plano

Skaggs Elementary & Rice Middle Summer School Zone Map



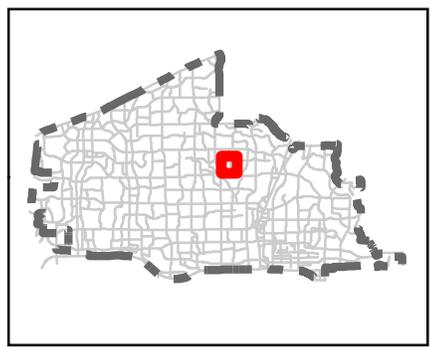


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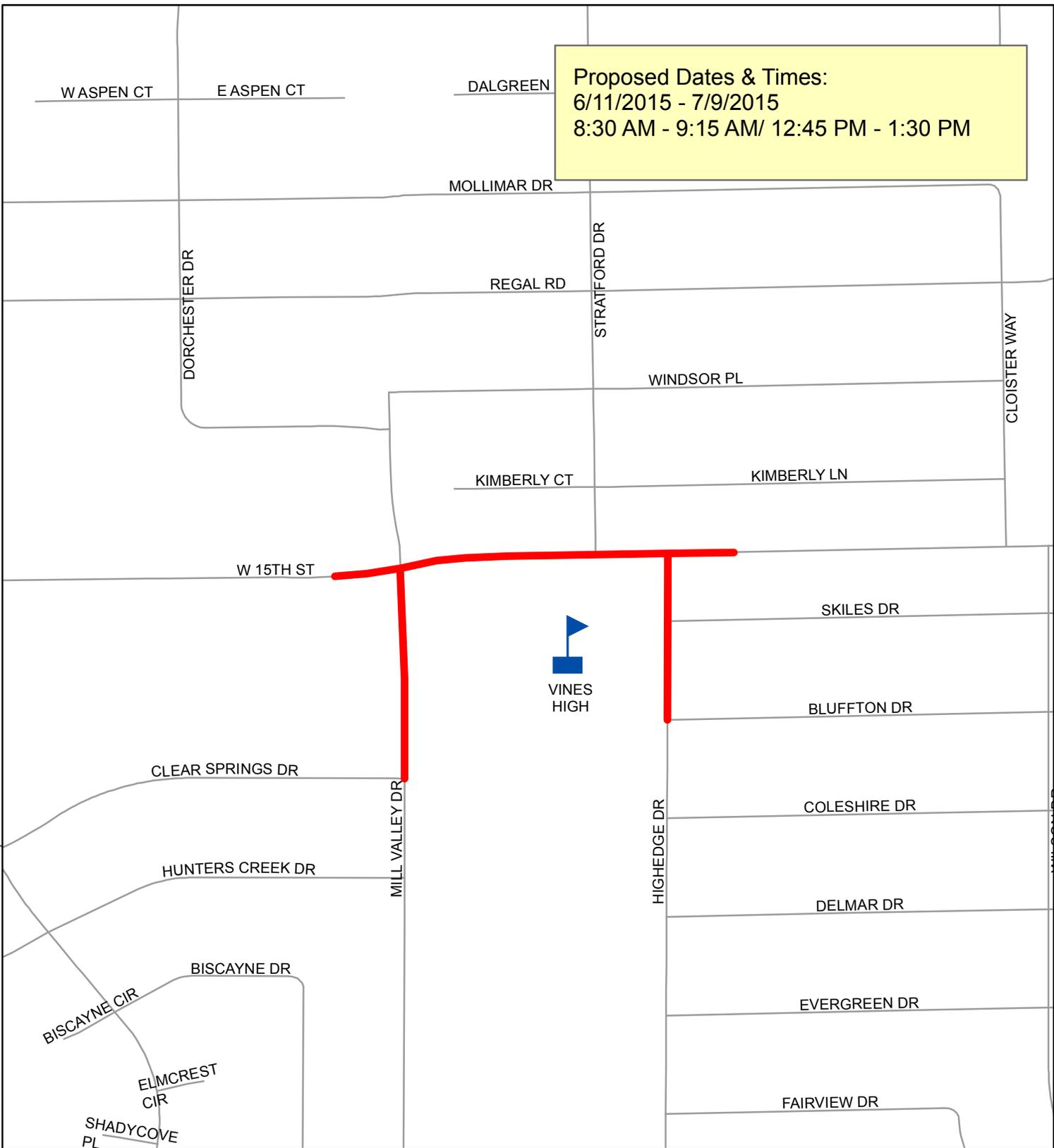


Plano

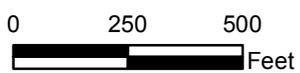
**Thomas Elementary
 Summer School Zone Map**



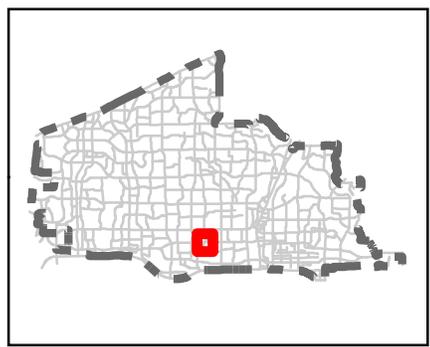
Proposed Dates & Times:
6/11/2015 - 7/9/2015
8:30 AM - 9:15 AM/ 12:45 PM - 1:30 PM



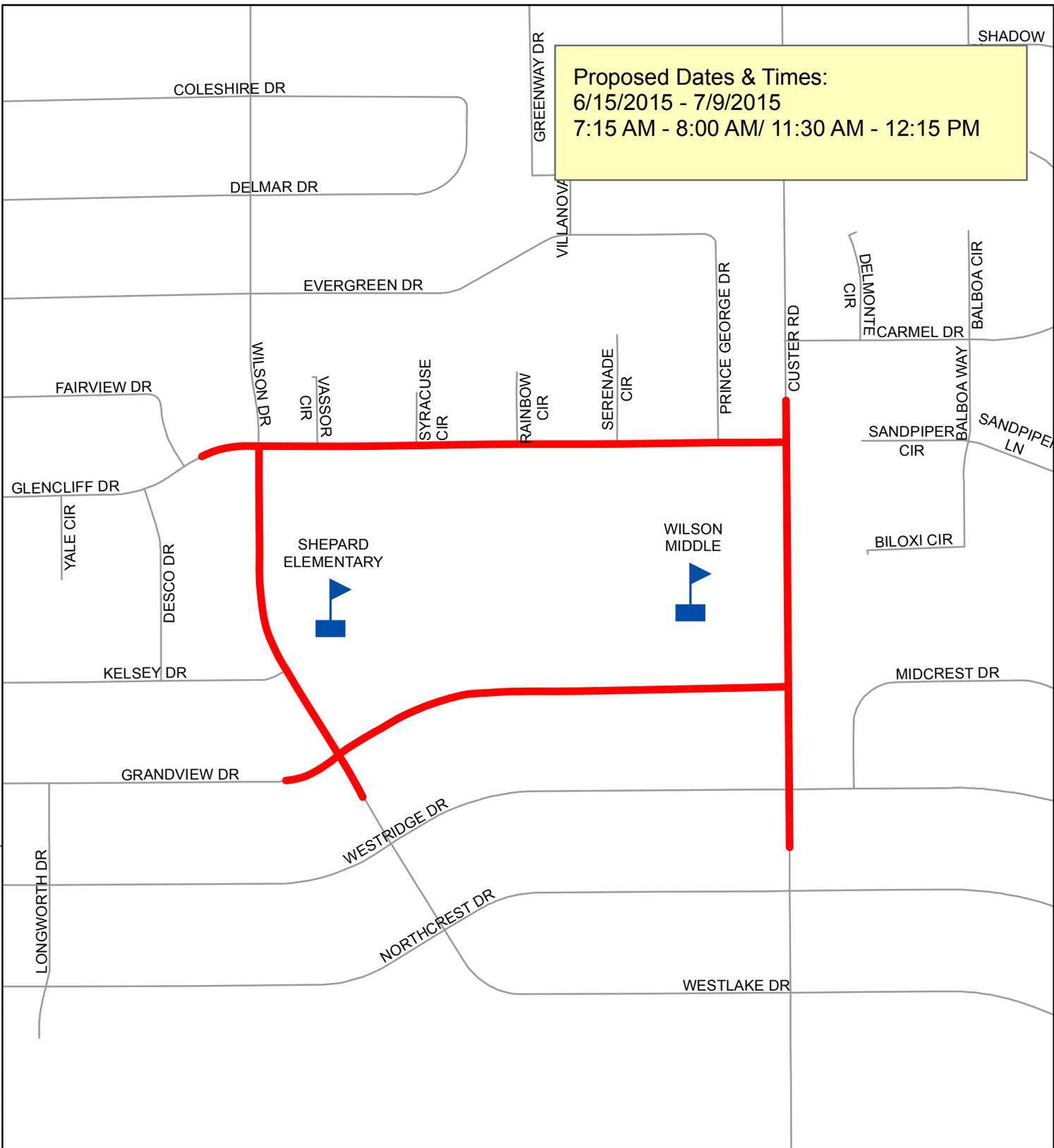
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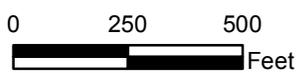
Plano Vines High Summer School Zone Map



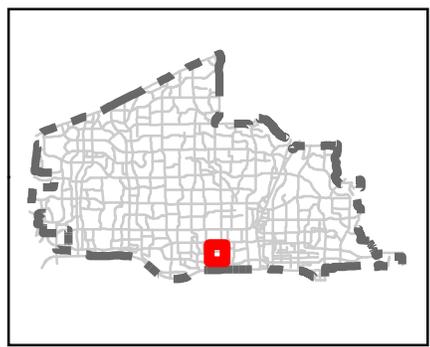
Proposed Dates & Times:
6/15/2015 - 7/9/2015
7:15 AM - 8:00 AM/ 11:30 AM - 12:15 PM



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Wilson Middle Summer School Zone Map



An Ordinance of the City of Plano, Texas amending Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano; and

WHEREAS, the PISD opens certain school campuses after the end of the regular school term for summer school sessions; and

WHEREAS, the school zones listed in Section 12-73.1(d) for summer school change from year to year as the schools used for summer school change from year to year; and

WHEREAS, an amended Section 12-73.1(d) is necessary to provide for a listing of the school zones and effective times applicable during the 2015 summer school sessions; and

WHEREAS, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano; and

WHEREAS, the City Council hereby finds that Section 12-73.1(d) should be amended.

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

Section I. Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

15th Street:

- (1) Between a point two hundred (200) feet east of Highedge Drive and a point two hundred (200) feet west of Mill Valley Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2015 to 7/9/2015)

17th Street:

- (1) Between Rigsbee Drive and a point two hundred (200) feet west of Rigsbee Drive on school days between 11:00 a.m. and 2:00 p.m. (6/9/2015 to 8/7/2015). (See also Janet Way)

18th Street:

- (1) Between Bristol Cove and a point two hundred (200) feet east of Dale Drive on school days between 11:00 a.m. and 2:00 p.m. (6/9/2015 to 8/7/2015)
- (2) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

19th Street:

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Archgate Drive:

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Baffin Bay Drive:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point one thousand forty (1,040) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Blue Ridge Trail:

- (1) Between Cumberland Trail and a point four hundred (400) feet north of California Trail on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Channel Isle Drive:

- (1) Between a point two hundred (200) feet east of Winding Hollow Lane and fifty (50) feet east of Cove Hollow Lane on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Country Place Drive:

- (2) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Custer Road:

- (1) Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glenclyff Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Decator Drive:

- (1) Between a point two hundred twenty-five (225) feet south of Longfellow Drive and a point two hundred (200) feet south of Tulane Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Denham Way:

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Edgefield Drive:

- (1) Between a point one hundred twenty-five (125) feet south of 15th Street and a point one hundred twenty-five (125) feet south of Janwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Gifford Drive:

- (1) Between Russell Creek Drive and Kalgan Circle on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Glenclyff Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Grandview Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Greenfield Drive:

- (1) Between Red River Drive and a point fifty (50) feet west of Randall Way on school days between 8:30 a.m. and 10:00 a.m. and between 12:30 p.m. and 1:30 p.m. (6/10/2015 to 7/9/2015)

Harrington Drive:

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Highedge Drive:

- (1) Between Bluffton Drive and 15th Street on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2015 to 7/9/2015)

Janet Way:

- (1) Between Rigsbee Drive and a point one hundred seventy-five (175) feet west of Janet Court on school days between 11:00 a.m. and 2:00 p.m. (6/9/2015 to 8/7/2015) (See also 17th Street)

Janwood Drive:

- (1) Between Ridgefield Drive and a point one hundred twenty-five (125) feet west of Edgefield Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Jupiter Road:

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Laurel Lane:

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Linden Drive:

- (1) Between Edgefield Drive and a point seventy-five (75) feet west of Kirkwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Longfellow Drive:

- (1) Between a point one hundred seventy-five (175) feet west of Decator Drive and a point four hundred fifty (450) feet west of Decator Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Mill Valley Drive:

- (1) Between Clear Springs Drive and 15th Street on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2015 to 7/9/2015)

Montana Trail:

- (1) Between a point one hundred fifty (150) feet east of Blue Ridge Trail and a point one hundred seventy-five (175) feet west of Santa Fe Trail on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Mullins Drive:

- (1) Between Prescott Drive and a point two hundred fifty (250) feet east of Prescott Drive on school days between 8:30 a.m. and 10:00 a.m. and between 12:30 p.m. and 1:30 p.m. (6/10/2015 to 7/9/2015) (See Red River Drive)

N Avenue:

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Park Boulevard:

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Parkhaven Drive:

- (1) Between a point two hundred fifty (250) feet west of Independence Parkway and a point one hundred seventy-five (175) feet east of Stone Creek Drive on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/15/2015 to 7/23/2015)

Pinehurst Drive:

- (1) Between Parkhaven Drive and a point one hundred seventy-five (175) feet east of Lakeview Trail on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/15/2015 to 7/23/2015)

Preston Meadow Drive:

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

R Avenue:

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Red River Drive:

- (1) Between Prescott Drive and a point one hundred fifty (150) feet south of Arena Drive on school days between 8:30 a.m. and 10:00 a.m. and between 12:30 p.m. and 1:30 p.m. (6/10/2015 to 7/9/2015) (See Mullins Drive)

Rigsbee Drive:

- (1) Between a point one hundred twenty-five (125) feet north of Price Drive and a point one hundred twenty-five (125) feet south of Rockbrook Drive on school days between 11:00 a.m. and 2:00 p.m. (6/9/2015 to 8/7/2015)

Roundrock Trail:

- (1) Between a point two hundred fifty (250) feet north of Teakwood Lane and a point three hundred seventy-five (375) feet north of Russwood Lane on school days between 7:30 a.m. and 8:15 a.m. and between 10:45 a.m. and 11:30 a.m. (6/15/2015 to 7/23/2015)

Russell Creek Drive:

- (1) Between Gifford Drive and a point one hundred fifty (150) feet east of Pipestone Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2015 to 7/9/2015)

Santa Fe Trail:

- (1) Between Montana Trail and a point two hundred (200) feet north of Apple Valley Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Tulane Drive:

- (1) Between a point three hundred seventy-five (375) feet east of Decator Drive and a point four hundred (400) feet west of Decator Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/10/2015 to 7/2/2015)

Wilson Drive:

- (1) Between Glenclyff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2015 to 7/9/2015)

Winding Hollow Lane:

- (1) Between a point two hundred (200) feet north of Channel Isle Drive and a point two hundred (200) feet south of Channel Isle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/15/2015 to 7/9/2015)

Section II. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 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 not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section V. The repeal of any ordinance or part of any ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VI. This Ordinance shall become effective immediately upon its passage, publication as required by law and after all necessary signs have been installed.

DULY PASSED AND APPROVED this 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/15			
Department:		Engineering			
Department Head		Jack Carr			
Agenda Coordinator (include phone #):		Kathleen Schonne X-7198			
CAPTION					
An Ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102(f), prohibiting parking along certain sections of Decator Drive and Longfellow Drive in the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: This item may generate additional revenue received from parking fines; however, at this time the additional parking fines to be collected are undeterminable and expected to be minimal. STRATEGIC PLAN GOAL: Amending the Code of Ordinances to reduce congestion and improve pedestrian access to schools relates to the City's Goals of Great Neighborhoods - 1 st Choice to Live and Safe Large City.					
SUMMARY OF ITEM					
The Plano Police Department's School Crossing Guard coordinator requested assistance due to traffic congestion at the school crosswalks at Decator Drive and Longfellow Drive. The traffic congestion is the result of parents parking to drop off and pick up students outside of the normal drop-off and pick-up areas. Restricting parking in these identified areas will reduce the level of congestion at the intersection and improve pedestrian safety at the school crosswalks. This proposed Ordinance for City Council consideration, prohibits the parking of motor vehicles on the west side of Decator Drive from Brox Court to Longfellow Drive and on the north side of Longfellow Drive from Decator Drive to a point 170 feet west of Decator Drive. Transportation Engineering recommends adoption of the attached Ordinance.					
https://www.google.com/maps/place/Decator+Dr,+Plano,+TX+75093/@33.0336747,-96.7834204,18z/data=!4m2!3m1!1s0x864c22f8153be17f:0x1488d3999a4db070					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		
Ordinance					

Existing Effective Times:

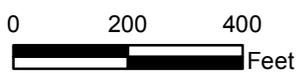
7:15 AM - 8:15 AM & 2:30 PM - 3:15 PM (School Days)

Proposed Effective Times:

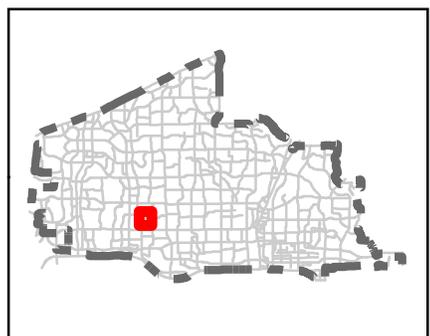
7:15 AM - 8:15 AM & 2:30 PM - 3:15 PM (School Days)



sachikohi 5/7/2015 L:\Worduser\SCHOOL_NO PARKING\2014\City Council\Hightower NP.mxd



Hightower Elementary Proposed Parking Restriction Map



An Ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102(f), prohibiting parking along certain sections of Decator Drive and Longfellow Drive in the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the Transportation Engineering Division of the City of Plano, the Plano Police Department, and the staff of Hightower Elementary School of the Plano Independent School District have cooperatively studied measures to reduce the chronic traffic congestion in front of the school during student drop-off and pick-up periods; and

WHEREAS, parking along the west side of Decator Drive in front of Hightower Elementary School and along the north side of Longfellow Drive next to the school contributes to chronic traffic congestion and interferes with crossing guard operations; and

WHEREAS, prohibiting parking of motor vehicles along the west side of Decator Drive from Brox Court to Longfellow Drive and along the north side of Longfellow Drive between Decator Drive and the school driveway should reduce the chronic traffic congestion in front of the school and remediate the congestion at the school crossings; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along certain sections of Decator Drive and Longfellow Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. The Code of Ordinances, City of Plano, Texas, is hereby amended by adding two locations to Section 12-102(f), to read as follows:

“Decator Drive, along the west side of Decator Drive from its intersection with Brox Court south to its intersection with Longfellow Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days.”

“Longfellow Drive, along the north side of Longfellow Drive from its intersection with Decator Drive west to a point one hundred seventy (170) feet west of its intersection with Decator Drive between the hours of 7:15 a.m. to 8:15 a.m. and 2:30 p.m. to 3:15 p.m. on school days.”

Section II. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against parking in these areas.

Section III. All provisions of the ordinances of the City of Plano, codified or 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 IV. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any

section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VI. The repeal of any Ordinance or part of an Ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VII. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/2015		
Department:		Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Andrea Park X5113				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the company and the ACSC's legal counsel.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: RRM agreements relate to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
<p>This Ordinance approves a Settlement Agreement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corporation, Mid-Tex Division ("Atmos" or "Company") that resolves the 2015 RRM proceeding pending with Cities for a rate increase that is approximately \$15 million less than what the Company would be entitled to receive under the GRIP statute. Additionally, the Settlement Agreement resolves the 2014 RRM case that Atmos appealed to the Railroad Commission. Settlement of both cases was authorized by the ACSC Executive Committee.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Ordinance, Attachment A, Attachment B, Attachment C, Attachment D				



Memorandum

Date: May 26, 2015
To: Bruce Glasscock, City Manager
From: Mark Israelson, Assistant City Manager
Subject: Negotiated settlement between Atmos Cities Steering Committee and Atmos Energy, Corp.

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. In February 2014, Atmos Mid-Tex filed its second annual filing under the Rate Review Mechanism (“RRM”) Tariff, seeking an increase of \$45.7 million. Although ACSC attempted to reach a settlement with the Company as it had in past years, the wide differences between the Company and ACSC’s consultants’ recommendations made a compromise impossible. On the recommendation of the ACSC Executive Committee and ACSC’s legal counsel, the City in 2014 adopted a Resolution denying the requested rate increase.

The Company appealed the City’s denial to the Railroad Commission of Texas (“Commission”), and revised its requested increase to \$43.8 million. A hearing was held on the Company’s appeal on September 3, 2014. On April 28, 2015, the Commission’s Hearings Examiner issued his Proposal for Decision (“PFD”) in the Company’s appeal of the City’s denial of the 2014 RRM rate increase. This PFD was not favorable to ACSC, but did recommend a reduction of approximately \$860,000 to the Company’s adjusted 2014 filing.

While the parties were waiting for the PFD from the Hearings Examiner in the appeal of the 2014 RRM filing, on February 27, 2015, Atmos Mid-Tex filed with the City another rate increase request under the RRM Tariff, seeking additional revenues in the amount of \$28.762 million (total system) or \$24.0 million (affected cities). The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its 2015 request to increase rates. The Ordinance and attached Settlement Agreement and tariffs are the result of negotiation between the Mid-Tex Executive Committee and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex’s filing. The recommended Settlement Agreement also requires Atmos to abate its appeal of the City’s rejection of the 2014 RRM rate increase pending approval by all ACSC cities of the Settlement Agreement. The Agreement requires Atmos to give the City the benefit of the adjustments to the 2014 rate increase recommended by the PFD.

The Ordinance and Settlement tariffs approve rates that will increase the Company’s revenues by \$65.7 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2015. The monthly residential customer charge will be \$18.60. The consumption charge will change from \$0.08819 per Ccf to \$0.09931 per Ccf. The monthly bill impact for the typical residential customer

consuming 60 Ccf will be an increase of \$1.14 (about a 1.59% increase in the base bill). The typical commercial customer will see an increase of \$2.69 or 0.96%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance approving the negotiated Settlement Agreement resolving both the 2014 and the 2015 RRM filings, and implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. This is the third RRM filing under the renewed tariff. The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed its 2015 case under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$10 million.

Purpose of the Ordinance:

The purpose of the Ordinance is to approve the Settlement Agreement and the resulting rate change under the RRM tariff. As a result of the negotiations, the Executive Committee was able to reduce the Company's requested \$28.8 million rate increase for Mid-Tex cities to \$21,962,784. When added to the settlement of the 2014 RRM filing and the adjustments recommended by the PFD, the Company will receive total additional annual revenues of \$65.7 million. Because the 2014 rates have been in effect since June 1, 2014, the increase to currently-billed rates is \$21 million. Approval of the Ordinance will result in rates that implement an increase in Atmos Mid-Tex's revenues effective June 1, 2015.

Why Approve the Settlement Agreement:

The Texas legislature has granted gas utilities the right, through the GRIP process, to an annual increase based on increases in invested capital. GRIP is piecemeal ratemaking and ignores increases in revenues and declines in O&M expenses that may be associated with plant additions. ACSC found it preferable to negotiate with Atmos to substitute an expedited comprehensive review process that includes consideration of revenues and expenses as well as invested capital for the GRIP process.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the Settlement Agreement (attached to the Ordinance) to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2014 and 2015 RRM filings, and that such settlement is in the public interest and consistent with the City's statutory authority.

3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$21 million and adopts the attached new rate tariffs.
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases.
5. This section renews the Atmos Mid-Tex RRM Tariff for an additional period of time, commencing with the filing to be made on March 1, 2016, and continuing until the RRM Tariff is suspended by ordinance of the City.
6. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
7. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2015.
11. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

An Ordinance of the City of Plano, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the company and the ACSC’s legal counsel.

WHEREAS, the City of Plano, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the initial RRM Tariff was in effect for four (4) years; and

WHEREAS, ACSC Cities and Atmos Mid-Tex entered into another settlement agreement and revised the RRM Tariff; and

WHEREAS, ACSC Cities and Atmos Mid-Tex compromised and reached agreements on the amount of the rate increases to be in effect for the RRM Tariff filings for 2012 and 2013; and

WHEREAS, ACSC Cities and Atmos Mid-Tex were unable to reach an agreement on the 2014 RRM Tariff filing, resulting in the ACSC Cities’ rejection of the 2014 RRM filing; and

WHEREAS, Atmos Mid-Tex appealed the ACSC Cities’ actions rejecting its 2014 RRM filing to the Railroad Commission of Texas (“Commission”), pursuant to the provisions of the RRM Tariff; and

WHEREAS, Atmos Mid-Tex and ACSC litigated the appeal of the 2014 RRM filing at the Commission; and

WHEREAS, on February 27, 2015, Atmos Mid-Tex filed its 2015 RRM Tariff filing, requesting to increase natural gas base rates system-wide by \$28.762 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, Atmos Mid-Tex has agreed to withdraw its appeal of ACSC's rejection of its 2014 RRM Tariff rate increase; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached Settlement Agreement (Attachment A to this Ordinance as well as the tariffs attached thereto, resolving both the 2014 and the 2015 RRM Tariff filings, which together will increase the Company's revenues by \$65.7 million over the amount allowed under City-approved rates set in 2013; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated Settlement Agreement and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff should be renewed for a period of time commencing in 2016 and continuing until the RRM Tariff is suspended by ordinance of the City; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section I. That the findings set forth in this Ordinance are hereby in all things approved.

Section II. That the City Council finds that the Settlement Agreement (Attachment A to this Ordinance) represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2014 and 2015 RRM filings, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section III. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment C, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$65.7 million in revenue over the amount allowed under currently approved rates, or \$21 million over currently-billed rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section IV. That the ratemaking treatment for pensions and other post-employment benefits in Atmos' next RRM filing shall be as set forth on Attachment D, attached hereto and incorporated herein.

Section V. That in an effort to streamline the regulatory review process, the Atmos Mid-Tex RRM Tariff is renewed for a period commencing with the Company's March 1, 2016 RRM filing for calendar year 2015, effective June 1, 2016, and continuing thereafter until such time as the City adopts an ordinance suspending operation of the RRM Tariff.

Section VI. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's RRM application.

Section VII. That to the extent any Ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section VIII. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section IX. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section X. That consistent with the City ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2015.

Section XI. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED on this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORP., MID-TEX
DIVISION AND ATMOS CITIES STEERING COMMITTEE**

WHEREAS, this agreement (“Settlement Agreement”) is entered into by Atmos Energy Corp’s Mid-Tex Division and Atmos Cities Steering Committee (“ACSC”) whose members include the Cities of Abilene, Addison, Allen, Alvarado, Angus, Anna, Argyle, Arlington, Aubrey, Bedford, Bellmead, Benbrook, Beverly Hills, Blossom, Blue Ridge, Bowie, Boyd, Bridgeport, Brownwood, Buffalo, Burkburnett, Burleson, Caddo Mills, Canton, Carrollton, Cedar Hill, Celeste, Celina, Centerville, Cisco, Clarksville, Cleburne, Clyde, College Station, Colleyville, Colorado City, Comanche, Commerce, Coolidge, Coppell, Copperas Cove, Corinth, Corral City, Crandall, Crowley, Dalworthington Gardens, Denison, DeSoto, Duncanville, Eastland, Edgecliff Village, Emory, Ennis, Euless, Everman, Fairview, Farmers Branch, Farmersville, Fate, Flower Mound, Forest Hill, Fort Worth, Frisco, Frost, Gainesville, Garland, Garrett, Grand Prairie, Grapevine, Gunter, Haltom City, Harker Heights, Haskell, Haslet, Hewitt, Highland Park, Highland Village, Honey Grove, Hurst, Hutto, Iowa Park, Irving, Justin, Kaufman, Keene, Keller, Kemp, Kennedale, Kerens, Kerrville, Killeen, Krum, Lake Worth, Lakeside, Lancaster, Lewisville, Lincoln Park, Little Elm, Lorena, Madisonville, Malakoff, Mansfield, McKinney, Melissa, Mesquite, Midlothian, Murphy, Newark, Nocona, North Richland Hills, Northlake, Oakleaf, Ovilla, Palestine, Pantego, Paris, Parker, Pecan Hill, Petrolia, Plano, Ponder, Pottsboro, Prosper, Quitman, Red Oak, Reno (Parker County), Richardson, Richland, Richland Hills, Roanoke, Robinson, Rockwall, Roscoe, Rowlett, Royse City, Sachse, Saginaw, Sansom Park, Seagoville, Sherman, Snyder, Southlake, Springtown, Stamford, Stephenville, Sulphur Springs, Sweetwater, Temple, Terrell, The Colony, Trophy Club, Tyler, University Park, Venus, Vernon, Waco, Watauga, Waxahachie, Westlake, White Settlement, Whitesboro, Wichita Falls, Woodway, and Wylie.

WHEREAS, on February 28, 2014, Atmos filed with the ACSC Cities an application, hereinafter referred to as the 2014 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism, which were subsequently consolidated into GUD No. 10359 at the Railroad Commission of Texas; and

WHEREAS, on February 27, 2015, Atmos filed with the ACSC Cities an application, hereinafter referred to as the 2015 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism; and

WHEREAS, the Settlement Agreement resolves all issues between Atmos and ACSC (“the Signatories”) regarding the 2014 RRM filing, which is currently pending before the Commission, and the 2015 RRM filing, which is currently pending before the ACSC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2014 RRM filing and the 2015 RRM filing can best be accomplished by each ACSC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the

Attachment A

following Settlement Terms as a means of fully resolving all issues between Atmos and the ACSC Cities involving the 2014 RRM filing and 2015 RRM filing:

Settlement Terms

1. Upon the execution of this Settlement Agreement, the ACSC Cities will approve an ordinance or resolution to approve the Settlement Agreement and implement the rates, terms and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. (Attachment A to the Ordinance ratifying the Agreement). Said tariffs should allow Atmos to recover annually an additional \$65.7 million in revenue over the amount allowed under currently approved rates by implementation of rates shown in the proof of revenues attached as Exhibit B. (Attachment B to the Ordinance ratifying this Agreement). The uniform implementation of gas rates, terms and conditions established by the Settlement Agreement shall be effective for bills rendered on or after June 1, 2015. Consistent with the City's authority under Section 103.001 of the Texas Utilities Code, the Settlement Agreement represents a comprehensive settlement of gas utility rate issues affecting the rates, operations and services offered by Atmos within the municipal limits of the ACSC Cities arising from Atmos' 2014 RRM filing and 2015 RRM filing. No refunds of charges billed to customers by Atmos under the RRM in past periods shall be owed or owing.
2. In an effort to streamline the regulatory review process, Atmos and the ACSC Cities have agreed to renew the Rate Review Mechanism ("Rider RRM") for a period commencing with the Company's March 1, 2016 filing under this mechanism for the calendar year 2015, effective June 1, 2016, and continuing thereafter until such time as either the ACSC Cities issue an ordinance stating a desire to discontinue the operation of the tariff or Atmos files a Statement of Intent. Atmos and the ACSC Cities further agree that the RRM tariff shall remain in effect until such time as new, final rates are established for Atmos. Upon approval of this Settlement Agreement by the ACSC Cities, Atmos shall file an updated RRM Tariff with each city reflecting the provisions of this agreement.
3. Atmos and the ACSC Cities agree that rate base as of December 31, 2014 in the amount of \$1,955,948,256 is just and reasonable and shall be recovered in rates.
4. Atmos and the ACSC Cities agree that a pension and other postemployment benefits balance as of December 31, 2014 in the amount of \$18,284,949 is just and reasonable and shall be used as the beginning balance for purposes of determining pension and other postemployment benefits to be recovered in the next RRM filing (Attachment D to the Ordinance ratifying the Agreement).
5. With regard to the treatment of Atmos' Rule 8.209 regulatory asset under the RRM, Atmos and the ACSC Cities agree to the following with respect to any pending and future RRM filings:
 - a. the capital investment in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209;

Attachment A

- b. the classification of projects included in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall serve as a basis for classification of projects in future RRM filings;
 - c. the treatment of blanket replacement projects, system upgrades, relocations, and transmission line replacements in the Rule 8.209 regulatory asset in the 2014 RRM filing and 2015 RRM filing is reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings.
 - d. the incurred expenses included in the Rule 8.209 regulatory asset in the 2014 RRM and the 2015 RRM are reasonable and consistent with the requirements of Rule 8.209 and shall be included in future RRM filings;
 - e. interest on the Rule 8.209 regulatory asset account shall be calculated using the pre-tax cost of capital most recently approved by the Commission. The use of the pre-tax cost of capital is consistent with Rule 8.209. A return on Rule 8.209 capital investment is only earned once the investment is included in rate base. No change in the Company's calculation of the interest component in its Rule 8.209 regulatory asset accounts is warranted through the period ended May 31, 2015. Beginning June 1, 2015, interest expense shall be calculated monthly using simple interest (*i.e.* 11.49% divided by 12, or approximately 0.96% per month) applied to the total value of the Rule 8.209 asset investment (exclusive of interest) until such time the Rule 8.209 regulatory asset is approved for inclusion in the Company's rate base.
 - f. While Atmos and the ACSC Cities agree to apply the treatments and methodologies set forth in this paragraph, subsections (a) – (e) in all future RRM filings, the regulatory authority retains its right to disallow any capital investment that is not shown to be prudently incurred, and any expense not shown to be reasonable and necessary, in future RRM filings.
 - g. Atmos and the ACSC Cities acknowledge that their agreement regarding the treatment and methodologies applicable to Rule 8.209 capital investments under the RRM tariff shall not prejudice the right of either party to argue for different treatments or methodologies in a future statement of intent proceeding.
6. Revenues approved pursuant to Paragraph 1 of the Settlement Agreement include reimbursement of rate case expenses owed to the ACSC Cities in connection with the 2014 RRM filing.
 7. The Signatories agree that each ACSC city shall approve this Settlement Agreement and adopt an ordinance or resolution to implement for the ACSC Cities the rates, terms, and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. Atmos and ACSC further agree that at such time as all of the ACSC Cities have passed an ordinance or resolution consistent with the Settlement and Atmos has received such ordinance or resolution, Atmos shall withdraw its appeal of the currently pending RRM filing before the Railroad Commission of Texas in connection with the 2014 RRM filing.

8. Atmos and the ACSC Cities further agree that the express terms of the Rider RRM are supplemental to the filing, notice, regulatory review, or appellate procedural process of the ratemaking provisions of Chapter 104 of the Texas Utilities Code. If the statute requires a mandatory action on behalf of the municipal regulatory authority or Atmos, the parties will follow the provisions of such statute. If the statute allows discretion on behalf of the municipal regulatory authority, the ACSC Cities agree that they shall exercise such discretion in such a way as to implement the provisions of the RRM tariff. If Atmos appeals an action or inaction of an ACSC City regarding an RRM filing to the Railroad Commission, the ACSC Cities agree that they will not oppose the implementation of interim rates or advocate the imposition of a bond by Atmos consistent with the RRM tariff. Atmos agrees that it will make no filings on behalf of its Mid-Tex Division under the provisions of Section 104.301 of the Texas Utilities code while the Rider RRM is in place. In the event that a regulatory authority fails to act or enters an adverse decision regarding the proposed annual RRM adjustment, the Railroad Commission of Texas shall have exclusive appellate jurisdiction, pursuant to the provisions of the Texas Utilities Code, to review the action or inaction of the regulatory authority exercising exclusive original jurisdiction over the RRM request. In addition, the Signatories agree that this Settlement Agreement shall not be construed as a waiver of the ACSC Cities' right to initiate a show cause proceeding or the Company's right to file a Statement of Intent under the provisions of the Texas Utilities Code.
9. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any ACSC city enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal. If any ACSC city rejects this Settlement Agreement, then this Settlement Agreement shall be void *ab initio* and counsel for the ACSC Cities shall thereafter only take such actions as are in accordance with the Texas Disciplinary Rules of Professional Conduct.
10. The Signatories agree that all negotiations, discussions and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with Atmos' 2014 RRM filing and 2015 RRM filing.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the ACSC Cities of an ordinance or resolution implementing this Settlement Agreement.
12. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and, except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.

Attachment A

13. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 7 day of May, 2015.

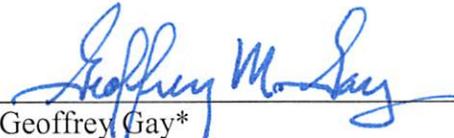
ATMOS ENERGY CORP., MID-TEX DIVISION

By: John A. Paris
John A. Paris
President, Mid-Tex Division

Attachment A

Agreed to this 7th day of May 2015.

ATTORNEY FOR ATMOS CITIES STEERING COMMITTEE, WHOSE MEMBERS INCLUDE THE CITIES OF ABILENE, ADDISON, ALLEN, ALVARADO, ANGUS, ANNA, ARGYLE, ARLINGTON, AUBREY, BEDFORD, BELLMEAD, BENBROOK, BEVERLY HILLS, BLOSSOM, BLUE RIDGE, BOWIE, BOYD, BRIDGEPORT, BROWNWOOD, BUFFALO, BURKBURNETT, BURLESON, CADDO MILLS, CANTON, CARROLLTON, CEDAR HILL, CELESTE, CELINA, CENTERVILLE, CISCO, CLARKSVILLE, CLEBURNE, CLYDE, COLLEGE STATION, COLLEYVILLE, COLORADO CITY, COMANCHE, COMMERCE, COOLIDGE, COPPELL, COPPERAS COVE, CORINTH, CORRAL CITY, CRANDALL, CROWLEY, DALWORTHINGTON GARDENS, DENISON, DESOTO, DUNCANVILLE, EASTLAND, EDGECLIFF VILLAGE, EMORY, ENNIS, EULESS, EVERMAN, FAIRVIEW, FARMERS BRANCH, FARMERSVILLE, FATE, FLOWER MOUND, FOREST HILL, FORT WORTH, FRISCO, FROST, GAINESVILLE, GARLAND, GARRETT, GRAND PRAIRIE, GRAPEVINE, GUNTER, HALTOM CITY, HARKER HEIGHTS, HASKELL, HASLET, HEWITT, HIGHLAND PARK, HIGHLAND VILLAGE, HONEY GROVE, HURST, HUTTO, IOWA PARK, IRVING, JUSTIN, KAUFMAN, KEENE, KELLER, KEMP, KENNEDALE, KERENS, KERRVILLE, KILLEEN, KRUM, LAKE WORTH, LAKESIDE, LANCASTER, LEWISVILLE, LINCOLN PARK, LITTLE ELM, LORENA, MADISONVILLE, MALAKOFF, MANSFIELD, MCKINNEY, MELISSA, MESQUITE, MIDLOTHIAN, MURPHY, NEWARK, NOCONA, NORTH RICHLAND HILLS, NORTHLAKE, OAKLEAF, OVILLA, PALESTINE, PANTEGO, PARIS, PARKER, PECAN HILL, PETROLIA, PLANO, PONDER, POTTSBORO, PROSPER, QUITMAN, RED OAK, RENO (PARKER COUNTY), RICHARDSON, RICHLAND, RICHLAND HILLS, ROANOKE, ROBINSON, ROCKWALL, ROSCOE, ROWLETT, ROYSE CITY, SACHSE, SAGINAW, SANSOM PARK, SEAGOVILLE, SHERMAN, SNYDER, SOUTHLAKE, SPRINGTOWN, STAMFORD, STEPHENVILLE, SULPHUR SPRINGS, SWEETWATER, TEMPLE, TERRELL, THE COLONY, TROPHY CLUB, TYLER, UNIVERSITY PARK, VENUS, VERNON, WACO, WATAUGA, WAXAHACHIE, WESTLAKE, WHITE SETTLEMENT, WHITESBORO, WICHITA FALLS, WOODWAY, AND WYLIE.

By: 
Geoffrey Gay*

* Subject to approval by ACSC City Councils

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 40.00 per month
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 18.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
 PROOF OF REVENUES AND PROPOSED TARIFF STRUCTURE
 TEST YEAR ENDING DECEMBER 31, 2014

(a)	(b)	(c)	(d)	(e)	(f)	(g)	
1 Proposed Change In Rates:		\$21,066,527	Schedule A				
2 Proposed Change In Rates without Revenue Related Taxes:		\$19,757,254	Ln 1 divided by factor on WP_F-5.1				
3							
4							
5							
6	Revenue						
	Requirements	Allocations					
7 Residential	\$ 338,431,486	77.95%	Per GUD 10170 Final Order				
8 Commercial	\$ 84,223,622	19.40%	Per GUD 10170 Final Order				
9 Industrial and Transportation	\$ 11,490,316	2.65%	Per GUD 10170 Final Order				
10 Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>						
11							
12							
17							
18	Rate Class	Current	Proposed Change	Proposed Rates	Proposed Change In Revenues	Proposed Revenues	Proposed Rates with Rate Case Expenses
19							
20 Residential Base Charge	\$ 18.20	\$ 0.36	\$ 18.56	\$ 6,351,350	\$ 327,447,398	\$ 18.60	
21 Residential Consumption Charge	\$ 0.08819	\$ 0.01112	\$ 0.09931	\$ 9,049,383	\$ 80,817,829	\$ 0.09931	
22 Commercial Base Charge	\$ 38.50	\$ 1.37	\$ 39.87	\$ 2,000,584	\$ 58,221,364	\$ 40.00	
23 Commercial Consumption Charge	\$ 0.07681	\$ 0.00339	\$ 0.08020	\$ 1,834,968	\$ 43,411,339	\$ 0.08020	
24 I&T Base Charge	\$ 675.00	\$ 22.35	\$ 697.35	\$ 220,192	\$ 6,870,292	\$ 700.00	
25 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2807	\$ 0.0130	\$ 0.2937	\$ 142,055	\$ 3,209,350	\$ 0.2937	
26 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2056	\$ 0.0095	\$ 0.2151	\$ 117,051	\$ 2,650,282	\$ 0.2151	
27 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0441	\$ 0.0020	\$ 0.0461	\$ 42,703	\$ 984,314	\$ 0.0461	
28				<u>\$ 19,758,287</u>	<u>\$ 523,612,169</u>		
29							

Data Sources:
 GUD10170_FINAL.xlsm

ATMOS ENERGY CORP., MID-TEX DIVISION
 PROOF OF REVENUES AND PROPOSED TARIFF STRUCTURE
 TEST YEAR ENDING DECEMBER 31, 2014

(a)	(b)	(c)	(d)	(e)	(f)	(g)	
1 Proposed Change In Rates:		\$21,066,527	Schedule A				
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	Requirements	Allocations					
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8 Commercial	\$ 84,223,622	19.40%	Per GUD 10170 Final Order				
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18	Rate Class	Current	Proposed Change	Proposed Rates	Proposed Change In Revenues	Proposed Revenues	Proposed Rates with Rate Case Expenses
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20 Residential Base Charge	\$ 18.20	\$ 0.36	\$ 18.56	\$ 6,351,350	\$ 327,447,398	\$ 18.60	
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22 Commercial Base Charge	\$ 38.50	\$ 1.37	\$ 39.87	\$ 2,000,584	\$ 58,221,364	\$ 40.00	
23 Commercial Consumption Charge	\$ 0.07681	\$ 0.00339	\$ 0.08020	\$ 1,834,968	\$ 43,411,339	\$ 0.08020	
24 I&T Base Charge	\$ 675.00	\$ 22.35	\$ 697.35	\$ 220,192	\$ 6,870,292	\$ 700.00	
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27 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0441	\$ 0.0020	\$ 0.0461	\$ 42,703	\$ 984,314	\$ 0.0461	
28				<u>\$ 19,758,287</u>	<u>\$ 523,612,169</u>		
29							

Data Sources:
 GUD10170_FINAL.xlsm

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 40.00 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 40.00 per month
Commodity Charge – All Ccf	\$ 0.08020 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
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Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 18.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.09931 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2014.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 700.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2937 per MMBtu
Next 3,500 MMBtu	\$ 0.2151 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0461 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2015	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2015	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.22	0.1404	98.80	0.6372
Austin	11.59	0.1443	213.62	0.7922
Dallas	14.12	0.2000	208.11	0.9085
Waco	9.74	0.1387	130.27	0.6351
Wichita Falls	11.79	0.1476	122.35	0.5772

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2014**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2014 Towers Watson Report (excluding Removed Cost Centers)	\$ 6,388,826	\$ 4,542,023	\$ 9,481,670	\$ 165,758	\$ 8,736,645	
2	Allocation to Mid-Tex	46.26%	46.26%	71.70%	100.00%	71.70%	
3	FY14 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY14 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,955,304		\$ 6,798,531			\$ 9,753,835
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 2,101,021			\$ 6,264,334	8,365,356
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 165,758		165,758
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949
14							
15							
16	O&M Expense Factor	95.82%	95.82%	43.03%	21.00%	43.03%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
19							
20	Capital Factor	4.18%	4.18%	56.97%	79.00%	56.97%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 123,445	\$ 87,761	\$ 3,872,930	\$ 130,949	\$ 3,568,614	\$ 7,783,699
23							
24	Total (Ln 18 + Ln 22)	\$ 2,955,304	\$ 2,101,021	\$ 6,798,531	\$ 165,758	\$ 6,264,334	\$ 18,284,949



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 26, 2015		
Department:		Neighborhood Services		
Department Head		Lori Schwarz		
Agenda Coordinator (include phone #): Doris Carter, ext. 5350				
CAPTION				
<p>Consideration of an Ordinance of the City of Plano, Texas amending Section 12-114 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas thereby providing that City service or emergency trailers, semi-trailers, pole trailers and special mobile equipment may park or stand in single-family, two-family and multi-family dwelling districts; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	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				
<p>COMMENTS: This item has no financial impact.</p> <p>STRATEGIC PLAN GOAL: An Ordinance amending Section 12-114 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas relates to the City's Goal of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>It is in the best interest of the City and its citizens that Section 12-114 of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas be amended to permit trailers owned by the City to be parked in single-family, two-family and multi-family dwelling districts to provide additional support to neighborhoods.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo		Environmental Health		
Ordinance				



Memorandum

Date: May 19, 2015
To: Bruce D. Glasscock, City Manager
From: Lori Schwarz, Director of Neighborhood Services
Subject: City Neighborhood Support Trailers

The Neighborhood Services Department has recently implemented a new program for neighborhood groups to organize block parties, the Pop-Up Party Trailer. Many cities are now providing these types of trailers to help build neighborhood organizations, create a sense of community identity and enhance citizens' quality of life. The trailer provides tables, chairs, picnic tables, games, trash cans, traffic cones and many more items that are typically not available to neighborhood groups for these types of events. Available for free to registered City of Plano neighborhood organizations, the trailer is delivered by city staff to the event site for use over a weekend. The Environmental Health Department's Environmental Education and Sustainability Division has also added a trailer for community clean-up days that provides all the equipment necessary for interested citizen groups.

In order to facilitate use of these trailers by our neighborhood organizations, the requested ordinance amendment allows city-owned trailers to park or stand on streets in various residential districts throughout the city.

xc: Rachel Patterson, Director of Environmental Health

An Ordinance of the City of Plano, Texas amending Section 12-114 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas thereby providing that City service or emergency trailers, semi-trailers, pole trailers and special mobile equipment may park or stand in single-family, two-family and multi-family dwelling districts; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.

WHEREAS, Section 12-114 of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas currently prohibits a trailer, semi-trailer or pole trailer from parking or standing upon any public street, highway, alley or public right-of-way between any public street and alley in a single-family, two-family or multi-family dwelling district; and

WHEREAS, the City utilizes several trailers for the provision of City services to residents who reside in single-family, two-family or multi-family dwelling districts; and

WHEREAS, attendant to the provision of said services, these trailers are at times required to be parked in a single-family, two-family or multi-family dwelling district so that the services may be more efficiently provided; and

WHEREAS, staff recommends that the City's trailers be exempt from the terms of Section 12-114 so that these services may be provided in an efficient and cost-effective manner; and

WHEREAS, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens that Section 12-114 of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas be amended to permit trailers owned by the City to be parked in single-family, two-family and multi-family dwelling districts.

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

Section I. Section 12-114 of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas is hereby amended to read as follows:

“Sec. 12-114. Parking of trucks, tractors, etc., in residential districts.

(c) Restricted areas and times.

- (1) *Single-family, two-family, multi-family dwelling districts.* It shall be unlawful for any person to park or stand or to allow any motor home, bus, trailer, boat trailer, semi-trailer, pole trailer, truck tractor, house trailer, special mobile equipment, farm tractor or implement of husbandry to park or stand upon any public street, highway, alley or public right-of-way between any street and alley, within any part of the city classified by the comprehensive zoning ordinance of the city as a single-family dwelling district, two-family dwelling district, or multi-family dwelling district. It shall be unlawful for any person to park or stand or allow any vehicle to park or stand upon any public street, highway, alley or public right-of-way between any street and alley within a residentially-classified district where a portion of the vehicle or any accessory attached to the vehicle extends more than ninety-five (95) inches into the roadway as measured from the face of the curb adjacent to said vehicle. This subsection shall not prevent the parking or standing of the above-

described vehicles and/or trailers upon any public street, highway or alley in any such zoned area, for the purpose of expeditiously loading and unloading passengers, freight or merchandise, but not otherwise. City service or emergency trailers, semi-trailers, pole trailers and special mobile equipment are exempt from this section.”

Section II. All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

Section V. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED THIS THE 26TH DAY OF MAY, 2015.

Harry LaRosilliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/26/15		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Toshia Kimball X7479				
CAPTION				
Public Hearing and an Ordinance of the City of Plano, Texas, renewing the designation of a certain area within the City of Plano, Texas, known as Reinvestment Zone No. 120 for tax abatement consisting of a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. Notice of public hearing published on May 7, 2015 to renew Reinvestment Zone No. 120. The real property improvements amount is \$5,000,000 and the personal property amount is \$2,000,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Pizza Hut of America, LLC, a Delaware limited liability company, request for tax abatement on Reinvestment Zone No. 120 and the renewal of the zone 500 feet north of Tennyson Parkway and east of Corporate Drive. http://goo.gl/maps/RzvpC				
List of Supporting Documents: Ordinance Metes and Bounds			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, renewing the designation of a certain area within the City of Plano, Texas, known as Reinvestment Zone No. 120 for tax abatement consisting of a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.

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

WHEREAS, on November 23, 2009, the City Council designated a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, as specifically described in the attached Exhibit "A" of this Ordinance, by the enactment of Ordinance No. 2009-11-16 and found that it was "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

WHEREAS, on November 23, 2009, the City Council designated the 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, as specifically described in the attached Exhibit "A" of this Ordinance, as Reinvestment Zone No. 120 by Ordinance No. 2009-11-16; and

WHEREAS, in accordance with Section 312.203 of the Act, the designation of a reinvestment zone for a commercial/industrial tax abatement expires five years after the date of the designation, such that the designation of Reinvestment Zone 120 expired on November 22, 2014; and

WHEREAS, Section 312.203 of the Act permits a reinvestment zone to be renewed for a period not to exceed five years; and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 26th day of May, 2015, regarding the renewal of Reinvestment Zone No. 120, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone not later than the seventh (7th) day before the date of the hearing; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the renewal of Reinvestment Zone No. 120, the boundaries of the proposed renewed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed renewed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest its creation.

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

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

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

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

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

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

Section IV. Pursuant to Sections 312.201 and 312.203 of the Act, the City hereby renews and redesignates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto, and such renewed and redesignated reinvestment zone shall continue to be designated as Reinvestment Zone No. 120, City of Plano, Texas.

Section V. Reinvestment Zone No. 120 is renewed and redesignated upon the passage of this ordinance, and it shall remain designated as a commercial/industrial reinvestment zone for a period of five (5) years from May 26, 2015, the date of designation.

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

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

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

- a) Duration of exemption – ten (10) consecutive tax years beginning with and including the January 1, 2017, assessment date.
- b) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements and Tangible Personal Property for the years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026.

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

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

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

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 20.54 acre tract of land in the Collin County School Survey, Abstract No. 150, situated in the City of Plano, Collin County, Texas, and being a portion of that tract of land described as Tract 13 in Special Warranty Deed to West Plano Land Company, L.P., as recorded in Document No. 20060920001358250, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the southeast right-of-way line of Corporate Drive (85 foot right-of-way), said point being the northernmost corner of said Tract 13 and the westernmost northwest corner of Lot 1, Block A, of Ericsson Village, as recorded in Document No. 20081202010004190, O.P.R.C.C.T., from which a 1-inch found iron rod bears North 77 degrees 58 minutes 52 seconds East, a distance of 4.94 feet;

THENCE South 38 degrees 02 minutes 02 seconds East, departing said south right-of-way line **AND ALONG THE COMMON LINE BETWEEN SAID** Tract 13 and said Lot 1, a distance of 384.27 feet to a 5/8-inch found iron for corner;

THENCE South 00 degrees 32 minutes 02 seconds East, continuing along said common line, a distance of 192.88 feet to a 5/8-inch found iron rod with "KHA" cap for corner;

THENCE South 37 degrees 01 minute 18 seconds East continuing along said common line, a distance of 298.16 feet to a point for corner in a pond;

THENCE South 53 degrees 00 minutes 07 seconds East, departing said common line over and across said Tract 13, a distance of 140.75 feet to a point for corner in a pond;

THENCE South 23 degrees 00 minutes 07 seconds East, continuing across said Tract 13, a distance of 616.59 feet to a point for corner in a pond;

THENCE South 41 degrees 51 minutes 32 seconds West, continuing across said Tract 13, a distance of 283.88 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALF ASSOC." (hereinafter referred to as "with cap") for corner on the east right-of-way line of said Corporate Drive;

THENCE North 48 degrees 08 minutes 28 seconds West, along said east right-of-way line, a distance of 192.00 feet to 1" found iron rod for the point of curvature of a circular curve to the right having a radius of 807.50 feet and whose chord bears North 29 degrees 48 minutes 29 seconds West, a distance of 507.95 feet;

THENCE Northwesterly, continuing along said east right-of-way line and said curve, through a central angle of 36 degrees 39 minutes 49 seconds, an arc distance of 516.72 feet to a found City of Plano monument for the point of reverse curvature of a non-tangent circular curve to the left

having a radius of 69.50 feet and whose chord bears North 00 degrees 08 minutes 42 seconds West, a distance of 77.96 feet;

THENCE Northerly, continuing along said east right-of-way line and along said curve, through a central angle of 68 degrees 13 minutes 52 seconds, an arc distance of 82.76 feet to a ½-inch set iron rod with cap for the point of reverse curvature of a non-tangent circular curve to the right having a radius of 90.50 feet and whose chord bears North 17 degrees 22 minutes 32 seconds West, a distance of 54.70 feet; from which a 1-inch found iron rod bears South 53 degrees 43 minutes 03 seconds East, a distance of 2.82 feet;

THENCE Northerly, continuing along said east right-of-way line and along said curve, through a central angle of 33 degrees 46 minutes 08 seconds, an arc distance of 53.34 feet to a ½-inch set iron rod with cap for corner;

THENCE North 00 degrees 27 minutes 27 seconds West, departing said curve and along said east right-of-way line, a distance of 25.63 feet to a 1/2-inch set iron rod with cap for the point of curvature of a non-tangent circular curve to the right having a radius of 807.50 feet and whose chord bears North 22 degrees 24 minutes 10 seconds East, a distance of 628.27 feet;

THENCE Northeasterly, continuing along said east right-of-way line and along said curve through a central angle of 45 degrees 47 minutes 14 seconds, an arc distance of 645.30 feet to a 1-inch found iron rod for corner;

THENCE North 45 degrees 17 minutes 48 seconds East, departing said curve and along said southeast right-of-way line, a distance of 417.67 feet to the **POINT OF BEGINNING AND CONTAINING** 894.720 square feet or 20.54 acres of land, more or less.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/26/15		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Toshia Kimball X7479				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17 through 2026-27	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
SUMMARY OF ITEM				
This relates to Pizza Hut of America, LLC, a Delaware limited liability company, request for tax abatement on Reinvestment Zone No. 120 and the renewal of the zone 500 feet north of Tennyson Parkway and east of Corporate Drive. http://goo.gl/maps/RzvpC				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Tax Abatement Agreement				

A Resolution of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

TAX ABATEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, on the 26th day of May, 2015, the City Council of the City of Plano, Texas, passed Ordinance No. 2015- - renewing Reinvestment Zone No. 120, for commercial/industrial tax abatement, hereinafter referred to as the “Ordinance”, as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as “Act”; and

WHEREAS, the City has adopted a policy statement for Tax Abatement by Resolution No. 2014-1-1(R) stating that it elects to be eligible to participate in tax abatement (the “Policy Statement”); and

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

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

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 120 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

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

1. Owner’s real property subject to this Agreement is described by metes and bounds in **EXHIBIT “A”** (the “Real Property”) attached hereto and made a part hereof.
2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 120, which shall be hereinafter referred to as the “Personalty”. The Personalty is to have an assessed taxable value as

determined by the Collin County Central Appraisal District of not less than Two Million Dollars (\$2,000,000) on the Real Property by December 31, 2016.

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

IMPROVEMENTS

4. (a) Owner agrees to add the Personalty required under Section 2 by December 31, 2016, unless an extension as a result of an Event of Force Majeure is approved by the City in writing. The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2016, Owner shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 60,000 gross square feet of office space and training facilities with an assessed taxable value of not less than Five Million Dollars (\$5,000,000) for **new improvements added** to the Real Property between the dates of January 1, 2015 through December 31, 2016, as determined by the Collin County Central Appraisal District. The real property abatement for the new improvements shall begin in the 2017 tax year pursuant to Section 11(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing.

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

DEFAULT

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

(a) Owner allows its personal property taxes or real property improvement taxes owed the City to become delinquent, and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

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

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

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

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

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

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

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

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

7. Upon the occurrence of an event of default under Section(s) 5(a), (b) and/or (g) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement, shall become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the

addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

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

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

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

ANNUAL CERTIFICATION

9. Beginning November 1, 2017, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, Owner, or its successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

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

(a) **City Consent Required.** Except as permitted by Section 10(b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

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

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

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

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

(c) Prior to the effective date of the assignment or sale under Section 10(a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

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

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2017 through December 31, 2026.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2017 through December 31, 2026.

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

(c) The Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of a protest and/or contest filed by Owner, or the removal of Personalty from the Real Property.

NOTICE

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

For City by notice to:

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

With copy to:

City of Plano
Attention: Ms. Paige Mims
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Owner by notice to:

Pizza Hut of America, LLC
Attention: Mr. Al Litchenburg
Chief Development Officer
7100 Corporate Drive
Plano, Texas 75024

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

MISCELLANEOUS PROVISIONS

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

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

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

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 26th day of May, 2015, authorizing the City Manager to execute the Agreement on behalf of the City.

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

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

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

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

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

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

PIZZA HUT OF AMERICA, LLC, a Delaware limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"
**LEGAL DESCRIPTION FOR NORTH BUILDING ADDITION AND
SOUTH BUILDING ADDITION**

NORTH BUILDING ADDITION

BEING a 0.4568 acre tract of land situated in the Collin County School Survey, Abstract No. 150, City of Plano, Collin County, Texas, said tract being part of Lot 1, Block 1, PIZZA HUT ADDITION, an addition to the City of Plano, Collin County, Texas, as recorded in Instrument Number 20101119010002320, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a point for the northernmost corner of said Lot 1, Block 1, said corner being located on the southeast right-of-way line of Corporate Drive (an existing 85 foot wide right-of-way), same being the westernmost northwest corner of Lot 1, Block A, ERICSSON VILLAGE, an addition to the City of Plano, Collin County, Texas as recorded in Instrument Number 20081202010004190, O.P.R.C.C.T.;

THENCE South 06 degrees 55 minutes 35 seconds West, departing said corner, and over and across said Lot 1, Block 1, a distance of 314.11 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing over and across said Lot 1, Block 1, the following bearings and distances:

South 44 degrees 33 minutes 32 seconds East, a distance of 1.07 feet to a point for corner;

South 45 degrees 26 minutes 19 seconds West, a distance of 2.35 feet to a point for corner;

South 44 degrees 33 minutes 39 seconds East, a distance of 0.46 feet to a point for corner;

South 45 degrees 26 minutes 03 seconds West, a distance of 0.46 feet to a point for corner;

South 44 degrees 34 minutes 00 seconds East, a distance of 136.41 feet to a point for corner;

South 45 degrees 26 minutes 00 seconds West, a distance of 121.73 feet to a point for corner;

South 44 degrees 34 minutes 00 seconds East, a distance of 0.65 feet to a point for corner;

South 45 degrees 26 minutes 00 seconds West, a distance of 22.42 feet to a point for corner;

North 44 degrees 32 minutes 57 seconds West, a distance of 137.06 feet to a point for corner;

North 45 degrees 26 minutes 09 seconds East, a distance of 0.08 feet to a point for corner;

North 44 degrees 33 minutes 56 seconds West, a distance of 0.46 feet to a point for corner;

South 45 degrees 26 minutes 09 seconds West, a distance of 2.08 feet to a point for corner;

North 44 degrees 33 minutes 51 seconds West, a distance of 1.06 feet to a point for corner;

North 45 degrees 26 minutes 04 seconds East, a distance of 148.91 feet to the **POINT OF BEGINNING** and containing 0.4568 acres (19,900 square feet) of land, more or less.

SOUTH BUILDNG ADDITION

BEING a 0.4103 acre tract of land situated in the Collin County School Survey, Abstract No. 150, City of Plano, Collin County, Texas, said tract being part of Lot 1, Block 1, PIZZA HUT ADDITION, an addition to the City of Plano, Collin County, Texas, as recorded in Instrument Number 20101119010002320, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a point for the northernmost corner of said Lot 1, Block 1, said corner being located on the southeast right-of-way line of Corporate Drive (an existing 85 foot wide right-of-way), same being the westernmost northwest corner of Lot 1, Block A, ERICSSON VILLAGE, an addition to the City of Plano, Collin County, Texas as recorded in Instrument Number 20081202010004190, O.P.R.C.C.T.;

THENCE South 01 degree 43 minutes 40 seconds East, departing said corner, and over and across said Lot 1, Block 1, a distance of 796.95 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE continuing over and across said Lot 1, Block 1, the following bearings and distances:

South 19 degrees 10 minutes 58 seconds West, a distance of 249.00 feet to a point for corner;

North 70 degrees 49 minutes 02 seconds West, a distance of 48.96 feet to a point for corner;

North 19 degrees 08 minutes 36 seconds East, a distance of 63.30 feet to a point for corner;

North 65 degrees 49 minutes 02 seconds West, a distance of 21.26 feet to a point for corner;

North 24 degrees 10 minutes 58 seconds East, a distance of 28.00 feet to a point for corner;

North 65 degrees 49 minutes 02 seconds West, a distance of 24.08 feet to a point for corner;

North 24 degrees 10 minutes 58 seconds East, a distance of 6.00 feet to a point for corner;

South 65 degrees 49 minutes 05 seconds East, a distance of 3.06 feet to a point for corner;

North 24 degrees 10 minutes 58 seconds East, a distance of 147.87 feet to a point for corner;

South 65 degrees 49 minutes 02 seconds East, a distance of 26.37 feet to a point for corner;

North 19 degrees 10 minutes 58 seconds East, a distance of 3.13 feet to a point for corner;

South 70 degrees 49 minutes 02 seconds East, a distance of 49.00 feet to the **POINT OF BEGINNING** and containing 0.4103 acres (17,873 square feet) of land, more or less.

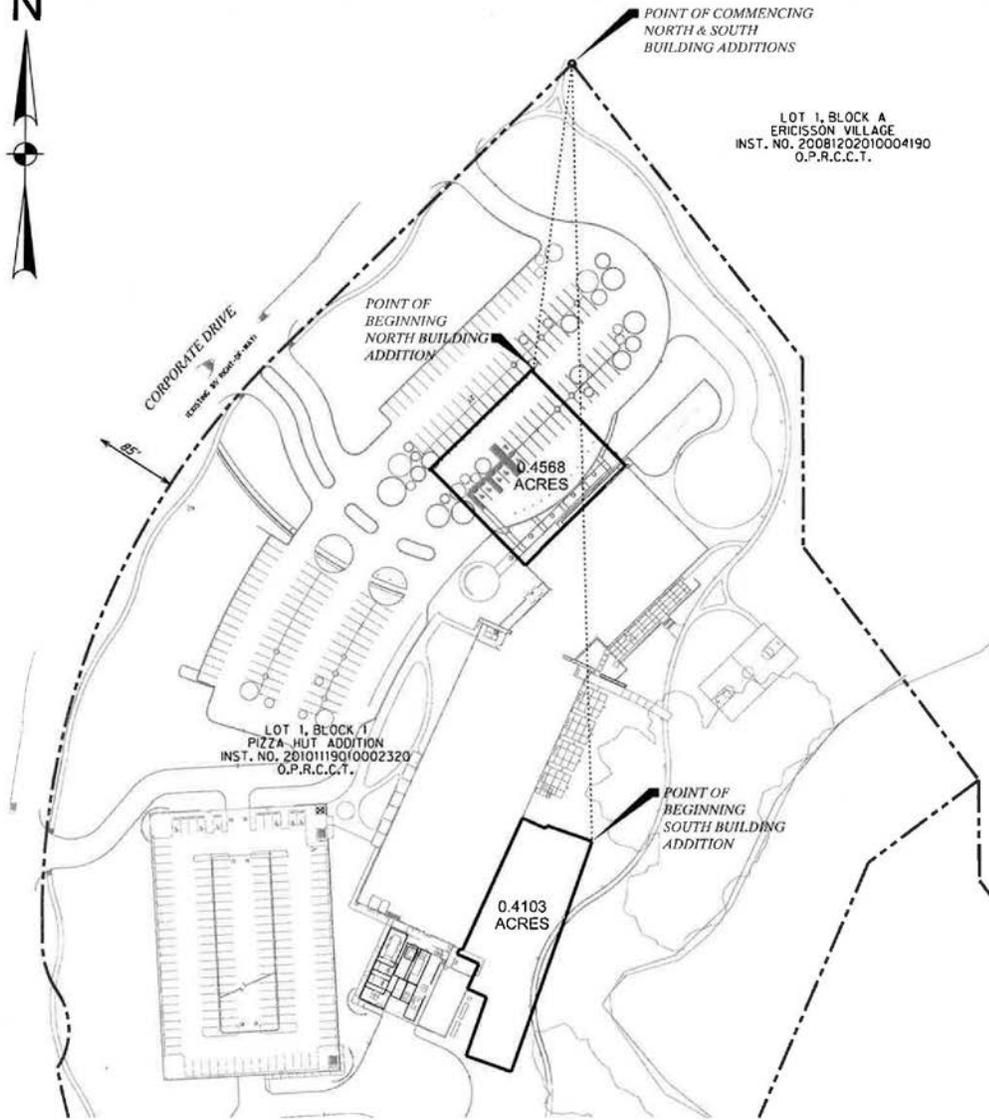
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**BUILDING EXPANSION EXHIBIT
PIZZA HUT ADDITION
LOT 1, BLOCK 1**

SITUATED IN THE
COLLIN COUNTY SCHOOL SURVEY,
ABSTRACT NO. 150
CITY OF PLANO, COLLIN COUNTY, TEXAS

PIZZA HUT OF AMERICA, INC.



1201 NORTH BOWSER ROAD RICHARDSON, TEXAS 75081 (214) 346-8200
TBPLS FIRM NO. 10029800

SCALE: 1"=40' DATE: APRIL 2015 PAGE 1 OF 1

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 120
Tax Abatement Agreement (the “Agreement”) between Pizza Hut of America, LLC, a
Delaware limited liability company, (“Owner”); and the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2017 through December 31, 2026. This form is due on November 1, 2017 and on November 1 of each year thereafter that the Agreement is in force.

PIZZA HUT OF AMERICA, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/26/15
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Public Hearing and a Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	10	0	10
BALANCE	0	10	0	10

FUND(S): **PARK IMPROVEMENT CIP**

COMMENTS: This item approves the granting of a permanent easement and right of way to Oncor so that they may upgrade electrical service. In exchange, Oncor will pay the City of Plano \$10, which will be used to partially offset expenditures to improve Oak Point Park & Nature Preserve.

STRATEGIC PLAN GOAL: Granting an easement on park land so that electrical services may be upgraded relates to the City's goal of Partnering for Community Benefit.

SUMMARY OF ITEM

It is proposed that the City allow Oncor Electric Delivery Company LLC to use a portion of the Oak Point Nature Preserve as a permanent easement and right of way for the installation of upgraded electrical service to the North Texas Municipal Water District's (NTMWD) sewer pumping station located within a NTMWD easement within the park.

Oncor will compensate the City for a sum of \$10 for the easement and right of way. To permit the use of Park Land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:

1. There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
2. The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or taking; and

3. The Project will not adversely affect the activities, features, and attributes of Park Land.

Witnesses will be presented at the public hearing on these issues.

Project Location Map:

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

List of Supporting Documents:

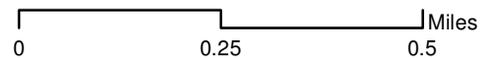
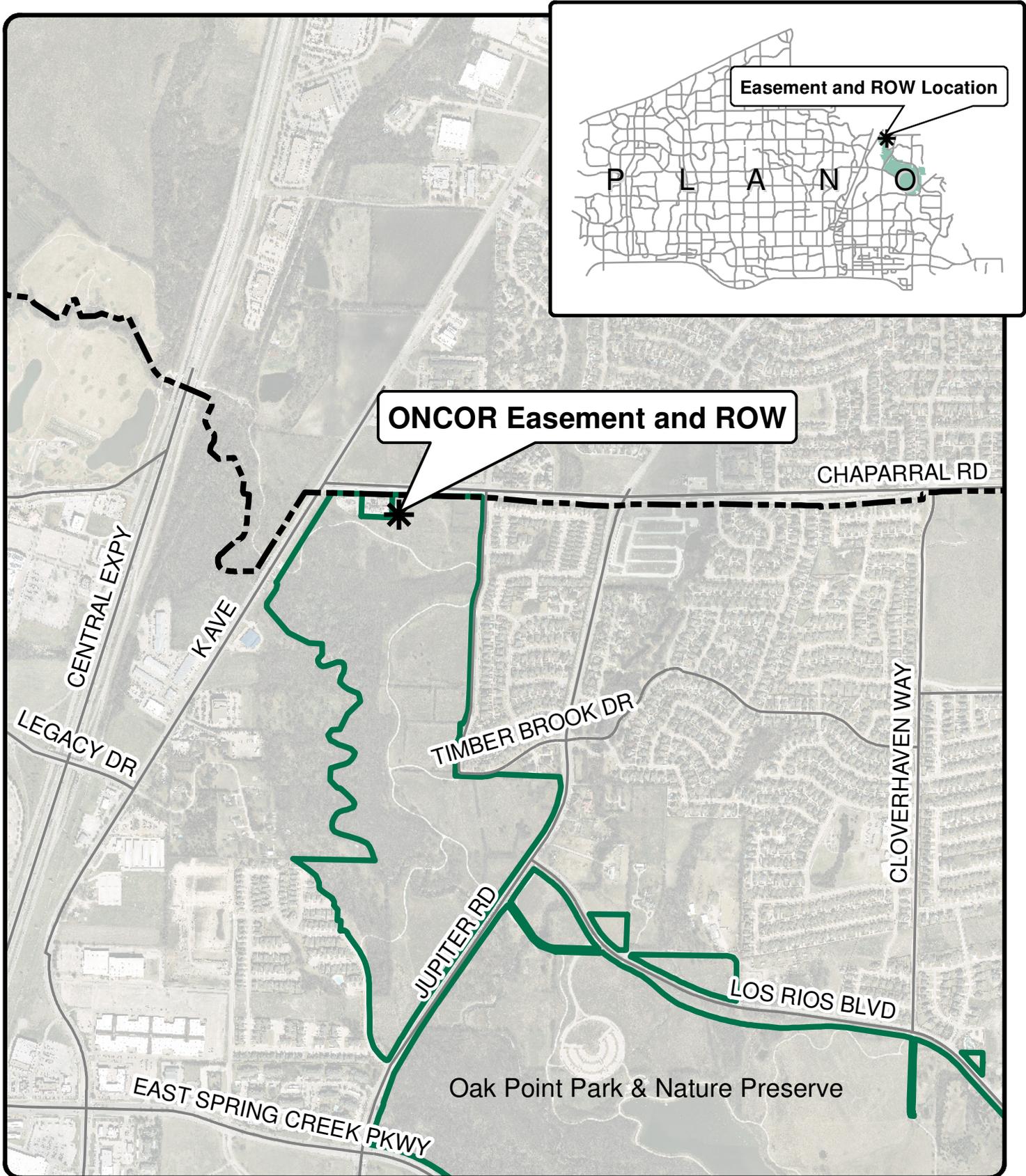
Location Map

Oncor Letter

Resolution

Other Departments, Boards, Commissions or Agencies

ONCOR Easement and ROW Location Map at Oak Point Park & Nature Preserve



Name
Title



Oncor Electric Delivery
4600 State highway 121
McKinney, Tx 75070
972-569-1224
James.Lilley@oncor.com

May 5, 2015

City of Plano
Attn: Jessie L. Davis
1409 Ave K
Plano, Texas 75074

RE: Upper Rowlett/Upper Cottonwood – North Texas Water

Dear Jessie

NTMW has added additional facilities that have required ONCOR to upgrade the existing facilities to serve the existing facilities, the easements will cover underground cable and pad mounted equipment serving the added load.

If you have any questions or need any additional information contact me at 972-569-1224.

Best regards,

A handwritten signature in black ink, appearing to read "Danny Lilley". The signature is written in a cursive, flowing style.

Danny Lilley
New Construction Manager

A Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

WHEREAS, Oncor Electric Delivery Company LLC has requested easement and right of way for the upgrading of electrical service to North Texas Municipal Water District (NTMWD) as depicted on the drawing attached hereto as Exhibit "A" (called "Easement") which requires the use or taking of a portion of City of Plano public Park Land known as Oak Point Park and Nature Preserve (called the "Park Land"), and said easement and right of way lies within an existing easement with NTMWD; and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for the use or taking of public Park Land, at which the governing body must determine whether any feasible and prudent alternative to the use or taking of public Park Land exists, and whether the proposed use or taking includes all reasonable planning to minimize the harm to the Park Land; and

WHEREAS, Notice of the Public Hearing was duly served and published in conformity with Chapter 26 of the Texas Parks and Wildlife Code for the Project; and

WHEREAS, the City Council held a public hearing on May 26, 2015, regarding the Project during which all interested persons had the opportunity to testify and present relevant evidence before the City Council.

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

Section I. After hearing and review of all the testimony, evidence, and other relevant information at the Public Hearing, the City Council hereby finds and determines that:

- 1) There is no feasible and prudent alternative to the use or taking of the portion of public Park Land at Oak Point Park and Nature Preserve as proposed by the Project; and
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking; and
- 3) The Project will not adversely affect the activities, features, and attributes of the Park Land.

Section II. The City Council further finds that the Project is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas. Accordingly, the City Council approves the use or taking of a portion of Oak Point Park and Nature Preserve through a permanent easement, as depicted in Exhibit "A".

Section III. The City Manager, or his designee, is hereby authorized to execute all necessary documents in connection with the change in use and the permanent easement on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

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

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, 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, Grantee, 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 Easement.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2015

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

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY, LLC,
a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bruce D. Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

Being a 0.040 acre tract of land situated in the Jeremiah Moncey Survey, Abstract No. 621, City of Plano, Collin County, Texas, said 0.040 acre tract of land being a portion of a 71.888 acre tract of land as described in the deed to The City of Plano as recorded in Volume 1629, Page 87 of the Deed Records of Collin County, Texas, said 0.040 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod (Controlling Monument) (CM) found for the southeast corner of an existing 1.263 acre Easement (designated "Tract No. Two") as described in the easement to North Texas Municipal Water District and recorded in Volume 2456, Page 315 of said Deed Records of Collin County, Texas, from which a 3/8 inch iron rod (CM) found for the southwest corner of said existing 1.263 acre Easement bears North 88 degrees 25 minutes 04 seconds West, a distance of 250.00 feet; **THENCE** North 01 degrees 34 minutes 56 seconds East, with the easterly line of said existing 1.263 acre Easement, passing at a distance of 20.00 feet the southwest corner of an existing 0.459 acre Permanent Utility Easement as described in the easement to North Texas Municipal Water District as recorded in Instrument Number 20140131000093950 of the Official Public Records of Collin County, Texas, continuing with the easterly line of said existing 1.263 acre Easement and westerly line of said existing 0.459 acre Permanent Utility Easement for a total distance of 220.00 feet to a point for the northeast corner of said existing 1.263 acre Easement and the northwest corner of said existing 0.459 acre Permanent Utility Easement, said point being in the southerly right-of-way line of Chaparral Road (a 110 foot right-of-way); **THENCE** South 88 degrees 25 minutes 04 seconds East, with the northerly line of said existing 0.459 acre Permanent Utility Easement and with the southerly right-of-way line of said Chaparral Road, a distance of 42.43 feet to the **POINT OF BEGINNING**;

THENCE South 88 degrees 25 minutes 04 seconds East, with the northerly line of said existing 0.459 acre Permanent Utility Easement and with the southerly right-of-way line of said Chaparral Road, a distance of 50.00 feet to a point for corner;

THENCE South 01 degrees 34 minutes 56 seconds West, a distance of 35.00 feet to a point for corner;

THENCE North 88 degrees 25 minutes 04 seconds West, a distance of 50.00 feet to a point for corner;

THENCE North 01 degrees 34 minutes 56 seconds East, a distance of 35.00 feet to the **POINT OF BEGINNING** and containing 1,750 square feet or 0.040 acres of land, more or less.

EXHIBIT A

71.880 ACRE, CITY OF PLANO TRACT
VOLUME 1629, PAGE 87, D.R.C.C.T.
JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 8-13-14

SCALE: N/A

PAGE 1 OF 3



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

NOTES:

1. A plat of same date accompanies this legal description.
2. All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation surface adjustment factor for Collin County (1.000152710). All distances and areas shown hereon are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a title report. There may be easements and /or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY 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: August 13, 2014
Gorrondona & Associates, Inc.

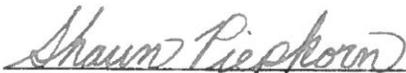

Shaun Marvin Piepkorn
Registered Professional Land Surveyor
No. 6432
Texas Firm No. 10106903



EXHIBIT A

71.880 ACRE, CITY OF PLANO TRACT
VOLUME 1629, PAGE 87, D.R.C.C.T.
JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
CITY OF PLANO, COLLIN COUNTY, TEXAS

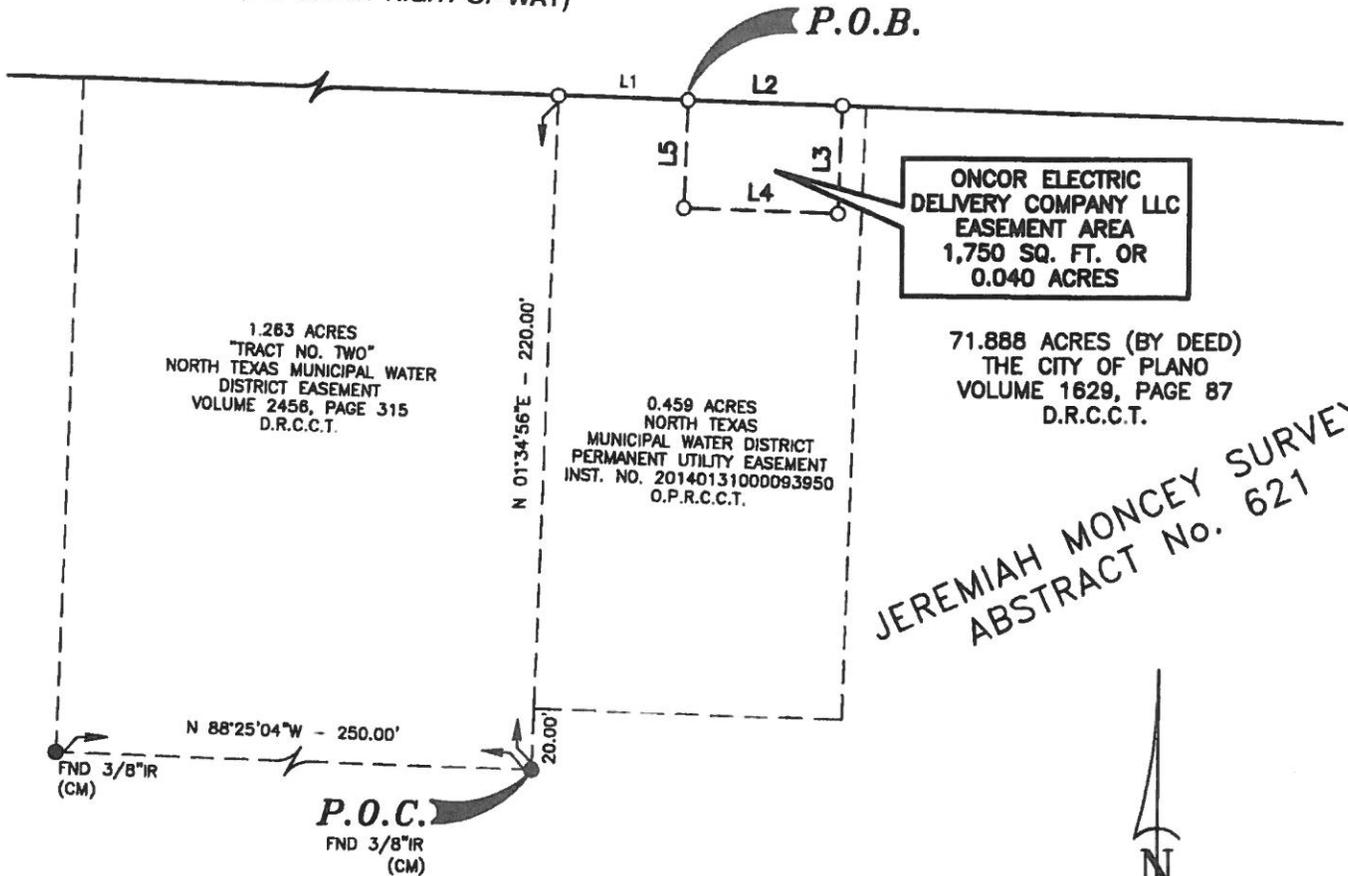
DATE: 8-13-14 SCALE: N/A PAGE 2 OF 3



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

CHAPARRAL ROAD
(110' WIDTH RIGHT-OF-WAY)



- (1) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
- (2) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS96 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
- (3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°25'04"E	42.43'
L2	S 88°25'04"E	50.00'
L3	S 01°34'56"W	35.00'
L4	N 88°25'04"W	50.00'
L5	N 01°34'56"E	35.00'

LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
---	EASEMENT LINE
---	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

SHAUN MARVIN PIEPKORN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6432 TEXAS FIRM NO. 10106903

EXHIBIT A
 71.880 ACRE, CITY OF PLANO TRACT
 VOLUME 1629, PAGE 87, D.R.C.C.T.
 JEREMIAH MONCEY SURVEY, ABSTRACT No. 621
 CITY OF PLANO, COLLIN COUNTY, TEXAS



Gorrondona & Associates, Inc.
 1701 North Market Street
 Suite Number 450
 Dallas, Texas 75202
 (214) 712-0600 Office

**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	\$1,000,000 each accident	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease	City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557