

CITY COUNCIL

1520 AVENUE K



DATE: 5/27/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION: Sr. Pastor Paul Gould
First United Methodist Church Plano
PLEDGE OF ALLEGIANCE: Plano's Harding - Blaine American Legion Post
321 Color Guard

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>SPECIAL RECOGNITION: The Plano West Senior High School team has won the Annual Academic WorldQuest competition.</p> <p>PRESENTATION: The Plano Fire Fighters Association is presenting a check to the Muscular Dystrophy Association</p> <p>PRESENTATION: The Plano Budget and Research Department has received the Distinguished Budget Presentation Award</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Self Sufficiency Committee</u></p> <p>Shelby Williams</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 12, 2014</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. 2014-146-B for the purchase of Animal Shelter Rooftop A/C Units from Assured Mechanical Solutions LLC in the amount of \$151,250; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) CSP No. 2014-136-B for the construction of the Police Evidence Storage Expansion to Lee Lewis Construction, Inc., in the amount of \$3,001,400; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2014-220-B for the purchase of three (3) Chevrolet 1-Ton Utility Vans for Fleet Services to be utilized by the Facilities Maintenance Department from Caldwell Country Automotive (aka Baby Jack II Automotive LTD) in the amount of \$91,311; and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2014-208-C for a one (1) year contract with three (3) City optional one (1) year renewals for Public Building Landscape Maintenance Group 1 for the Parks and Recreation Department to Weldon's Lawn and Tree in the estimated annual amount of \$70,650; and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(f) To approve an Engineering Services Agreement by and between the City of Plano and Birkhoff, Hendricks & Carter, LLP, in the amount of \$55,300 for the Jupiter and Coit Elevated Tanks Project No. 6341; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$358,930 for Fire Administration and Station One Renovations & Improvements designs; and authorizing the City Manager to execute all necessary documents.</p> <p>(h) To approve an Architectural Services Agreement by and between the City of Plano and SmithGroupJJR, Inc., in the amount of \$555,000 for Carpenter Park Pool Expansion designs; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>Approval of Contract Modification</p> <p>To approve and authorize Contract Modification No. 2 for the purchase of additional services for the Water & Wastewater SCADA, Project No. 6212, in the amount of \$25,000 from Birkhoff, Hendricks & Carter, LLP.</p>	
(j)	<p>Approval of Change Order</p> <p>To Jerusalem Corporation, increasing the contract by \$146,125 for the Arterial Concrete Rehab Independence Parkway - Spring Creek Parkway to SH 121, Project No. 6320, Change Order No. 1, Bid No. 2013-242-B.</p>	
(k)	<p>Approval of Expenditure</p> <p>To approve the purchase of fourteen (14) Lucas 2 Chest Compression Systems from Physio-Control, Inc. the sole source provider in the amount of \$180,375 and authorizing the City Manager to execute all necessary documents.</p>	
(l)	<p>To approve an expenditure for the construction of the Stadium Pump Station Rehabilitation Project by Red River Construction Company, in the amount of \$10,853,210 and authorizing the City Manager to execute all necessary documents.</p>	
(m)	<p><u>Adoption of Resolutions</u></p> <p>To approve a Park Land Reimbursement Agreement between the City of Plano and TOG Development I, LLC; authorizing the City Manager to execute any necessary documents; and providing an effective date.</p>	
(n)	<p>To appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.</p>	
(o)	<p>To affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.</p>	
(p)	<p>To authorize continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.; and providing an effective date.</p>	
(q)	<p>To repeal Resolution No. 2012-4-11(R) and designate a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date.</p>	
(r)	<p>To approve the Investment Portfolio Summary for the quarter ending March 31, 2014 and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(s) To amend Section 12-73.1(d) of 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 fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p>(t) To transfer the sum of \$5,000,000 from the General Fund unappropriated fund balance to the Economic Development Incentive Fund operating appropriation for fiscal year 2013-14 for the sole purpose of offering incentives to actively recruit corporations to Plano and redevelopment of current properties; amending the Budget of the City and Ordinance No. 2013-9-8, Section 1, Item "F" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <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>	
<p>(1)</p>	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-10 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade, on 31.3± acres of land located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for an Independent Living Facility; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: CRP-GREP Coit Center Owner, L.P.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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:		05/27/2014		
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 Senior High School team has won the Annual Academic WorldQuest competition.				
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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PRESENTATION: The Plano Fire Fighters Association is presenting a check to the Muscular Dystrophy Association				
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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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PRESENTATION: The Plano Budget and Research Department has received the Distinguished Budget Presentation Award				
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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	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 12, 2014**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, May 12, 2014, 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; and Real Estate, Section 551.072; and to discuss 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 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

Personnel Reappointments –

DART Board of Directors

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8–0 to reappoint Paul Wageman as the City of Plano representative and Faye Wilkins as a shared representative.

Personnel Appointments

Self Sufficiency Committee

Upon a motion made by Council Member Gallagher and seconded by Deputy Mayor Pro Tem Harris with a clarification of term, the Council voted 8-0 to appoint Shelby Howard Williams with a term ending October 31, 2016.

Board and Commission Review Committee report

Mayor Pro Tem Smith and Deputy Mayor Pro Tem Harris spoke to the Board and Commission Review Committee meetings and thanked the Board and Commission Chairs and Staff Liaisons for their dedicated service. Mayor Pro Tem Smith stated the committee had no specific recommendations. Deputy Mayor Pro Tem Harris spoke to the Senior Citizens Advisory Board possibly meeting monthly and hosting a roundtable 2-3 times a year. He requested the Senior Citizen Advisory Board to explore their options and provide Council with a recommendation.

Environmental Health Briefing – E-Cigarettes

Director of Environmental Health Teel spoke to the history, industry, increased popularity and use of e-cigarettes (electronic) and vaping (using an e-cigarette). Mr. Teel outlined definitions, terms, and issues the Council should consider if they desire to regulate the use and sale of e-cigarettes. Mr. Teel stated positive attributes of e-cigarettes such as, being used as a smoking cessation device, e-cigarettes being less harmful, and causing fewer pollutants to be released than a regular tobacco cigarette. He spoke to negative attributes which include being a gateway for young people to smoke, some e-cigarettes can contain carcinogens, minors can purchase e-cigarettes and e-cigarettes are currently unregulated. Mr. Teel spoke to the countries, states and Texas cities currently with regulations and the FDA's plan to start regulating e-cigarettes. He stated the City's current policies and regulation options for the Council to consider.

Jamee Jolly, President and CEO of the Plano Chamber of Commerce presented the results of a quick survey of hospitality members showing support of regulation of e-cigarettes and stated the Chamber will continue to monitor the issue. Mr. Teel stated the City could regulate at a high, moderate or low level. He spoke to each level of regulation and its impact. The Council discussed the pros and cons of each level regulation and directed Staff to bring back an ordinance to regulate e-cigarettes like tobacco products but grandfathering use in primary vapor shops selling e-cigarettes and supplies.

Plano Tomorrow Comprehensive Plan Discussion - Regionalism

Comprehensive Planning Manager Schwarz spoke to the Comprehensive Plan update regarding regionalism including land-use and transportation. Ms. Schwarz presented the estimated population and employment density for 2035 and undeveloped land in Plano. She stated the Planning and Zoning Commission's recommendation of Plano will expand existing housing to accommodate population growth. Ms. Schwarz confirmed the Council was in line with the recommendation.

Plano Tomorrow Con't.

Ms. Schwarz spoke to future improvement and expansion of services within the City's portion of the regional transportation system. She stated the Planning and Zoning Commission recommendation of Plano will be open to the expansion of various aspects of the regional transportation system, including roadways, expressways, trails, and mass transit. Ms. Schwarz confirmed the Council was in line with the recommendation.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:34 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
May 12, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
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STAFF PRESENT

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Jim Parrish, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, May 12, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Father Wesley Evans from Holy Nativity Episcopal Church led the invocation and Cub Scout Pack 480 from Haggard Elementary led the Pledge of Allegiance.

Mayor LaRosiliere recognized the Standberry Scholarship recipients, Motorcycle Safety and Awareness Month, National Historic Preservation Month, and Bike to work Week and Bike to Work Month. He administered oaths of office to Shep Stahel (North Texas Municipal Water District Board) and Farrah Ahmed (Tax Increment Financing Reinvestment Zone No. 2 Board). Mayor LaRosiliere presented a Certificate of Appreciation to Thomas Buning for his service on the Tax Increment Financing Reinvestment Zone No. 2 Board.

Comments of Public Interest

Erin Wright of The Artisan Vapor Company spoke in support of regulating electronic cigarettes and allowing the use in free standing stores and strip malls. Ryan Dry, representing the Pitman Creek Homeowners Association, spoke to the expediency of the Council to regulate carnival activity.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item “A”)

April 28, 2014

Approval of Expenditures

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

CSP 2014-111-C for a five (5) year contract with two (2) City optional two (2) year renewals, for Print Management Services to NovaCopy, Inc. in the estimated annual amount of \$162,444 or an estimated amount of \$812,220 over a five year period, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

CSP 2014-139-C for a three (3) year contract with two (2) City optional one (1) year renewals, for Camera Installation Services, Software and Maintenance to Sigma Surveillance, Inc. d/b/a STS360 in the estimated amount of \$546,725 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of Software Maintenance and Support Services, for one (1) year with three (3) City optional one (1) year renewals, for JD Edwards and PeopleSoft Software, in the estimated annual amount of \$375,515 from Oracle America, Inc. through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2539) (Consent Agenda Item “D”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$398,095 for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$759,800 for design services for Jack Carter Pool Replacement and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2014-5-1(R): To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and FedEx Office and Print Services, Inc., a Texas corporation; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2014-5-2(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2014-5-3(R): To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2028-2037 by and between Toyota Motor North America, Inc., a California corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2014-5-4(R): To deny the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the Company’s 2014 annual Rate Review Mechanism filing in all cities exercising original jurisdiction; requiring the Company to reimburse cities’ reasonable ratemaking expenses pertaining to review of the RRM; authorizing the City’s participation with Atmos Cities Steering Committee in any appeal filed at the Railroad Commission of Texas by the Company; requiring the Company to reimburse cities’ reasonable ratemaking expenses in any such appeal to the Railroad Commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; requiring delivery of this resolution to the Company and the Steering Committee’s legal counsel; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2014-5-5(R): To approve the terms and conditions of a Restated and Amended Development Agreement between the City of Plano and Southern Land Company, LLC for development of Junction15 Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2014-5-6(R): To approve the hiring of Brandi Youngkin as Assistant City Attorney II by the City Attorney; and providing an effective date. (Consent Agenda Item “L”)

Adoption of Ordinances

Ordinance No. 2014-5-7: To amend Section 11-141 Definitions and Section 11-156 Itinerant Vendors, of Article IV Peddlers and Solicitors, of Chapter 11 Licenses and Business Regulations, of the Code of Ordinances of the City of Plano to amend the definition for itinerant vendor, to establish definitions for carnival and carnival operator, to increase the permit fee for itinerant vendors, and to establish regulations for temporary carnivals on private property within the City of Plano; and providing a repealer clause, a severability clause; a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “M”)

END OF CONSENT

Ordinance No. 2014-5-8: Public Hearing and consideration of an Ordinance to amend Ordinance No. 2014-2-2 to designate a new geographic area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 21.000 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item "1")

Director of Economic Development Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing, also apply to amending reinvestment zones. She stated the amendment only applies to the geographical area of Reinvestment Zone No. 137 and the current agreement based on a ten-year abatement of 50% having \$35 million in real property improvements and \$10 million in business personal property in place by December 31, 2015 remains unchanged.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to amend Ordinance No. 2014-2-2 to designate a new geographic area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 21.000 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas and, being part of Lot 1, Block B of J.C. Penney Headquarters, an addition to the City of Plano, according to the plat thereof recorded in Cabinet G, Slide 783 of the Map records of Collin County, Texas, being part of a tract of land described as Tract II in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date; and further to adopt Ordinance No. 2014-5-8.

Resolution No. 2014-5-9(R): Consideration of a Resolution to approve the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "2")

Director of Economic Development Bane stated the amended tax abatement modifies the geographic location of the project only and the terms of the agreement representing a ten-year tax abatement based on 50% remains unchanged between the City of Plano, FedEx Office and Print Services, Inc. and KDC Legacy HQ Investments One, LP. Ms. Bane stated the corporate headquarters will now be located at the northeast corner of Legacy Drive and Headquarters Drive in Legacy Business Park

Resolution No. 2014-5-9(R) Con't.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to approve the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership; and providing an effective date; and further to adopt Resolution No. 2014-5-9(R).

Ordinance No. 2014-5-10: Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 138 for tax abatement consisting of a 99.816 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1, 2, 3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item "3")

Director of Economic Development Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on \$300 million in real property improvements and \$50 million in business personal property improvements to be put into place by December 31, 2017 and the tax abatement associated with the zone would be for a period of ten years beginning on January 1, 2018 based on the amount equal to 50%.

Mayor LaRosiliere recognized representatives in attendance from Toyota, Jones Lang LaSalle, and the Dallas Regional Chamber of Commerce in the audience and stated this was the largest economic development incentive package in Plano's history. He spoke to economic impact to the city and surrounding communities. May LaRosiliere further spoke to Toyota's generosity to non-profit organizations and its employee volunteer efforts being in line with Plano's goal of excellence.

Mayor LaRosiliere opened the Public Hearing. Robert Miller, a Plano resident, spoke to his support of the Toyota relocation and incentive package. Mayor LaRosiliere closed the Public Hearing.

Ordinance No. 2014-5-10 Con't.

Upon a motion made by Council Member Downs and seconded by Council Member Duggan, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 138 for tax abatement consisting of a 99.816 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas, being part of the R.P. Harding Survey, Abstract No. 611, the William Garvin Survey, Abstract No. 453 in the City of Plano, Denton County, Texas, and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to KDC Legacy HQ Investments One LP, recorded in Instrument No. 20140225000175910, Land Records of Collin County, Texas, being all of a tract of land described in deed to 121 Epic Commercial, Ltd., recorded in Document No. 2005-60189 of the Official Records of Denton County, Texas, being all of Lots 2 and 3, Block 1 of Lots 1, 2, 3, & 4, Palomino Crossing Addition, an addition to the City of Plano according to the plat recorded in Document 2012-134 of the Official Records of Denton County, Texas, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date; and further to adopt Ordinance No. 2014-5-10.

Resolution No. 2014-5-11(R): Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, providing for real and business personal property tax abatement; and providing an effective date. (Regular Agenda Item "4")

Director of Economic Development Bane spoke to the tax abatement between the City of Plano and Toyota Motor North America, Inc. which will cause to complete real property improvements consisting of 1 million square feet into a corporate headquarters in the Legacy Business Park. Ms. Bane stated the agreement represents a ten-year tax abatement in the amount of 50%.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Toyota Motor North America, Inc., a California corporation, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and further to adopt Resolution No. 2014-5-11(R).

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 644 so as to allow the additional use of Hospital and Specific Use Permit No. 645 so as to allow the additional use of Helistop on 30.4± acres of land located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-159-General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Commodore Partners, Ltd. (Tabled April 14, 2014) (Regular Agenda Item "5")

Public Hearing and consideration of an Ordinance Con't.

Director of Planning Day spoke to the original request being tabled at the April 14, 2014 meeting. Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 8-0 to remove the item from the table.

Ms. Day stated the requestor has withdrawn the request. Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to accept the request from the applicant to withdraw Zoning Case 2014-03.

Ordinance No. 2014-5-12: Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 649 so as to allow the additional use of Private Club on 0.2± acre of land located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: BHTT Entertainment, Inc. (Regular Agenda Item “6”)

Director of Planning Day spoke to the request for a special use permit for a private club located at the corner of Park Boulevard and Preston Road. She stated the free standing restaurant is currently doing business as Brick House and this request will allow the business to sell up to 65 percent of its gross receipts in alcohol. Ms. Day stated it is in compliance with the standards of the zoning ordinance and the Planning and Zoning Commission has recommended approval as submitted.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Gallagher, the Council voted 8-0 to grant Specific Use Permit No. 649 so as to allow the additional use of Private Club on 0.2± acre of land located 550± feet east of Preston Road, 66± feet south of Park Boulevard, in the City of Plano, Collin County, Texas, presently zoned Planned Development-189-Retail/General Office; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-09; and to further approve Ordinance No. 2014-5-12.

Ordinance No. 2014-5-13: Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit “A”, also known as 801 W. Park Blvd., for the public use of the Park Boulevard and US 75 Pedestrian Crossing Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date. (Regular Agenda Item “7”)

Ordinance No. 2014-5-13 Con't.

Director of Engineering Carr spoke to the acquisition of two necessary easements located on one parcel for the construction of the Park Boulevard and US75 Pedestrian Crossing project scheduled to begin in Spring 2015. He stated the need to acquire one street, sidewalk, and utility easement and one temporary construction easement on property located at the northeast corner of the intersection of Enterprise Drive and Park Boulevard. Mr. Carr advised the project will improve pedestrian access between Parker Road DART station and Chisholm Trail and that five of the six property owners have executed the land rights.

Mayor Pro Tem Smith moved to authorize the City of Plano to the use of the power of eminent domain to acquire both parcels of property described in Exhibit "A" attached to the Ordinance marked as Item No. 7 on tonight's City Council agenda, determining a public necessity to acquire a street, sidewalk, and utility easement and a temporary construction easement for the public use of constructing the Park Boulevard and US 75 Pedestrian Crossing Project; and further to adopt Ordinance No. 2014-5-13. Council Member Davidson seconded the motion and the Council voted 8-0. The motion carried.

Ordinance No. 2014-5-14: Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit "A", also known as a portion of 1017 E. 15th Street, of the City of Plano, for the public use of the construction of the Centralized Waste Collection Station on 15th Place Project; authorizing the use of the power of eminent domain to condemn the easement property; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file eminent domain proceedings, if necessary, and providing an effective date. (Regular Agenda Item "8")

Director of Engineering Carr spoke to the acquisition of a necessary easement located on one parcel for the construction of a Centralized Waste Collection Station on 15th Place and that the project needs to acquire a utility easement to allow a transformer to be relocated to this parcel. He stated this will provide a location for property owners in this area to deposit their trash in an enclosed compactor in a new building. Mr. Carr stated that three of the four property owners have executed the land rights.

Mike Montgomery, property owner of 1017 E. 15th Street, spoke in opposition of the acquisition and stated concern of reduction in his property's value. He reviewed the history of the area and alternative placement options for the transformer.

Deputy City Manager Turner spoke to the need for acquiring the easement property. He stated alternate plans were reviewed but found not feasible and the plan being presented is the best option for the project.

Ordinance No. 2014-5-14 Con't.

Mayor Pro Tem Smith moved to authorize the City of Plano to use the power of eminent domain to acquire the property described in Exhibit "A" attached to the Ordinance marked as Item No. 8 on tonight's City Council agenda, and determining a public necessity to acquire a utility easement to improve the property for the public use of constructing the Centralized Waste Collection Station for the 15th Place Project; and further to adopt Ordinance No. 2014-5-14. Council Member Downs seconded the motion and the Council voted 8-0. The motion carried.

Public Hearing and Ordinance No. 2014-5-15: To amend the Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two; expanding the boundaries of such Zone; extending the term of the Zone for an additional 15 years; and providing a severability clause and an effective date. (Regular Agenda Item "9")

Deputy City Manager Turner spoke to the existing district boundaries, the term expiring at the end of 2014 and the contributions to the reinvestment zone due to the improvements and tax base growth. Mr. Turner stated he is requesting the term of the TIF be extended for an additional 15 years and expanding the properties covered by the district. He spoke to the current level of participation by the City, School District, County, and College District. Mr. Turner stated only two entities will continue to participate, the City at 100% of tax increment value and Collin County at 50%, reduced from 80% in the existing agreement. He spoke to Collin College's position of not participating in economic development incentives and with changes in state law Plano Independent School District is largely unable to participate in the next extension period.

Finance Director Tacke spoke to the base valuation of \$314 million of which \$200 million can be attributed to the improvements by the reinvestment zone. Ms. Tacke stated to date, \$37.9 million in revenue has been collected with a current fund balance of \$8.5 million of which \$3.5 million is encumbered for the conclusion of Mendenhall School project and Southern Land project. Ms. Tacke responded to Deputy Mayor Pro Tem Harris if the TIF is closed, any unencumbered funds would revert back to the entities at their level of participation. In response to Council Member Downs, Ms. Tacke estimated conservatively an additional \$20 million will be added to the fund.

Mr. Turner spoke to the public improvements, projects completed, and projects planned in the future and reviewed the Project and Finance Plan for the Tax Increment Financing District Reinvestment Zone Number Two. He stated the Ordinance would include expanding the boundaries, extending the term for an additional 15 years and amending the Project and Finance Plan for the Zone.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against. Mayor LaRosiliere closed the Public Hearing.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to amend the Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two; expanding the boundaries of such Zone; extending the term of the Zone for an additional 15 years; and further to adopt Ordinance No. 2014-5-15.

First Reading and consideration of an Ordinance to grant to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; providing a severability clause, and an effective date. (Regular Agenda Item “10”)

Director of Policy and Government Relations Israelson spoke to the existing franchise agreement ending in 2012 and CoServ Gas has continued to make payments following the old agreement. Mr. Israelson stated the changes in the new agreement include quarterly payments and increasing the franchise fee to five percent with a ten year term with one five year renewal.

Upon a motion made by Council Mayor Pro Tem Harris and seconded by Council Member Davidson, the Council voted 8-0 to approve the first reading of an Ordinance to grant to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:14 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:		5/27/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2014-146-B for the purchase of Animal Shelter Rooftop A/C Units from Assured Mechanical Solutions LLC in the amount of \$151,250, 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:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		35,176	243,824	0
Encumbered/Expended Amount		-35,176	-18,583	0
This Item		0	-151,250	0
BALANCE		0	73,991	0
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funds are available in the 2013-14 Capital Reserve CIP. This item, in the amount of \$151,250, will leave a current year balance of \$73,991 for renovations, restorations or repairs to the Animal Shelter facility.</p> <p>STRATEGIC PLAN GOAL: Replacing major building systems that have reached the end of their useful life relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Assured Mechanical Solutions LLC in the amount of \$151,250, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Animal Shelter (2014-146-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



Memorandum

TO: Michael Parrish, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: April 28, 2014

SUBJECT: **Animal Shelter Rooftop A/C Unit Replacement – Bid #2014-146-B**

I have reviewed the bids submitted for the replacement of the rooftop a/c units at the Animal Shelter. I am recommending award to the apparent lowest, responsive, responsible bid submitted by Assured Mechanical Solutions LLC for the amount of \$151,250. Additional bids were submitted by Gulf Energy Systems, Inc. for \$158,000; Precise Construction for \$162,541.59; EEC Enviro Service Co. LLC for \$162,733; DMI Corp. dba Decker Mechanical for \$167,653; Berger Engineering Company for \$214,858 and Johnson Controls, Inc. for \$229,911.

The existing roof top a/c units are over 14 years old and have deteriorated such that their replacement is required. Several of the roof top units have cracked heat exchangers and must be replaced before next winter.

The funding for the project is budgeted for in Capital Reserve Account #54425 and there is sufficient funding for the project.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Matt Yager
Jaime Cantrell
Richard Sievert

CITY OF PLANO

BID NO. 2014-146-B ANIMAL SHELTER ROOFTOP A/C UNIT REPLACEMENT BID RECAP

Bid Opening Date/Time: April 1, 2014 @ 2:00 PM

Number of Vendors Notified: 2687

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 7

Assured Mechanical Solutions LLC	\$151,250.00
Gulf Energy Systems, Inc.	\$158,000.00
Precise Construction	\$162,541.59
EEC Enviro Service Co. LLC	\$162,733.00
DMI Corp. dba Decker Mechanical	\$167,653.00
Berger Engineering Co.	\$214,858.00
Johnson Controls, Inc.	\$229,911.00

Recommended Vendor:

Assured Mechanical Solutions LLC	\$151,250.00
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Michael Parrish

May 14, 2014

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:	5/27/14			
Department:	Engineering			
Department Head:	Jack Carr			
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
				Project No. 6308
CAPTION				
CSP No. 2014-136-B for the construction of the Police Evidence Storage Expansion to Lee Lewis Construction, Inc., in the amount of \$3,001,400; and authorizing the City Manager or his authorized designee 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	309,253	3,255,747	0	3,565,000
Encumbered/Expended Amount	-309,253	-62,199	0	-371,452
This Item	0	-3,001,400	0	-3,001,400
BALANCE	0	192,148	0	192,148
FUND(S): POLICE & COURT FACILITIES CIP				
<p>COMMENTS: This item, in the amount of \$3,001,400, will leave a current year balance of \$192,148 for other expenditures related to the Police Evidence Storage Facility project.</p> <p>STRATEGIC PLAN GOAL: Constructing additional space so that the Plano Police Department can securely store evidence and other seized or abandoned property relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the Competitive Sealed Proposal of Lee Lewis Construction, Inc., in the amount of \$3,001,400, be accepted as the best value conditioned on the timely execution of necessary contract documents for the construction of the Police Evidence Storage Expansion.</p> <p>909 14th Street, Plano, TX 75074</p> <p>https://www.google.com/maps/place/909+14th+St/@33.0181631,-96.7030148,17z/data=!3m1!4m2!3m1!1s0x864c191c31c0a3c7:0xab9ea2fbfa4e9360</p>				
List of Supporting Documents: Recommendation Memo dated April 30, 2014 CSP Recap Location Map			Other Departments, Boards, Commissions or Agencies N/A	

TO: Michael Parrish

FROM: Jim Razinha, Facilities Manager

DATE: 30 April 2014

SUBJECT: **POLICE EVIDENCE STORAGE EXPANSION, Project No. 6308
CSP Number 2014-136-B**

Recommendation: Per the weighted scoring of the proposals received and evaluated for the subject Competitive Sealed Proposal as summarized below, I recommend award to Lee Lewis Construction, Inc. in the amount of \$ 3,001,400 (base bid \$2,995,000 and alternate 1 for \$6,400) and 210 days construction time from Notice to Proceed as being the best value to the City of Plano.

Explanation:

Six proposals were submitted, and a Technical Evaluation Team ranked only the technical aspects of the proposals. Pricing was scored through a Purchasing formula with the lowest price scoring highest.

Award recommendation is based on the following evaluation criteria:

Price:	50%
General construction experience & past performance	15%
Similar experience on high-security projects	15%
Staff experience	10%
Quality Control and Warranty Program	5%
<u>Time to construct the project</u>	<u>5%</u>
	100%

Lee Lewis Construction, Inc. ranked the highest overall of the six proposers evaluated, even though its proposed price was the third lowest. The Technical Evaluation Team scored Lee Lewis Construction as well above meeting the needs identified in the solicitation, demonstrating significant experience in similar projects and presenting quality control and warranty programs meeting the needs identified. The time of construction proposed by Lee Lewis Construction was the second shortest.

J. C. Commercial, Inc. ranked second overall (third in technical and first in price with the lowest proposed price). The Technical Evaluation Team scored their proposal as just meeting the needs specified. Their proposed time of construction was 70 days longer than that proposed by Lee Lewis Construction.

SDB, Inc. ranked third in the overall ranking (second in pricing and second in technical) and proposed a construction time of 195 days.

The Technical Evaluation Team scored Lee Lewis Construction as well above meeting the needs identified in the solicitation. The remaining five proposer scores reflected either meeting or somewhat below meeting the needs of the project.

As the Technical Evaluation Team felt that Lee Lewis Construction presented the best qualifications for the Evidence Storage Expansion project, Purchasing requested a Best and Final Offer from Lee Lewis Construction, which reduced its price by \$20,000.

CITY OF PLANO

CSP NO. 2014-136-B CSP FOR POLICE EVIDENCE EXPANSION CSP RECAP

Bid Opening Date/Time: March 17, 2014 @ 2:00 PM

Number of Vendors Notified: 4498

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 6

	Base Amount	Alt. 1
J.C. Commercial, Inc.	\$2,777,777	\$12,500
SDB, Inc.	\$2,872,300	\$7,930
Lee Lewis Construction, Inc.	\$2,995,000	\$6,400
Gilbert May Inc. dba Phillips/May Corp.	\$3,127,333	\$10,400
Joe Funk Construction, Inc.	\$3,158,000	\$39,000
Haydon Building Corp.	\$3,496,000	\$18,382

Recommended Vendor:

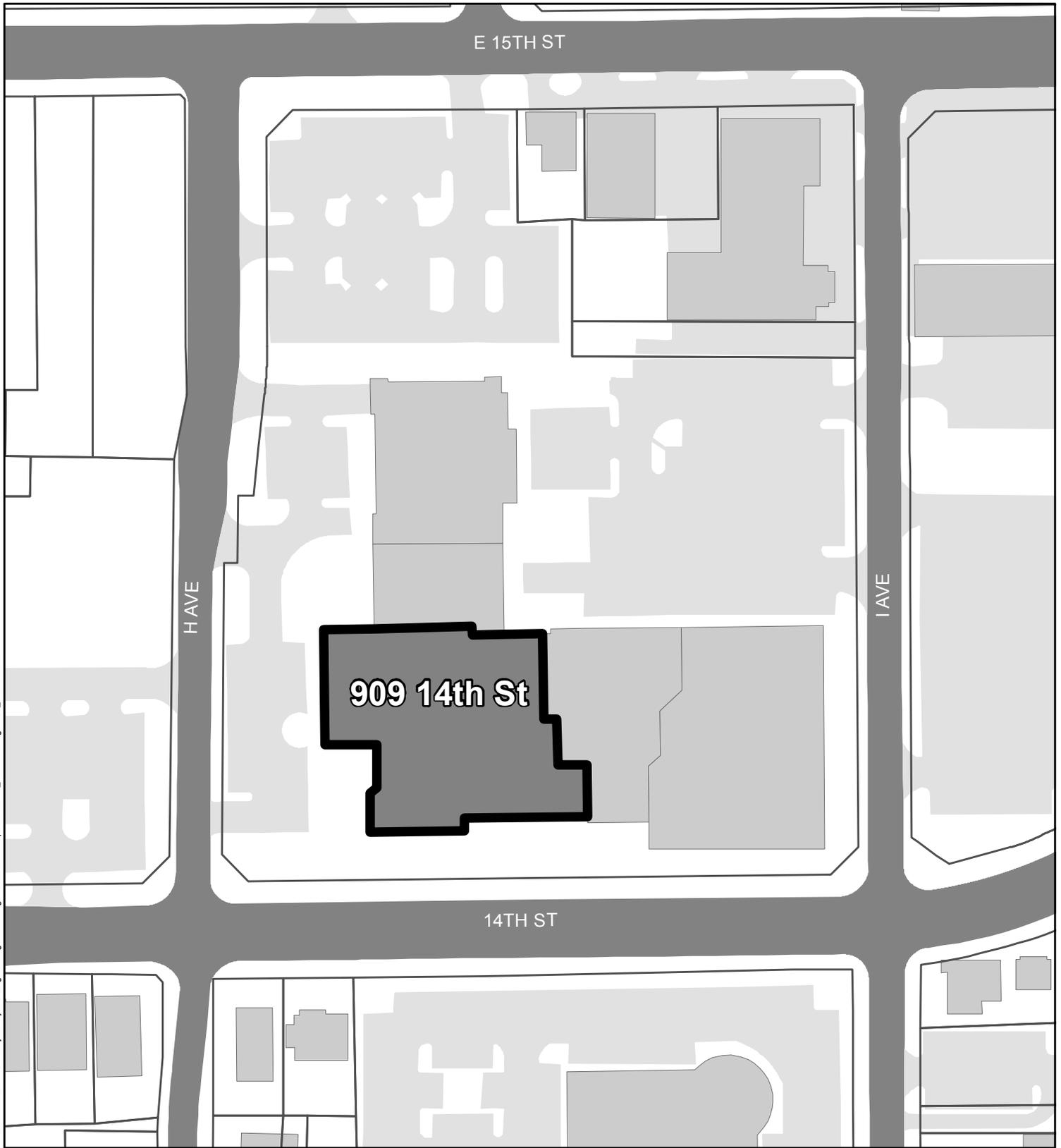
Lee Lewis Construction, Inc.	\$2,995,000	\$6,400
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Michael Parrish

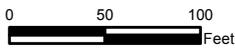
May 2, 2014

Michael Parrish, Senior Buyer

Date



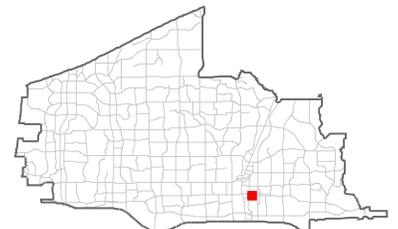
sharif 5/2/2014 C:\Analyst\Projects\Engineering\Council\Agenda\locat\locatMaps\05-02-14_PoliceStorage\909_14thSt.mxd



Police Evidence Storage Expansion 909 14th St

May 2014
Source: City of Plano GIS Division

Project Location





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 27, 2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
Bid No. 2014-220-B for the purchase of three (3) Chevrolet 1-Ton Utility Vans for Fleet Services to be utilized by the Facilities Maintenance Department from Caldwell Country Automotive (aka Baby Jack II Automotive LTD) in the amount of \$91,311, 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:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	105,000	0	105,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-91,311	0	-91,311
BALANCE	0	13,689	0	13,689
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase three (3) Chevrolet 1-Ton Utility Vans for the scheduled replacements of units #00392, #01393 and #06392 in Cost Center #352/Facility Maintenance. Remaining balance will be used for other Fleet and Equipment purchases.				
STRATEGIC PLAN GOAL: Providing three (3) Chevrolet 1-Ton Utility Vans for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid of Caldwell Country Automotive (aka Baby Jack II Automotive LTD) in the amount of \$91,311, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by the Facilities Maintenance Department. (Bid No. 2014-220-B)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo				
Bid Recap				



Memorandum

Date: May 8, 2014
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Facility Van Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-220-B and recommends the purchase of three (3) Chevrolet 1-Ton Utility Vans from Caldwell Country Automotive (aka Baby Jack II Automotive LTD), the lowest responsive, responsible bidder, in the amount of \$91,311.00.

These vehicles are for the scheduled replacement of units 00392, 01393 and 06392 for Cost Center 352/Facility Maintenance, approved in the FY13-14 Equipment Replacement Fund. Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance and it would limit the Department in their capacity to maintain the Cities Facilities.

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

CITY OF PLANO

BID NO. 2014-220-B
1-Ton Extended Length Cargo Van
BID RECAP

Bid opening Date/Time: May 7, 2014 @ 3:00 pm

Number of Vendors Notified: 765

Vendors Submitting "No Bids": 1

Number of Bids Submitted Non-Responsive: 0

Number of Bids Submitted: 2

Caldwell Country Automotive (aka Baby Jack II Automotive LTD)	\$91,311.00
Reliable Chevrolet	\$96,993.00

Recommended Vendor:

Caldwell Country Automotive (aka Baby Jack II Automotive LTD)	\$91,311.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

May 13, 2014

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 27, 2014			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Leslie Hooker x7204					
CAPTION					
Bid No. 2014-208-C for a one (1) year contract with three (3) City optional one (1) year renewals for Public Building Landscape Maintenance Group 1 for the Parks and Recreation Department to Weldon's Lawn and Tree in the estimated annual amount of \$70,650 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:	2013-14; 2014-15; 2015-16; 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	368,891	159,825	528,716
Encumbered/Expended Amount		0	-202,739	0	-202,739
This Item		0	-29,300	-159,825	-189,125
BALANCE		0	136,852	0	136,852
FUND(S): GENERAL FUND					
COMMENTS: This item approves price quotes for annual public building landscape maintenance. The estimated FY 2013-14 expenditure for landscape maintenance to be purchased from this contract for the remainder of FY 2013-14 is \$29,300. Future expenditures will be made by Grounds Maintenance Service Districts 3 within the annual approved budget appropriations, at an estimated annual expenditure of \$70,650 for fiscal years 2014-15, 2015-16, and \$18,525 for 2016-17.					
STRATEGIC PLAN GOAL: Contracts for annual landscape maintenance relates to the strategic goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Parks and Recreation staff recommends the award of Public Building Landscape Maintenance Group 1 to Weldon's Lawn and Tree in the estimated annual amount of \$70,650.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Bid Recap	



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

Date: May 13, 2014

To: Leslie Hooker, Buyer

From: Michael Vaughan, Park Field Services Supervisor

Subject: Award Recommendation: 2014-208-C - Public Building Landscape Maintenance - Group 1

It is the recommendation of the Parks and Recreation Department to partially award Bid 2014-208-C – Public Building Landscape Maintenance Group 1 to Weldon’s Lawn and Tree. After reviewing the vendor submittals and consulting with work history references, Weldon’s Lawn and Tree appears capable of meeting all of the requirements of the aforementioned maintenance contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

This contract constitutes Public building and Park mowing, bed maintenance and litter control at various locations throughout the city. The total bid amount is \$85,950.00, which is approximately \$15,950.00 over budget. The Parks and Recreation Department recommends a partial award of Bid 2014-208-C, which excludes the following services from the contract:

- Coyote Creek Park: Conservation Buffer Zone Maintenance and Shrub Trimming
- Davis Library: Conservation Buffer Zone Maintenance
- Fire Station 1: Quarterly-only Shrub Trimming Rotations
- Fire Station 6: Quarterly-only Shrub Trimming Rotations
- Harrington Park: Conservation Buffer Zone Maintenance
- Liberty Recreation Center: Quarterly-only Shrub Trimming Rotations
- Oak Point Amphitheatre: Mowing/Maintenance
- Parr Library: Conservation Buffer Zone Maintenance
- Prairie Meadow Park: Conservation Buffer Zone Maintenance
- Senior Center: Quarterly-only Shrub Trimming Rotations

The adjusted annual recommended amount for the award of Bid 2014-208-C is \$70,650.00. This amount is \$650.00 over the budgeted amount for this contract, which will be covered by departmental savings. If this contract is not awarded, the Parks and Recreation Department will not be capable of maintaining these locations. As a result, Public Building and Park landscaping will become non-compliant with basic Plano standards for turf and landscape bed maintenance.

cc:

Jeff Schwartz, Park Operations Superintendent

Jim Fox, Park Services Manager

Amy Fortenberry, Director of Parks and Recreation

Leslie Hooker

Leslie Hooker
Buyer I

May 14, 2014

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:		5/27/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Project No. 6341	
CAPTION				
To approve an Engineering Services Agreement by and between the City of Plano and Birkhoff, Hendricks & Carter, LLP., in the amount of \$55,300, for the Jupiter and Coit Elevated Tanks Project No. 6341; 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	900,000	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,300	0	-55,300
BALANCE	0	44,700	900,000	944,700
FUND(S): WATER CIP				
<p>COMMENTS: Funds are included in the 2013-14 Water CIP. This item, in the amount of \$55,300, will leave a current year fund balance of \$44,700 for expenses related to the Jupiter and Coit Elevated Tanks project.</p> <p>STRATEGIC PLAN GOAL: Retaining engineering services for elevated storage tank projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This agreement is for engineering design services required to prepare painting plans and specifications for the Jupiter and Coit Elevated Tanks project. The project will provide for over-coating of the top coat of paint on each tank.				
The contract fee is \$55,300.00.				
	<u>Task</u>	<u>Fee</u>		
	Preparation of Bidding Documents	\$35,000.00		
	Bidding	\$5,500.00		
	Construction	\$10,000.00		
	<u>Additional Services:</u>			
	Adhesion Testing	\$800.00		
	Inspection Meeting	\$3,000.00		
	Reproduction	\$300.00		
	Meeting Expenses	\$700.00		
	Total Amount:	\$55,300.00		



CITY OF PLANO
COUNCIL AGENDA ITEM

<https://maps.google.com/maps?q=Jupiter+Road+%26+Spring+Creek+Parkway,+Plano+TX&hl=en&ll=33.057054,-96.678314&spn=0.023308,0.045447&sll=33.061262,-96.736625&sspn=0.186452,0.363579&hnear=Jupiter+Rd+%26+E+Spring+Creek+Pkwy,+Plano,+Texas+75074&t=m&z=15>

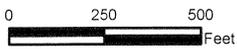
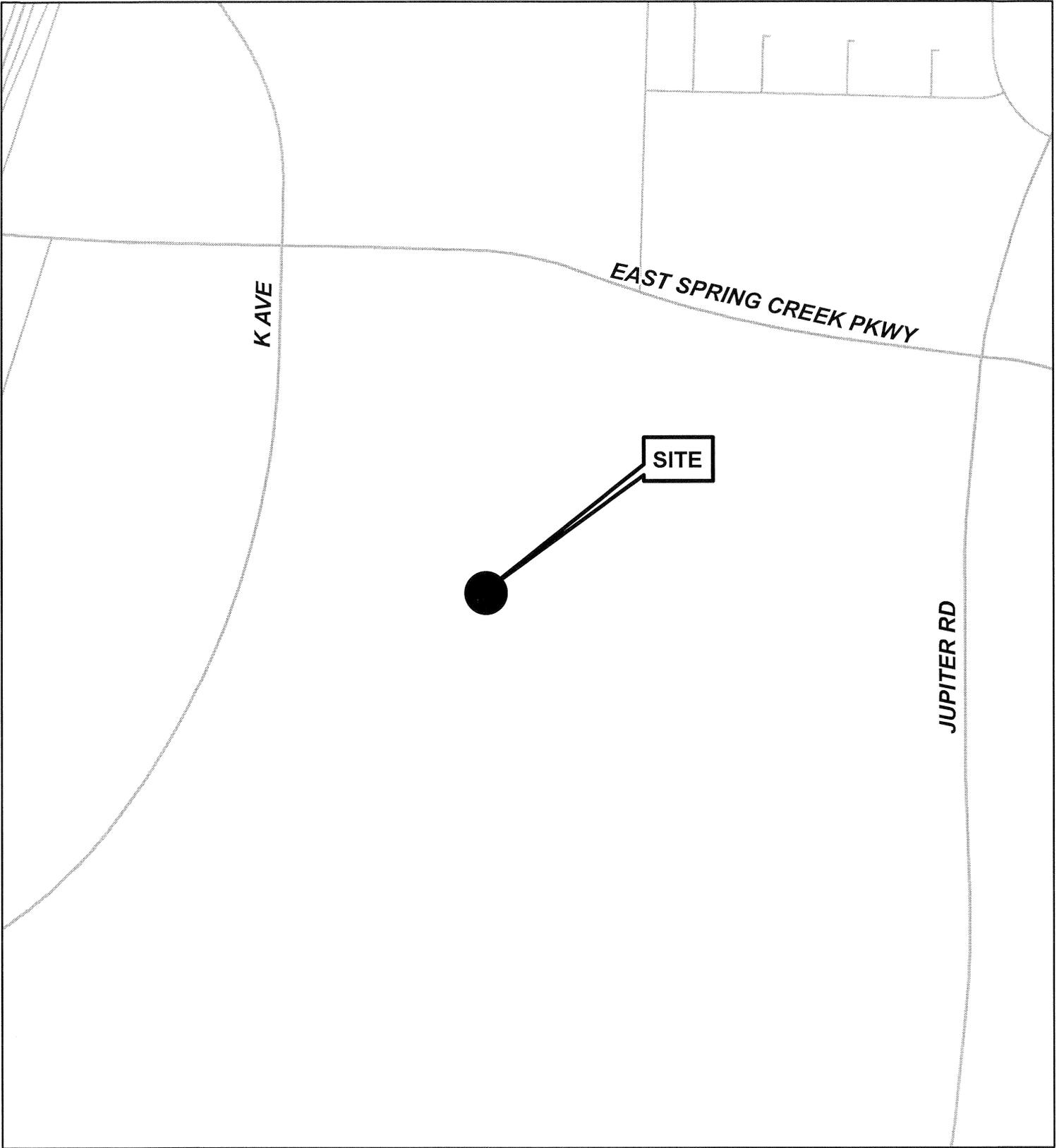
<https://maps.google.com/maps?q=Coit+and+spring+creek+parkway+-+Plano,+TX&hl=en&sll=33.041309,-96.769892&sspn=0.011656,0.022724&hnear=Coit+Rd+%26+W+Spring+Creek+Pkwy,+Plano,+Texas&t=m&z=16>

List of Supporting Documents:

Location Maps; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

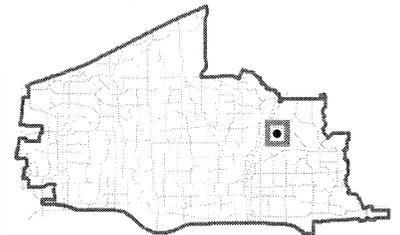


Jupiter and Coit Elevated Tanks Project No. 6341 1 of 2

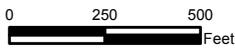
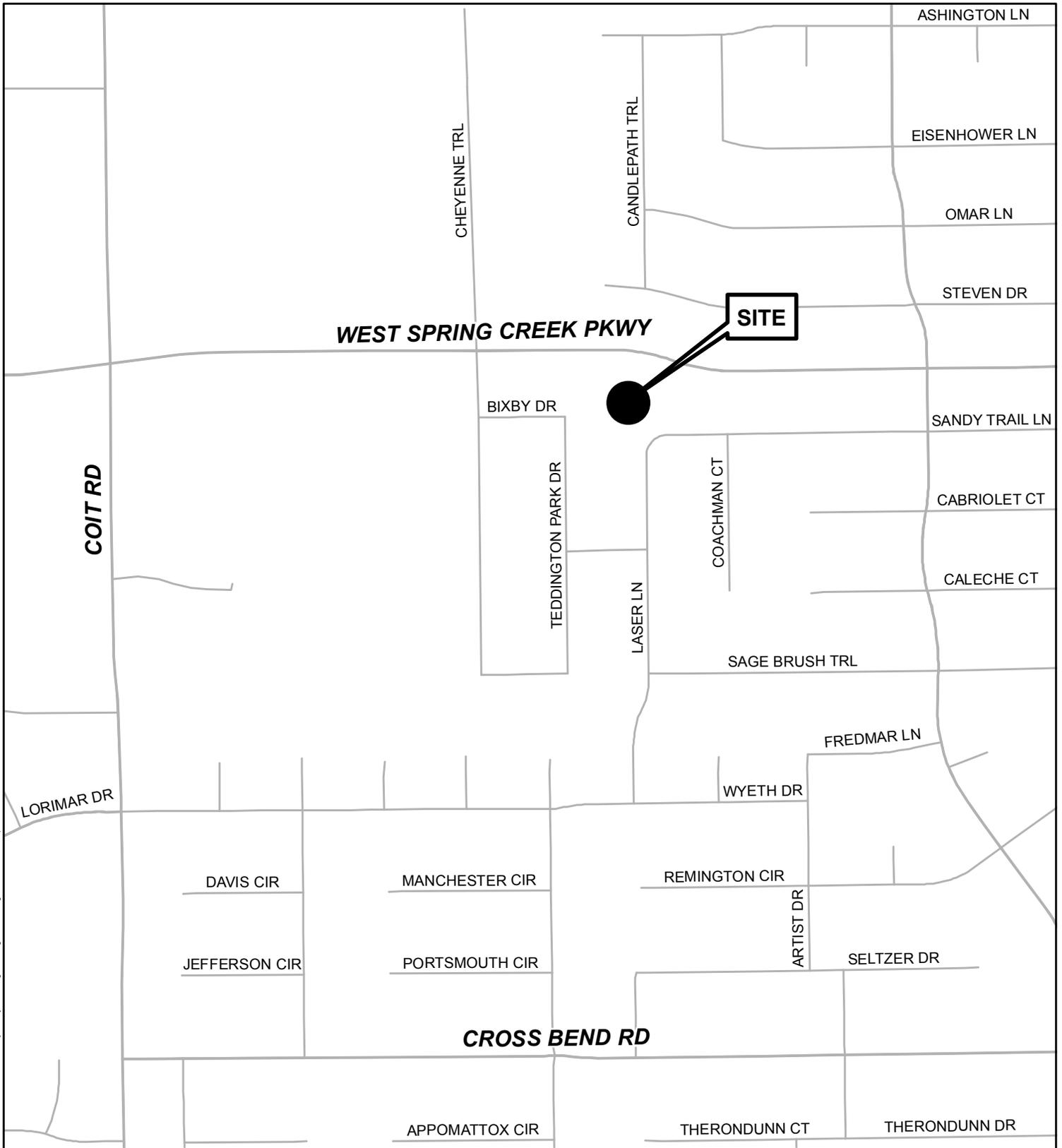


Jupiter Water Tank Location

Project Location



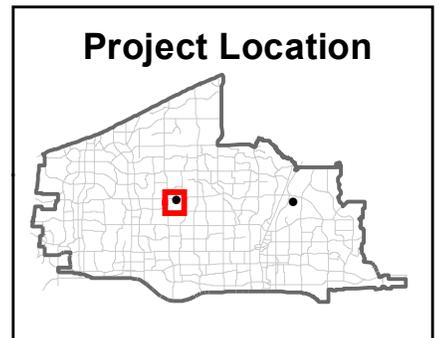
sharif 5/15/2014 C:\Analysis\Projects\Engineering\Council\Agenda\Location\Maps\05-01-14_WaterTanks\WaterTank_Coilt.mxd



**Jupiter and Coit Elevated Tanks
Project No. 6341
2 of 2**

 Coit Water Tank Location

May 2014
Source: City of Plano GIS Division



JUPITER AND COIT ELEVATED TANKS

PROJECT NO. 6341

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BIRKHOFF, HENDRICKS & CARTER, LLP**, a **TEXAS** Limited Liability Partnership, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **JUPITER AND COIT ELEVATED TANKS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

City of Plano
Engineering Department
Attn: Tim Bennett, P.E.
P.O. Box 860358
Plano, TX 75086-0358

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

Birkhoff, Hendricks & Carter, LLP
Attn: John Birkhoff, P.E.
11910 Greenville Avenue, Ste. 600
Dallas, TX 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

BIRKHOFF, HENDRICKS & CARTER, LLP
A Texas Limited Liability Partnership

DATE: 5/15/19

BY: 
John W. Birkhoff, P.E.
MANAGING PARTNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

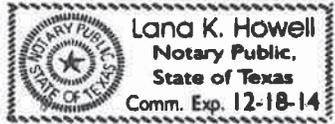
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of MAY, 2014, by **JOHN W. BIRKHOFF, P.E., Managing Partner**, of **Birkhoff, Hendricks & Carter, LLP**, a Texas limited liability partnership, on behalf of said limited liability partnership.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

ENGINEERING SERVICES

JUPITER ELEVATED TANK ROOF OVERCOAT (STEEL) COIT ELEVATED TANK EXTERIOR OVERCOAT (STEEL) & SITE IMPROVEMENTS *Project No. 6341*

PART I: PRELIMINARY DESIGN

- A. Complete topographic surveys at each site to identify current conditions, locate existing fence, obstructions along fence and ground line at fence.
- B. Prepare preliminary plan sheet for Coit Elevated Tank exterior overcoat and Jupiter Tank site for roof overcoat.
- C. Prepare specification for over-coating of top coat at each tank.
- D. Prepare plan and details to erect decorative aluminum fence at each site.
- E. Prepare profile sheet along fence line and set grade along top of fence.
- F. Location fence post based on standard fence panel of six feet.
- G. Utilize in design of fence swing gate.
- H. Prepare landscape plan at Coit Tank site.
- I. Prepare grading plan at Coit Tank site.
- J. Prepare irrigation plan for Coit Tank site.
- K. Prepare location map of the sites.
- L. Color for Elevated Tank will be Tank White (Tnemec BL).
- M. Include current City of Plano logo for Coit Tank. City to provide graphics, dimensions and colors.
- N. Include in design a three-level sample line, and include repair specification for existing paint systems.
- O. Prepare preliminary Special Conditions, which will be outside City provided Special Conditions. Additional Special Conditions will include special Technical Specifications.
- P. List in Special Conditions submittal data required at time of bid.
- Q. Submit five sets of preliminary plans (11" x 17" maximum sheet size), Special Conditions to the City for review.
- R. Meet with the City of Plano to discuss preliminary plans and Special Conditions.

PART II: FINAL DESIGN

- A. Revise and finalize preliminary plan sheet and Special Conditions, incorporating City comments.
- B. Formulate opinion of probable construction cost based on final plans.
- C. Prepare final bid documents including bid proposal forms, construction plans, specifications and contract documents. Contract documents will be provided by City of Plano.
- D. Submit three sets of final plans (11" x 17" maximum sheet size), Special Conditions and contract documents to the City.
- E. Prepare layout plan for inspection documentation.

PART III: BIDDING PHASE

- A. Assist the City of Plano staff in advertising for bids. This will include providing City with Notice to Contractors for their use in publicly advertising project. Birkhoff, Hendricks & Carter L.L.P. will e-mail and/or fax notices to Publishers, and to contractors experienced in tank painting.
- B. Sell bidding documents to potential proposers, suppliers and other parties.
- C. Provide one copy of proposal documents to City's independent testing lab.
- D. Assist City of Plano during opening of proposals and provide bidding tally sheets.
- E. Provide bid tabulation to City and contractors who submit bids.
- F. Check references provided for all bid packages received.
- G. Review submittal material and check if requested information was submitted at time of bid.
- H. Follow up with each bidder that did not submit full package and request missing data.
- I. After award of contract, furnish eight sets of prints of the specifications to the City for construction use by the City and Contractor.
- J. Attend City's Pre-Construction Conference at City facilities.

PART IV: CONSTRUCTION PHASE

- A. Attend City's coordination meetings with contractor, quality control personnel, and City representatives to discuss strategy, problem areas, progress, and any required coordination. Prior to or immediately after coordination meeting make site visit to project location.
- B. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review of shop drawing submissions is solely for their conformance with the design intent and conformance with information given in the construction documents. Birkhoff, Hendricks & Carter L.L.P. shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operation of construction, safety precautions and programs incidental thereto, all of which are the Contractors responsibility. Electronic copy of shop drawings in which no exceptions, or make corrections noted are taken by Birkhoff, Hendricks & Carter L.L.P. will be provided to the City. All shop drawings will be completed electronically in PDF format.
- C. Provide written responses to requests for information or clarification.
- D. Accompany the City during their final inspection of the project. Climb tank at this time.
- E. Visit the site at appropriate intervals as construction proceeds to observe progress and formulate opinion as to quality of work as it relates to contract documents.
- F. Review the City's on-site representative's daily reports and independent laboratory's test reports to formulate opinion of progress and attempt to identify potential problems.
- G. Prepare record drawings utilizing City and Contractor construction record information.
- H. Visit tanks at 9-Month Anniversary to determine defects in the works.

PART V: ADDITIONAL SERVICES

- A. Complete a second round of adhesion test on the roofs of the two elevated tanks. The timing will be before project bids to ensure the epoxy has not degraded significantly from UV rays.
- B. Meet with City's Inspector and Henley-Johnston's Inspector to review inspection process. Include Axis Construction in discussions. Develop plan to implement inspection procedure. Task to include up to 4-hours of inspector time.

PART VI: EXCLUSIONS

The intent of this section is to specifically exclude from this contract the following:

- A. Providing an on-site representative.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Certification that work is in accordance with plans and specifications.
- E. Environmental cleanup.
- F. Quality control and testing services during construction.
- G. Phasing of Contractors work.
- H. On-site safety precautions, programs and responsibility.
- I. Revisions and/or changes after completion of original design, unless to correct errors in the plans.

EXHIBIT "B"

COMPLETION SCHEDULE ESTIMATE

Notice to Proceed from City	June 2, 2014
Complete Site Visit	June 13, 2014
Complete Preliminary Plans and Technical Specifications	July 31, 2014
Receive Comments from City	August 15, 2014
Complete Final Plans and Technical Specifications	September 4, 2014
Advertise Project	September 2014
Receive Bids	September 2014
Award Contract	October 2014
Notice to Proceed	January 15, 2015
Construction	January 2015 ⇒ June 2015

EXHIBIT "C"
PAYMENT SCHEDULE

Payment for engineering services described under Parts I and II shall be based on a lump sum amount of \$35,000.00

Payment for engineering services described under Parts III, IV and V shall be on the basis of salary cost times 2.40 with expenses at invoice cost times 1.10, survey crew at \$160.00 per hour.

<u>SUMMARY OF FEE</u>	
Preparation of Bidding Documents	\$35,000.00
Bidding	\$5,500.00
Construction	\$10,000.00
<u>Additional Services:</u>	
Adhesion Testing	\$800.00
Inspection Meeting	\$3,000.00
Reproduction	\$300.00
Meeting Expenses	<u>\$700.00</u>
Total Amount:	\$55,300.00

Total fee not to exceed \$55,300.00 unless authorized by the City.

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



CERTIFICATE OF LIABILITY INSURANCE

BIRKH-1 OP ID: JMC

DATE (MM/DD/YYYY)
04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	FAX (A/C, No): INSURER A : Hartford Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
--	--	--	--

INSURED **Birkhoff, Hendricks & Carter, LLP**
 Attn: John W. Birkhoff
 11910 Greenville Ave, Ste 600
 Dallas, TX 75243

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			84SBWPE9258	07/28/2013	07/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UEGAR0773	07/28/2013	07/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWPE9258	07/28/2013	07/28/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WBGBM6253	07/28/2013	07/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Jupiter and Coit Elevated Tanks, Project No. 6341 - When required by written contract: The City of Plano, including its elected and appointed officials, agents, volunteers, and employees are included as additional insured for above coverages except WC. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of

CERTIFICATE HOLDER City of Plano PO Box 860358 Plano, TX 75086	CITY OF	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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NOTEPAD:	HOLDER CODE	CITYOF	BIRKH-1	PAGE 2
	INSURED'S NAME	Birkhoff, Hendricks & Carter,	OP ID: JMC	DATE 04/29/14

Subrogation is included in favor of additional insureds for all policies.
30 days notice of cancellation will be given to the certificate holder.

A.M. Best Rating AXV for all policies.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Birkhoff, Hendricks & Carter, LLP and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Birkhoff, Hendricks & Carter, LLP is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Birkhoff, Hendricks & Carter, LLP
Name of Consultant

By: 
Signature

JOHN W BIRKHOFF
Print Name

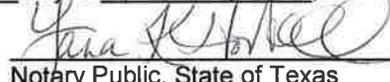
MANAGING PARTNER
Title

5/15/14
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 15th day of MAY, 2014.



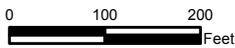
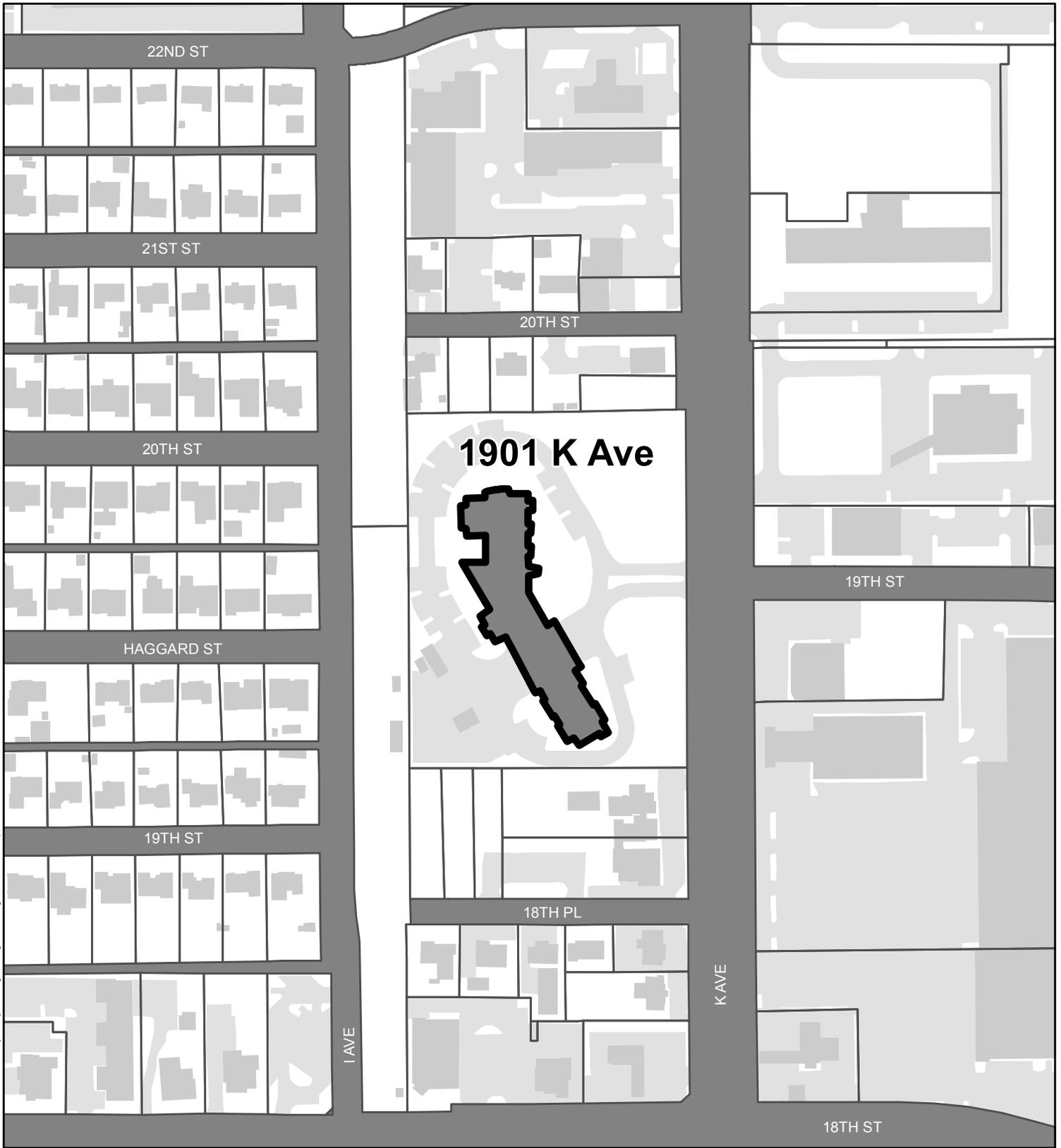

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/27/14			
Department:		Engineering			
Department Head:		Jack Carr			
Agenda Coordinator (include phone #):				Project No. 6406	
CAPTION					
To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$358,930, for Fire Administration and Station One Renovations & Improvements designs; and authorizing the City Manager or his authorized designee 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:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	300,000	4,000,000	4,300,000
Encumbered/Expended Amount		0	-16,801	0	-16,801
This Item		0	-274,773	-84,157	-358,930
BALANCE		0	8,426	3,915,843	3,924,269
FUND(S): FIRE & PUBLIC SAFETY FACILITIES CIP					
<p>COMMENTS: Funds are planned and available in the 2013-14 Fire & Public Safety Facilities CIP. This item, in the amount of \$358,930, will leave a total balance of \$3,924,269 available for renovations and improvements to the Fire Station One and Fire Administration Facility.</p> <p>STRATEGIC PLAN GOAL: Renovations and improvements to Plano Fire-Rescue facilities relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>This agreement with Brown Reynolds Watford Architects, Inc., is for design of the renovations to Fire Administration and Fire Station One buildings. The contract fee is \$358,930 and will address programming, schematic design, design development, construction documents development, construction administration and project close out for interior renovations, expansions, equipment replacement, site improvements, parking additions, and other programs identified during initial design.</p> <p>1901 Avenue K https://www.google.com/maps/place/1901+K+Ave/@33.0261476,-96.6997992,17z/data=!4m7!1m4!3m3!1s0x864c1904f2fa42c9:0xf89e692aba77fbc2!2s1901+K+Ave!3b1!3m1!1s0x864c1904f2fa42c9:0xf89e692aba77fbc2</p>					
Funding is available from Fire Facilities CIP. Staff feels the fee is reasonable for this project estimated to cost \$4,000,000.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map; Architectural Services Agreement			N/A		

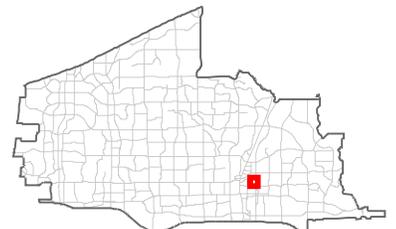
sharif 5/2/2014 C:\Analyst\Projects\Engineering\Council\Agenda\Locator\Maps\05-02-14_FireRenovation\1901_K_Ave.mxd



**Fire Admin/Fire Station 1
Renovation
1901 K Ave**

May 2014
Source: City of Plano GIS Division

Project Location



FIRE ADMINISTRATION AND STATION ONE RENOVATIONS & IMPROVEMENTS

PROJECT NO. 6406

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **FIRE ADMINISTRATION AND STATION ONE RENOVATIONS & IMPROVEMENTS** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

The City hereby agrees to retain the Architect to perform professional architectural services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE

PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of

reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, P.E.
Facilities Manager

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

Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, Texas 75204
Attn: Gary DeVries, AIA
Principal

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

**BROWN REYNOLDS WATFORD
ARCHITECTS, INC.**
A Texas Corporation

DATE: _____

BY: _____
Gary DeVries
AIA, PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of May, 2014, by **GARY DEVRIES, AIA, PRINCIPAL**, of **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

PRELIMINARY PROJECT SCOPE AND BUDGET

The below preliminary Project Scope is from the Plano Facilities Management Department. The final project scope will result from detailed programming sessions that BRW will conduct with the Fire Department.

Fire Administration

- Add secure lobby entry vestibule
- Renovate 6 -10 interior offices and workstations
- Approx 3,000 SF building addition for offices / storage
- Approx 3,000 SF building addition for storage
- New restrooms exclusively for fire administration offices
- Renovation of existing public restrooms for accessibility and finishes
- New interior finishes
- Renovate break room and trophy / display case
- Resolve mechanical temperature control and zoning issues

Fire Station Living Quarters

- Approx 3,000 SF building addition for Fitness Room and Officer's Office/Sleeping Rooms
- Complete demolition and reconstruction of sleeping rooms
- No Kitchen renovation
- Expansion of covered outdoor eating patio
- Expanded Day room
- Restroom renovations for accessibility and finishes

Fire Station Apparatus Bays

- Consider replacing 4 front overhead doors with 4-fold doors

Site Improvements

- Add pavement for 10 parking spaces
- New LED site lighting

Building Improvements

- Replace metal roof - increase insulation

The Owner has provided the Architect with existing building drawings dated 01-19-93 produced by PSA Architects. The Owner shall provide the Architect with the existing property plat.

The Owner's budget for the Cost of the Work is approximately \$3,000,000.00 (Construction Cost Limit)

The Owner preliminarily intends to use a Competitive Sealed Proposal construction contracting delivery method.

PROJECT TEAM

The Owner's representative will be Jim Razinha, P.E., Facilities Manager, City of Plano

The Owner will retain the following consultants and contractors:

- Construction materials testing laboratory
- IT (voice, data and cable TV) wiring design and installation
- Fire radio and alerting systems design and installation
- Audio visual systems design and installation
- Security systems design and installation

The Architect's representative will be Gary DeVries, AIA, Principal, BRW Architects

The Architect will retain the following consultants:

- **Civil Engineering and Land Surveying:**
Jaster Quintanilla Dallas
2105 Commerce St.
Dallas, TX 75201
214-752-9098
Contact: James Davis, P.E., Civil Manager
- **Structural Engineering:**
Jaster Quintanilla Dallas
2105 Commerce St.
Dallas, TX 75201
214-752-9098
Contact: Tom, Scott, P.E., Principal
- **Mechanical, Electrical and Plumbing Engineering:**
Reed Wells Benson Consulting Engineers
12001 N. Central Expressway, Suite 1100
Dallas, TX 75243
972-788-4222
Contact: Ken Fulk, P.E., Principal
- **Landscape Design:**
David McCaskill Design Group
620 E. Southlake Blvd.
Southlake, TX. 76092
817-709-2084
Contact: David McCaskill, President
- **Roof & Building Envelope Design:**
Conley Group Building Envelope Consulting
5800 E. Campus Circle, Suite 250
Irving, TX 75063
972-444-9020
Contact: Steve Drennan

- Geotechnical Survey:
Alpha Testing
2209 Wisconsin Street, Suite 100
Dallas, TX 75229
972-620-8911
Contact: Theodore Janish, P.E., Principal

SCOPE OF ARCHITECT'S SERVICES

1. Architectural Design
Architectural exterior and interior design.
2. Structural Engineering
Structural engineering shall establish the structural design criteria and include foundation and structural framing design. Cold-formed framing shall be a performance specification. Construction administration services shall include 3 site visits.
3. Mechanical, Electrical and Plumbing Engineering
MEP engineering shall include mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. Modifications to the fire alarm and fire sprinkler systems shall be a performance specification. Construction administration services shall include 3 site visits.
4. Programming, Multiple Concept Designs and Budget Alignment
Architect shall conduct detailed programming meetings with the fire department and provide up to three (3) concept designs with order-of-magnitude construction cost estimates that align with the construction budget.
5. Existing Mechanical System Analysis
The mechanical engineer will analyze the existing mechanical and controls systems and recommend improvements to better control air distribution and temperature in areas identified by the Owner.
6. Civil Engineering
Civil engineering shall include grading, drainage, paving, dimensional control and site utility modifications. Services also include exhibits for city Site Plan approval. Construction administration services include 2 site visits.
7. Landscape Design
Landscape hardscape design and plant material selections shall conform to city zoning ordinance requirements and standards. Construction Administration services include 3 site visits.
8. Roof & Building Envelope Design
Roof and building envelope design shall start with visual examination and core sample analysis of existing roof components. Design services include repair and/or replacement of the existing metal roof and wall sealant joints. Construction administration services shall include a pre-construction meeting and 5 site visits with field reports.
9. Land Survey
The land survey shall be limited to the areas around the building additions and pavement improvements. The survey shall show contours at one foot intervals, locations of structures, paving and visible improvements, utility information based on surface evidence and record

information, and trees of six inches in caliper and greater. All the information on the survey shall be referenced to a project benchmark.

10. Geotechnical Survey

Geotechnical survey shall include one deep boring for foundation design recommendations at each building addition location and one shallow boring for pavement recommendations at each location.

SCOPE OF ARCHITECT'S SERVICES BY PHASE

The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

SCHEMATIC DESIGN PHASE SERVICES

The Architect shall prepare a preliminary evaluation of the Owner's needs, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval alternative approaches to design and construction illustrating the scale and relationship of the Project components.

Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective

sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's needs, schedule and budget for the Cost of the Work.

At the completion of Schematic Design, the Architect shall submit to the Owner and ask for approval of the Schematic Design Documents and estimate of the Cost of the Work.

DESIGN DEVELOPMENT PHASE SERVICES

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also identify major materials and systems and establish in general their quality levels.

The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction phase services.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a

project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work and request the Owner's approval.

BIDDING SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bid proposals; (2) confirming responsiveness of proposals; and (3) evaluating the proposals.

The Architect shall assist the Owner in bidding the Project by:

1. attending and assisting with a pre-bid conference for prospective bidders;
2. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the proposal documents to all prospective bidders in the form of addenda; and
3. attending the opening of the proposals, and evaluating the proposals, as directed by the Owner.

The Architect shall consider requests for substitutions, if the proposal documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

CONSTRUCTION PHASE SERVICES

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Evaluation of the Work

The Architect shall visit the site two (2) times per month at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Submittals

The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

The Architect shall review and respond to Requests for Information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

Changes in the Work

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ADDITIONAL SERVICES

Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to an appropriate adjustment in the Architect's compensation and schedule.

The Architect's responsibility to provide Construction Phase Services commences with the Contract for Construction Notice-to-Proceed and shall terminate thirty (30) after the Substantial Completion date established in the original Contract for Construction. Services beyond this date shall be Additional Services compensated with a monthly lump sum fee equal to the Architect's construction phase services fee divided by the number of months in the original Contract for Construction.

The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. Two (2) visits per month to the site by the Architect averaged over the duration of the Project during construction
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. One (1) inspection for any portion of the Work to determine final completion

The Architect shall also not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Owner provide information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Consultation concerning replacement of Work resulting from fire or other cause during construction;
10. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

11. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
12. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
13. Evaluating an extensive number of Contractor Claims;
14. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting there from.

OWNER PROVIDED SERVICES

The Owner shall provide the following services or shall ask the Architect to provide them as an Additional Service if required to complete the work.

1. Construction Materials Testing
2. Telecommunications (voice, data, cable TV, radio, antenna, and audio visual) design
3. Security systems design
4. Building commissioning
5. Furniture, furnishings and fire/fitness equipment selection and procurement

EXCLUDED SERVICES

The services listed below are not anticipated at this time, but could be provided as an Additional services, if required to complete the work.

1. Complete measurement of existing facilities. Architect shall produce document based on existing building drawings provided by the Owner and make changes based solely on visual observations.
2. Coordination of the Owner's consultants work
3. Environmental evaluation and mitigation
4. Preparation of fast-track of multiple construction document packages
5. Construction observation services beyond that described herein
6. Property plat and zoning modifications. We understand the property is platted and will not require plat or zoning modifications.
7. Storm water detention
8. Off-site utility engineering
9. Utility bill estimates
10. Leading the CM at Risk selections process, including preparation of RFQs and Interviews
11. As-Constructed Record Drawings to incorporate field changes from the Contractor's as-constructed documents into the electronic Construction Documents.

ARCHITECT'S RESPONSIBILITIES

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

OWNER'S RESPONSIBILITIES

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

COST OF THE WORK

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service.

If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the

Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate the contract;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

If the Owner chooses to proceed with revising the Project program, scope or quality to align with the budget, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

EXHIBIT "B"

- Programming 2 Weeks from a Notice-to-Proceed
- Schematic Design 6 - 8 Weeks
(includes 2 weeks owner review and approval)
- Design Development 6 - 8 weeks
(includes 2 weeks owner review and approval)
- Construction Documents 14 to 16 weeks
(includes 2 weeks owner review and approval)
- Bidding 4 weeks
- Construction Contract Award & Execution 4 to 8 weeks
- Construction Administration 10 to 12 months

EXHIBIT "C"

COMPENSATION

For the Architect's Services described in Exhibit A Scope of Services, the Owner shall compensate the Architect based on a total lump sum fee of \$358,930.00, including reimbursable expenses, as follows:

• Architectural Design, Structural Engineering, and Mechanical, Electrical and Plumbing Engineering	\$277,500.00
• Programming, Multiple Concept Designs and Budget Alignment	\$7,500.00
• Mechanical Systems Analysis	\$3,500.00
• Civil Engineering	\$10,000.00
• Landscape & Irrigation Design	\$9,500.00
• Roof & Building Envelope Design	\$33,130.00
• Land Survey	\$5,500.00
• Geotechnical Survey	\$5,800.00
• Reimbursable Expenses	\$6,500.00

Total Lump Sum Fee	\$358,930.00
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Services shall be invoiced monthly based on the percent complete, but shall not exceed the following amounts for each phase of work:

• Programming and Mechanical Analysis	\$11,000.00
• Land Survey and Geotechnical Survey	\$11,300.00
• Schematic Design	\$67,326.00
• Design Development	\$67,326.00
• Construction Documents	\$117,820.50
• Bidding	\$16,831.50
• Construction Administration	\$67,326.00

Total Lump Sum Fee	\$358,930.00
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Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of twelve percent (12%) per annum.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

REIMBURSABLE EXPENSES

Reimbursable Expenses included in the above Compensation are limited to the below items:

1. Transportation;
2. TDLR plan review and site inspection fees, but not building permit fees
3. Review document printing, reproductions, plots, standard form documents, but not bid document reproduction or distribution;
4. Postage, handling and delivery;
5. Taxes levied on site survey services.

ADDITIONAL SERVICES

The hourly billing rates for Additional Services of the Architect and the Architect’s existing consultants are set forth below or shall be negotiated as a lump sum fee. Compensation for Additional Services of the Architect’s new consultants shall be the amount invoiced to the Architect plus ten percent (10%).

Employee Category	Rate
BRW Architects	
• Principal	\$240.00 per hour
• Project Director	\$200.00 per hour
• Project Manager	\$175.00 per hour
• Project Architect	\$140.00 per hour
• Architect	\$120.00 per hour
• Intern Architect I	\$90.00 per hour
• Intern Architect II	\$75.00 per hour
• Administration Staff	\$70.00 per hour
Jaster Quintanilla Dallas	
• Principal	\$185.00 per hour
• Project Manager	\$140.00 per hour
• Senior Project Engineer	\$120.00 per hour
• Technician	\$90.00 per hour
• CAD Operator	\$75.00 per hour
• Survey Crew	\$135.00 per hour
• Senior RPLS	\$135.00 per hour
• RPLS	\$105.00 per hour
• Administrative	\$50.00 per hour

Reed Wells Benson & Company

- Principal \$150.00 per hour
- Senior Project Manager \$110.00 per hour
- Senior Engineer \$100.00 per hour
- Project Engineer \$95.00 per hour
- Engineer \$85.00 per hour
- Senior Designer \$70.00 per hour
- Designer \$60.00 per hour
- CADD Designer \$55.00 per hour
- CADD Operator \$40.00 - \$50.00 per hour
- Technical Typist \$50.00 - \$65.00 per hour

CCM Construction Services

- Senior Estimator \$115.00 per hour
- Estimator \$100.00 per hour

Conley Group

- Principal \$225.00 per hour
- Senior Architect / Consultant \$210.00 per hour
- Senior Project Manager \$175.00 per hour
- Architect / Engineer / Consultant \$175.00 per hour
- Project Manager \$135.00 per hour
- Field Technician \$95.00 per hour
- IT / Database manager \$90.00 per hour
- Registered Roof Observer / Sr. Project Rep. \$85.00 per hour
- Project Representative \$75.00 per hour
- Draftsman \$65.00 per hour
- Administration \$65.00 per hour

EXHIBIT "D"

ARCHITECTURE

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis:

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Brown Reynolds Watford Architects, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Brown Reynolds Watford Architects, Inc., is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Brown Reynolds Watford Architects, Inc.
Name of Consultant

By: _____
Signature

Gary DeVries
Print Name

AIA, Principal
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

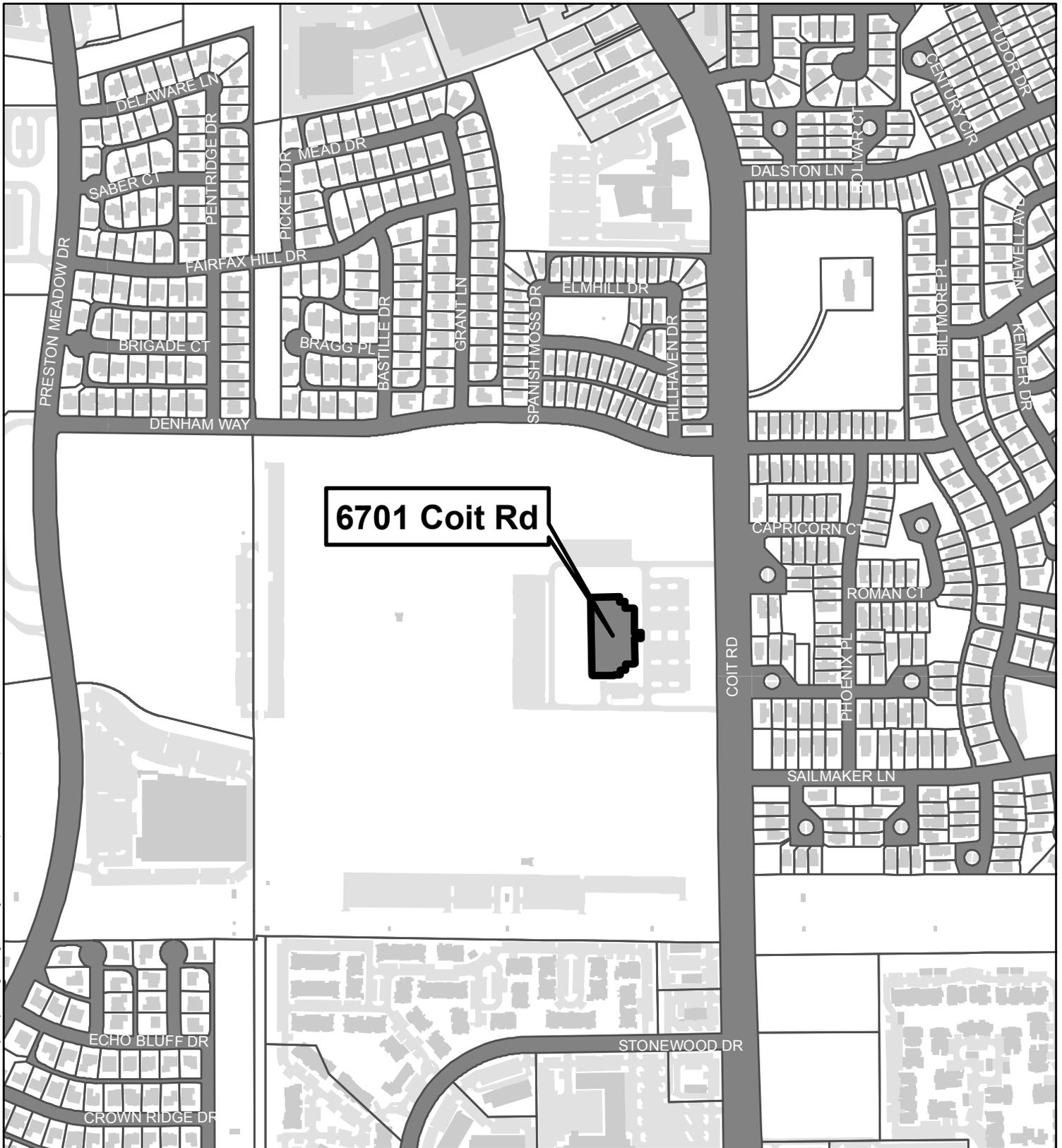
Notary Public, State of _____



**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:		5/27/14		
Department:		Engineering		
Department Head:		Jack Carr		
Agenda Coordinator (include phone #): Kathleen Schonke (7198)				Project No. 6448
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and SmithGroupJJR, Inc., in the amount of \$555,000, for Carpenter Park Pool Expansion designs; and authorizing the City Manager or his authorized designee 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,000	578,000	440,000	1,021,000
Encumbered/Expended Amount	0	-16,882	0	-16,882
This Item	0	-555,000	0	-555,000
BALANCE	3,000	6,118	440,000	449,118
FUND(S): CARPENTER RECREATION CENTER FACILITIES CIP				
<p>COMMENTS: This item, in the amount of \$555,000, will leave a current year balance of \$6,118 for other contracts related to the construction of the outdoor pool addition. The remaining balance in future years will be combined with funding from 2009 Bond Authority to construct the new pool.</p> <p>STRATEGIC PLAN GOAL: Architectural services to design and incorporate an outdoor pool to the Carpenter Recreation Center relates to the City's goals of Great Neighborhoods – 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement with SmithGroupJJR, Inc., is for design of the Carpenter Park Recreation Center pool expansion. The contract fee is \$555,000 and will address programming, schematic design, design development, construction document development, construction administration and project close out for a natatorium expansion at the Carpenter Park Recreation Center.</p> <p>https://www.google.com/maps/place/6701+Coit+Rd/@33.062866,-96.77347,17z/data=!3m1!4b1!4m2!3m1!1s0x864c22c7ccc95813:0x43840afd035ea20b</p> <p>Funding is available from Recreation Center CIP. Staff feels the fee is reasonable for this project estimated to cost \$6,000,000.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Architectural Services Agreement			N/A	

sharif 5/2/2014 C:\Analysis\Projects\Engineering\Council\Agenda\locatior\Maps\05-02-14_PoolExpansion\6701_CoItRd.mxd



0 200 400
Feet



**Carpenter Parks Rec Center
Pool Expansion
6701 Coit Rd**

May 2014
Source: City of Plano GIS Division

Project Location



CARPENTER PARK POOL EXPANSION

PROJECT NO. 6448

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **SMITHGROUPJJR, INC.**, an Out-of-State Corporation licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **CARPENTER PARK POOL EXPANSION** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

The City hereby agrees to retain the Architect to perform professional architectural services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this

Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, P.E.
Facilities Manager

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

SmithGroupJJR, Inc.
8350 North Central Expressway, Suite 500
Dallas, Texas 75238
Attn: Jay Rambo
AIA, LEED AP, Principal

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

SMITHGROUPJJR, INC.

An Out-of-State Corporation licensed to
do business in the State of Texas

DATE: _____

BY: _____

Jay Rambo
AIA, LEED AP, PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of May, 2014, by **JAY RAMBO, AIA, LEED AP, PRINCIPAL**, of **SMITHGROUPJJR, INC.**, an Out-of-State corporation licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014 by **BRUCE D. GLASSCOCK, City Manager** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

The City of Plano intends to move forward with the addition of a natatorium and associated support spaces along the north side of the existing Carpenter Park recreation facility. The specific size and configuration of this natatorium will be determined through an initial programming effort, and further refined through the design process. The Total Project Cost for this work is not to exceed \$6,500,000, with an estimated Construction Cost Limitation of \$5,100,000 based on the attached **Exhibit D** project cost breakdown.

Professional Services will be per the City of Plano standard agreement and shall include the following consultants as Basic Architectural Services:

Project Management, Architectural, Interior Design and Furnishings	SmithGroupJJR
Mechanical, Electrical, Plumbing and Fire Protection Engineering	SmithGroupJJR
Civil Engineering	Pacheco Koch
Landscape Architecture	Kendall
Structural Engineering	Urban Structure
Aquatic Design and Engineering	Councilman Hunsaker
Cost Estimating	Vermeulens
Commissioning	EAB

Basic Architectural Services shall consist of the following deliverables:

Programming and Planning

- (2) meetings with members of city staff and/or community
- Program booklet delivered in PDF format containing detailed program of spaces with narrative descriptions from each consultant discipline, and a program level cost estimate.

Schematic design

- (2) meetings to review design options
- (1) meeting to present final schematic design
- Schematic design set delivered in PDF format with full size drawings, narratives and outline specifications.
- Schematic design level cost estimate

Design Development

- (2) meetings to review design development
- (1) meeting to review final design development package
- Design development set delivered in PDF format with full size drawings and specification booklet.
- Cost estimate

Construction Documents

- (2) meetings with city staff to review progress of documents at 50% and 90% completion
- Final signed set delivered in PDF format with full size drawings and specification booklet.
- Final cost estimate

Construction Procurement

- Architect will be available to answer questions from bidders
- (1) Meeting to review CSP proposals

Contract Administration

- Weekly Site Visits

Facility Operation Services

- PDF and DWG set of record drawings drafted using contractor markups.
- Report at substantial completion
- Warranty review 1 year after substantial completion

Owner's Responsibilities

- The owner agrees that it will be responsible to identify space requirements and infrastructure criteria for inclusion into the scope for all IT and audio visual (equipment included) disciplines of work.
- The owner is responsible for any work related to the identification and removal of any asbestos-containing materials or hazardous chemicals that are potentially present in the building or under the site.
- Provide General Conditions and all relevant guidelines to be used for this project in writing.
- Provide information on all owner furnished equipment including cut-sheets.
- Exercise review and approval function in accordance with priorities and milestones mutually agreed to in the project's schedule.
- Assist in efforts to develop relocation, phasing, and temporary utility services plans where necessary to prepare for renovations while the building continues to operate.
- Designate a single Project Representative with authority to act on the Owner's behalf.
- Provide timely reviews of all design criteria and submissions.
- Provide all relevant information of work being designed by others.

EXHIBIT "B"

Our understanding of the project schedule is as follows:

- Programming and Planning 8 Weeks
- Schematic Design 8 Weeks
- Design Development 8 Weeks
- Construction Documents 12 Weeks
- Construction Procurement 8 Weeks
- Construction 52 Weeks
- Record Drawings 4 Weeks

EXHIBIT "C"

SmithGroupJJR propose to furnish the referenced services for a lump sum fee of **\$550,000.**

Billing will occur--on a monthly basis—reflective of progress within each design phase as shown below. Invoices shall be due and payable within 30 days of receipt. In the event the project is terminated or placed on hold by the owner, a final invoice will be submitted based on percentage of project completion.

Programming/Planning	5%
Schematic Design	15%
Design Development	20%
Construction Documents	35%
Bidding/Negotiations	5%
Construction Administration	20%
Total	100%

Reimbursable Expenses

Reimbursable expenses considered to be in addition to the compensation proposed herein are follows;

- Fees and expenses associated with securing approvals, filing applications to authorities having jurisdiction.
- Reproduction costs for interim and final submittals requested by City of Plano for review (includes prints, plots, and specs for bid packages).

Eligible reimbursable expenses to be billed at a multiplier of 1.10 times the amount. Reimbursable expenses are estimated to be **\$5,000.**

Additional Services

Available professional services not included in this proposal are as follows:

Audio Systems
AV / IT+Security
Enhanced Graphics / Wayfinding Planning Services
LEED Services

If work has been completed and approved, and City of Plano requires that such work be modified or redone, or when required revisions to work are inconsistent with previous approvals or understandings with the Owner, then professional services of SGJJR and its consultants, will be deemed Additional Services (hourly basis) until such time as the project is brought back to its original point of progress. No such Additional Services will be performed without the expressed written approval of the Owner. Please reference **Exhibit E** for hourly rates.

EXHIBIT "D"

ARCHITECTURE

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
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The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis:

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



**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:		05/27/14		
Department:		Engineering		
Department Head		Jack Carr, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6212
CAPTION				
To approve and authorize Contract Modification No. 2 for the purchase of additional services for the Water & Wastewater SCADA, Project No. 6212, in the amount of \$25,000 from Birkhoff, Hendricks & Carter, LLP.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	702,554	0	702,554
Encumbered/Expended Amount	0	-44,554	0	-44,554
This Item	0	-25,000	0	-25,000
BALANCE	0	633,000	0	633,000
FUND(s): WATER CIP				
<p>COMMENTS: Funds are included in the 2013-14 Water CIP. This item, in the amount of \$25,000, will leave a current year fund balance of \$633,000 for expenses related to the Monitoring & Control/Ridgeview project.</p> <p>STRATEGIC PLAN GOAL: Amending existing contracts to include services necessary for the proper functioning of Plano's water & wastewater systems relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Additional design services are required to include continued services to establish a radio path with double and triple redundancy; additional path studies and evaluation thereof to determine the communication method that will be used in the Water & Wastewater SCADA project.</p> <p>The original contract amount was \$66,000. The Engineering Department is seeking City Council approval of this second modification which will result in the contract amount to exceed 25% of the original contract amount with Birkhoff, Hendricks & Carter, LLP. The revised contract amount is \$104,750.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification No. 2			N/A	

CONTRACT MODIFICATION NO. 2

**WATER & WASTEWATER SCADA
PROJECT NO. 6212**

**PURCHASE ORDER NO. 104055
CIP NO. 68313**

This shall serve as the **Second** Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Birkhoff, Hendricks & Carter, L.L.P. (hereinafter "Consultant") dated **March 3, 2012** for Professional Engineering Services for the referenced project.

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

To modify the scope of services to include continued services to establish a radio path with double and triple redundancy. Services have included additional path studies; preparation of exhibits for City Staff and radio consultants; meetings with City and radio consultants; review data from City to use mesh system; meetings to use Police and Fire Radio System; preparation of opinions of cost for various radio path systems; work with City contractor to gain access to City sites; review of structural reports provided by City on their towers; establish budget to continue to meet with City to determine communication method that will be used for the SCADA project; and to determine a scope of services to complete the project.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant based on the fee schedule established in the original contract. Such amount shall not exceed \$25,000.00.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$	<u>66,000.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>79,750.00</u>
Amount, Modification No. 2	\$	<u>25,000.00</u>
Revised Contract Amount	\$	<u>104,750.00</u>
Total Percent Increase Including Previous Modifications		<u>58.71%</u>

Authority to Sign:

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

CITY OF PLANO
OWNER

BIRKHOFF, HENDRICKS & CARTER, LLP
CONSULTANT

By: _____
(signature)

By: 
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: John W. Birkhoff, P.E.

Print
Title: City Manager

Print
Title: Managing Partner

Date: _____

Date: 5/15/19

APPROVED AS TO FORM:

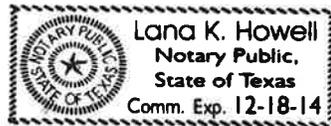
By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 15th day of MAY, 2014, by **JOHN W. BIRKHOFF, P.E., MANAGING PARTNER**, of **BIRKHOFF, HENDRICKS & CARTER, LLP**, a **TEXAS** Limited Liability Partnership, on behalf of said limited liability partnership.





Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/27/2014		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (972.769.4109)		
CAPTION				
To Jerusalem Corporation, increasing the contract by \$146,125 for the Arterial Concrete Rehab Independence Parkway - Spring Creek Parkway to SH 121, Project No. 6320, Change Order No. 1, Bid No. 2013-242-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,377,363	7,461,965	4,600,000	13,439,328
Encumbered/Expended Amount	-1,377,363	-6,699,172	0	-8,076,535
This Item	0	-146,125	0	-146,125
BALANCE	0	616,668	4,600,000	5,216,668
FUND(S): CAPITAL RESERVE FUND, STREET IMPROVEMENTS CIP				
<p>COMMENTS: Funds are available in the 2013-14 Capital Reserve CIP and Street Improvements CIP. This item, in the amount of \$146,125, is anticipated to leave a current year balance of \$616,668 available for various concrete repair and rehabilitation projects.</p> <p>STRATEGIC PLAN GOAL: Changing existing contracts to meet identified infrastructure needs relates to the City's goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This change order is for additional concrete paving repairs in the project area. As the project progressed and while working in the area, additional areas of concrete paving were identified in need of repair. The size of repairs identified has increased since the original inventory was completed in Spring of 2013.</p> <p>Staff recommends approval of Change Order No. 1. The total Contract will be \$1,112,416.15 which is a 15.12% increase of the original contract amount of \$966,291.00.</p> <p>https://www.google.com/mapmaker?ll=33.07946,-96.746979&spn=0.084576,0.144196&t=h&z=13&vpsrc=6&q=independence+pkwy+and+spring+creek+pkwy+plano+tx&utm_medium=website&utm_campaign=relatedproducts_maps&utm_source=mapseditbutton_normal</p>				
List of Supporting Documents: Change Order No. 1; Location Map			Other Departments, Boards, Commissions or Agencies	

CHANGE ORDER NO. 1

**ARTERIAL CONCRETE REHAB INDEPENDENCE PKWY-SPRING CREEK PKWY TO 121
PROJECT NO. 6320
PURCHASE ORDER NO. 104411
CIP NO. 51131/51128/34556
BID NO. 2013-242-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION** for the **ARTERIAL CONCRETE REHAB INDEPENDENCE PKWY-SPRING CREEK PKWY TO SH 121 PROJECT**, dated May 20, 2013.

B. DESCRIPTION OF CHANGE

The change order is for additional quantities on arterial streets, and sidewalk repair that are needed due to sub-grade movement since the inventory was complete in spring of 2013.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	Full depth saw cut	18,192	20,532	LF	\$1.00	\$2,340.00
101	F/I Longitudinal & Trans. Joints	18,192	20,532	LF	\$2.00	\$4,680.00
102	R/D Concrete and Base	12,540	15,129	SY	\$5.00	\$12,945.00
104	F/I 8" Concrete paving (4200psi)	12,000	15,129	SY	\$57.50	\$179,941.65
108	F/I 8" Concrete paving (K)	540	100	SY	\$59.00	-\$25,960.00
110	F/I 6" Concrete paving (4200)	300	0	SY	\$43.00	-\$12,900.00
112	F/I 6" Monolithic Curb	5,424	6,365	LF	\$1.00	\$941.00
134	R/F/I 4" Sidewalk	11,392	6,705	SF	\$3.00	-\$14,062.50
136	Type A BFR	10	4	EA	\$600.00	-\$3,600.00
139	Type D BFR	10	14	EA	\$450.00	\$1,800.00
	TOTAL:					\$146,125.15

Original Contract Amount	\$	<u>966,291.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>966,291.00</u>
Amount, Change Order No. 1	\$	<u>146,125.15</u>
Revised Contract Amount	\$	<u>1,112,416.15</u>
Total Percent Increase Including Previous Change Orders		<u>15.12%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **19** day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>19 working days</u>
Revised Contract Time	<u>139 working days</u>
Total Percent Increase Including Previous Change Orders	<u>15.83%</u>

E. AGREEMENT

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

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JERUSALEM CORPORATION**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated May 20, 2013.

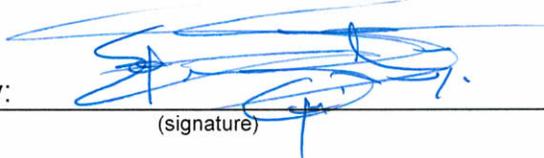
F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

CONTRACTOR: (JERUSALEM CORP)

By: _____
(signature)

By: 

(signature)

Print
Name: Bruce Glasscock

Print
Name: Jerusalem A. Alhakim

Print
Title: City Manager

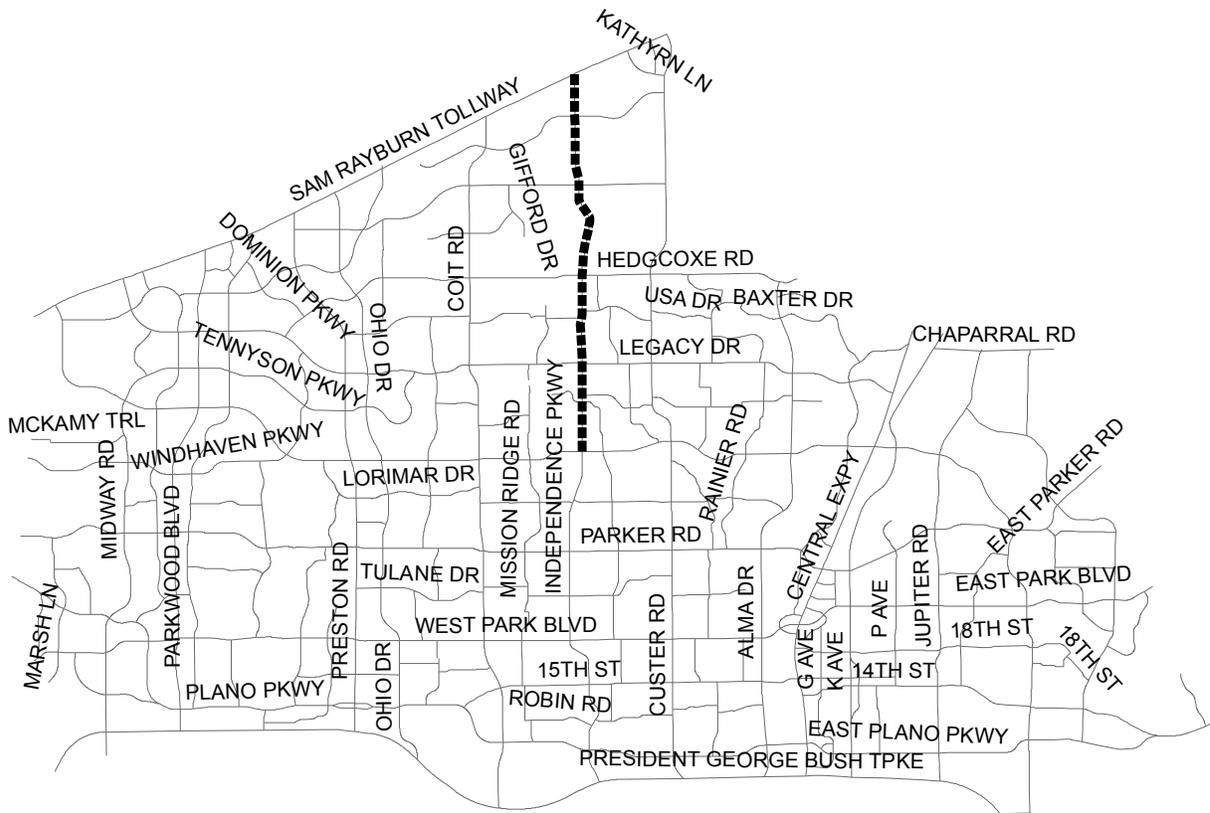
Print
Title: President

Date: _____

Date: 5-8-2014

APPROVED AS TO FORM:

LOCATION MAP





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 27, 2014		
Department:		Fire		
Department Head		Brian Crawford		
Agenda Coordinator (include phone #): Teresa Shelstad ext: 7539				
CAPTION				
To approve the purchase of fourteen (14) Lucas 2 Chest Compression Systems from Physio-Control, Inc. the sole source provider in the amount of \$180,375 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	210,000	0	210,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-180,375	0	-180,375
BALANCE	0	29,625	0	29,625
FUND(S): FIRE EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the 2013-14 Fire Equipment Replacement Fund budget for the purchase of fourteen (14) Chest Compression devices.				
STRATEGIC PLAN GOAL: Periodic replacement of the Fire Department's Chest Compression devices relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
The Fire Department recommends the purchase of fourteen (14) Lucas 2 Chest Compression Systems from Physio-Control the sole source provider in the amount of \$180,375. 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).				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

From the Office of the Fire Chief

DATE: April 22, 2014

TO: Diane Palmer-Boeck, Purchasing Manager

FROM: Brian Crawford, Fire Chief

SUBJECT: Purchase of the LUCAS 2 Chest Compression System

Plano Fire-Rescue would like to move forward with the purchase of 14 new chest compression systems to replace the Zoll AutoPulse non-invasive cardiac support pump. The Department placed a supplement for \$210,000 into the 2013/2104 budget which was approved.

The Fire Department has used the AutoPulse for over seven years. In October 2013, the Department began a trial of a second brand of chest compression system. It was the Physio-Control LUCAS 2 Chest Compression System. The LUCAS 2 devices were placed in service on the two new Rescue Squads since the units were dispatched to almost all CPR 911 emergencies.

Based on our experience and personnel feedback with the existing AutoPulse devices and the new LUCAS 2 device, Dr. Mark Gamber, Plano Fire-Rescue EMS Medical Director, recommends switching to the LUCAS 2 device. Attached is Dr. Gamber's recommendation memo.

The impact of not completing this purchase is to have continued problems with aging equipment, repairs, and old batteries that all must be replaced to continue operations.

Just as with our current AutoPulse units, there will be an on-going cost of owning the LUCAS 2 devices in the form of a maintenance agreement that basically provides preventive maintenance for the units, as well as an extended warranty. This will be approximately \$22,000 per year after the one-year warranty period.

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

DATE: April 22, 2014
TO: Diane Palmer-Boeck, Purchasing Manager
FROM: Mark Gamber DO, EMS Medical Director
SUBJECT: Purchase of the LUCAS 2 Chest Compression System

Chest compression systems allow for continuous chest compressions, which is a vital part of successful resuscitation from cardiac arrest. Further, they increase provider safety by allowing PFR personnel to remain restrained during transport. The chest compression systems on the fire trucks are over 7 years old. PFR is one of the earliest adopters of mechanized chest compression systems in the United States. As our equipment ages we are investing increasing resources in its maintenance. Moreover, battery technology has changed. PFR has reached the point where it is prudent to purchase new equipment rather than continuously repair equipment that has reached the end of its product life.

Plano Fire Rescue has used a single chest compression system for over 7 years. Since October 2013, PFR also began to simultaneously utilize a second, different chest compression system. The decision as to which system to purchase has been historically based on the Fire Department EMS Medical Director's treatment specifications. Based on device functionality, CQI of cardiac arrest run reports, feedback from field personnel, and patient outcomes, I recommend the LUCAS chest compression system with the following unique combination of functional specifications:

1. Ability to provide compressions at the AHA recommended 100-120/minute
2. Ability to defibrillate during compression
3. Potential for current and future compatibility with monitors, ePCR & code summary software
4. Ability to allow cardiologist to perform PCI during compressions
5. Ability to be plugged into outlet to conserve battery use
6. Smaller size, lighter weight decreases provider injury

Respectfully,

Mark Gamber DO, MPH FACEP
EMS Medical Director Plano Fire Rescue



**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:	05/27/14
Department:	Engineering
Department Head:	Jack Carr, P.E.
Agenda Coordinator (include phone #): Kathleen Schonne (7198) Project No. 6210	

CAPTION

To approve an expenditure for the construction of the Stadium Pump Station Rehabilitation Project by Red River Construction Company, in the amount of \$10,853,210 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2014-15	291,136	4,765,514	6,700,000	11,756,650
Encumbered/Expended Amount		-291,136	-69,016	0	-360,152
This Item		0	-3,500,000	7,353,210	-10,853,210
BALANCE		0	1,196,498	-653,210	543,288

FUND(S): WATER CIP

COMMENTS: Funds are included in the 2013-14 Water CIP and planned for the 2014-15 Water CIP. This item, in the amount of \$10,853,210, will leave a final balance of \$543,288 for the Stadium Pump Rehabilitation project.

STRATEGIC PLAN GOAL: Rehabilitating existing water infrastructure and facilities relates to the City's goal of Financially Strong City with Service Excellence and Strong Local Economy.

SUMMARY OF ITEM

Staff recommends the approval of an expenditure with Red River Construction Company for the construction of the Stadium Pump Station Rehabilitation project, in the amount of \$10,853,210, conditioned upon timely execution of any necessary contract documents.

The project consists of the rehabilitation of a water pump station, including pump and motor replacement, pipe and valve replacement, standby generator, electrical upgrade and building enhancements.

Engineer's estimate is \$9,300,000.

A value engineering process was used to arrive at the final amount of the contract; therefore, the contract award is recommended under an exemption provided by Local Government Code §252.022(a)(2), which provides an exemption to the purchasing requirements for "a procurement necessary to preserve or protect the public health or safety of the municipality's residents". In this case, the continuous delivery of water to the public, meets that requirement.



CITY OF PLANO COUNCIL AGENDA ITEM

The North Texas Municipal Water District (NTMWD) metering station is included in this award, in the amount of \$1,111,850. In the event the District chooses to not accept this contractor to construct their metering station, a change order will be processed to eliminate the associated items. If the District chooses to accept the metering station, an Interlocal Agreement will be forwarded to the Council for consideration of approval. In either case, the funds required for the metering station (\$1,111,850) will not be the responsibility of the City of Plano.

<https://maps.google.com/maps?q=6601+Alma+Drive+plano+tx&hnear=6601+Alma+Dr,+Plano,+Texas+75023&t=h&z=16>

List of Supporting Documents:

Location Map, Recommendation Memo

Other Departments, Boards, Commissions or Agencies

N/A



Memorandum

TO: Bruce Glasscock, City Manager
FROM: Jack Carr, P.E., Director of Engineering
THRU: Frank Turner, Deputy City Manager
DATE: May 17, 2014
SUBJECT: Stadium Pump Station Contract Award

Summary

- The Stadium Pump Station Rehabilitation agenda item authorizes a contract with Red River Construction Company for the rehabilitation of the pump station, in the amount of \$10,853,210.00.
- As explained in greater detail below, a value engineering process was used to modify the original bid; therefore, the contract award is recommended under an exemption provided by Local Government Code §252.022(a)(2).

Background

- The Stadium Pump Station, located on Alma Drive north of Spring Creek Parkway, is 35 years old and is nearing the end of its service life.
- The construction of the pump station improvements will take approximately 9 months between shut down and new pumps in service. Awarding the contract now allows the contractor time to have the long lead items ordered and delivered to the project in time for installation.
- The work is scheduled to be completed during the off peak season, beginning in October and must be completed before the higher usage period begins in June next year.
- The design was completed by Birkhoff, Hendricks and Carter, (BHC) and was advertised for bids.
- Only one bid was received, in the amount of \$11,360,440, which is higher than the estimate (\$9,300,000) provided by BHC.
- BHC has contacted four potential bidders to determine why they did not submit a bid and has reported the following:
 - The contractors were preparing bids for other facilities that they were familiar with or for other projects that were less complicated.
 - The project exceeded bonding limits for one contractor.
- BHC has also analyzed the bid amount to determine why it is higher than their estimate and has reported the following:
 - The cost of electrical work is currently higher than normally expected due to high workload and limited availability of electricians qualified to perform this work.
 - Labor costs have risen due to health care reform and the quantity of large roadway projects in the DFW area.

- The staff that operates the pump station is concerned about the condition of the equipment and feels the pump station must be replaced prior to the 2015 pumping season.
- The urgent need for replacing the station does not provide sufficient time to modify the plans and rebid the project; therefore, BHC contacted Red River Construction Company to discuss their bid and has coordinated a value engineering exercise to identify changes to reduce the cost and other changes to bring the completed project into compliance with the specifications (related to the manufacturer of the generation system equipment).
- The results of the discussion with the contractor (perfection of specified equipment and the value engineering exercise) have provided a contract that meets the goals of the City.
- Because the value engineering process resulted in a modification of the bid, we cannot award the contract utilizing the competitive bid process. After discussions with purchasing and legal departments, staff recommends approval of this contract under Local Government Code §252.022(a)(2), which provides an exemption to the purchasing requirements for “*a procurement necessary to preserve or protect the public health or safety of the municipality's residents*”. In this case, the continuous delivery of water to the public, meets that requirement.

NTMWD Meter Station

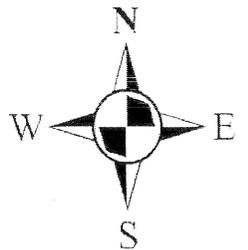
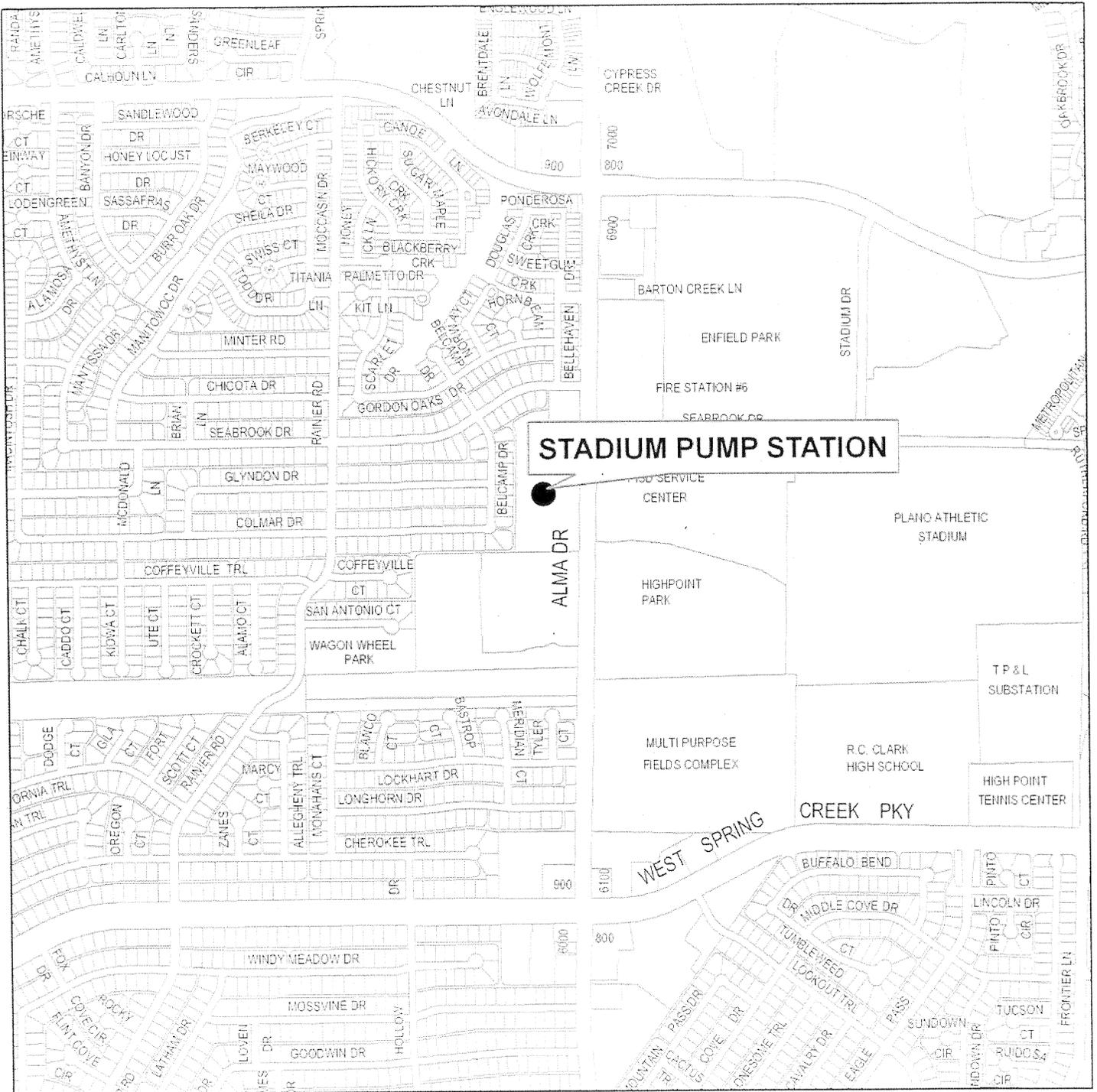
- During the design of the pump station, the North Texas Municipal Water District requested the reconstruction of their metering station while the new pump station was reconstructed.
- The design prepared by BHC includes the reconstruction of the District’s metering station and the amount of the bid associated with that work is in the amount of \$1,111,850.
- An Interlocal Agreement addressing the reimbursement of the costs related to the District metering station will be prepared for consideration by the Council and the District. In the event the District does not accept the contract amount provided by this contractor, the City will process a change order to delete the meter station elements from the contract.

Contract Summary

Pump station	\$7,473,590
Standby electric generation system	\$2,775,000
NTMWD meter station	<u>\$1,111,850</u>
Total bid amount	\$11,360,440
Reduced by Value Engineering	- <u>\$507,230</u>
Recommended Contract Amount	\$10,853,210

STADIUM PUMP STATION REHABILITATION

PROJECT 6210





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:	5/27/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving a Park Land Reimbursement Agreement between the City of Plano and TOG Development I, LLC; authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	450,000	0	450,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-215,640	0	-215,640
BALANCE	0	234,360	0	234,360

FUND(S): PARK FEE PROGRAM CIP

COMMENTS: Funds are available in the 2013-14 Park Fee Program CIP. This item, in the amount of \$215,640, is anticipated to leave a balance of \$234,360 for the Cottonwood Creek Greenbelt North project.

STRATEGIC PLAN GOAL: Acquiring and developing neighborhood and linear park space relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

An agreement with TOG Development I, LLC to purchase 43.128 acres of land for \$5,000 per acre for a total purchase price of \$215,640. Funding for this acquisition is available through the Park Fee Program.

The land being purchased is primarily flood plain that is part of the new Trails of Glenwood Subdivision. The land is identified on the City's Park Master Plan for acquisition. The property will provide for a linear park greenbelt that will connect between Moore Park and Oak Point Park and Nature Preserve. Ultimately the trail will continue through Moore Park to connect to existing trail in Allen. This trail is part of the Six Cities Trail Plan.

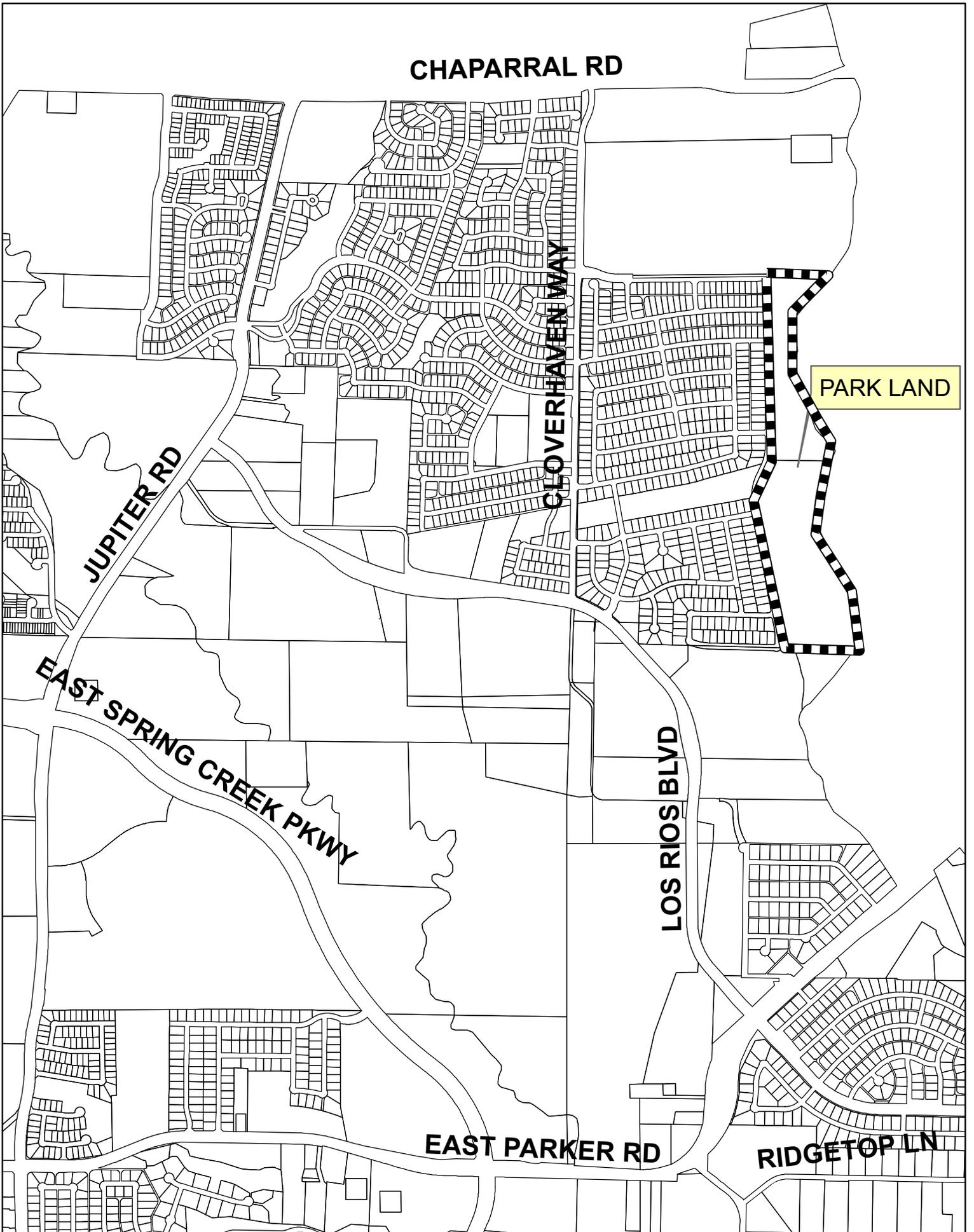
Project Location Map:

<http://goo.gl/maps/6U7Og>



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Park Land Reimbursement Agreement	Other Departments, Boards, Commissions or Agencies



CHAPARRAL RD

JUPITER RD

CLOVERHAVEN WAY

PARK LAND

EAST SPRING CREEK PKWY

LOS RIOS BLVD

EAST PARKER RD

RIDGETOP LN

A Resolution of the City Council of the City of Plano, Texas, approving a Park Land Reimbursement Agreement between the City of Plano and TOG Development I, LLC; authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.

WHEREAS, the City Council has been presented with a proposed Park Land Reimbursement Agreement by and between the City of Plano and TOG Development I, LLC; for reimbursement in the amount of \$5,000 per acre for 43.128 acres of land to be dedicated to the City of Plano in accordance with the Park Fee Ordinance for a total reimbursement of \$215,640, attached as Exhibit "A"; and

WHEREAS, upon full review and consideration of the Park Land Reimbursement 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 Park Land Reimbursement 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 Park Land Reimbursement Agreement and all other documents in connection therewith on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this the 27th day of May, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

PARK LAND REIMBURSEMENT AGREEMENT

This agreement (the "Agreement") is made and entered into by and between the **City of Plano, Texas**, a Home Rule Municipal Corporation (the "City") and **TOG Development I, LLC**, a Texas Limited Liability Company, (the "Developer"),

WHEREAS, the Developer is the owner of certain real property which is proposed to be developed as a subdivision, **Trails of Glenwood Phase 4**, located in the City of Plano, Collin County, Texas, (the "Subdivision") more particularly described on Exhibit "A" attached hereto; and

WHEREAS, as a part of the subdivision process the Developer has dedicated to the City certain real property for public park purposes, said park land ("Park Land") being more fully described in Exhibit "B" attached hereto; and

WHEREAS, pursuant to Section 16-271 of the Code of Ordinances, City of Plano, Texas, the City shall reimburse the Developer for the reasonable costs of any neighborhood or linear park land that has been dedicated to and accepted by the City for park purposes, and/or for the reasonable costs of park improvements constructed by Developer and accepted by the City, subject to the guidelines established by the City; and

WHEREAS, the City and the Developer have entered into this Agreement to set forth the terms and conditions for reimbursement to the Developer,

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.
PURCHASE OF PARK LAND

1.01. Purchase Price Per Acre

Pursuant to the guidelines adopted by the City, the purchase price of the Park Land is five thousand dollars (\$5,000) per acre of land which is located in the floodplain or encumbered by an existing easement.

1.02. Identification of Land to be Purchased

The City intends to purchase a tract of land, which is identified in more detail in Exhibit "B," and which is referred to as "the Park Land." The Park Land is more particularly described as Lot 1, Block O of the Trails of Glenwood, Phase 4, and which

is ± 40.768 acres in area, and Lot 2, Block O of the Trails of Glenwood, Phase 4 and which is 2.360 acres in area for a total area of 43.128 acres.

1.03. Calculation of Purchase Price

Pursuant to the purchase price per acre set forth in Section 1.01, *supra*, the total purchase price of the Park Land shall be a total of two hundred fifteen thousand six hundred and forty and no/100 dollars (\$215,640). This sum shall be referred to as the "Dedication Reimbursement."

1.04 Acceptance of the Park Land

Final acceptance of the Park Land will not occur until City personnel have inspected the property and a formal acceptance letter has been issued to Developer. Developer agrees to remove all construction debris and materials from the Park Land, clean any debris from storm sewers located on the Park Land at the time of final acceptance, and satisfy the provisions of Article II, *infra*, prior to final acceptance by the City.

1.05 Inspection

The City's Public Works Director, City Engineer, Parks Director, or designee(s) of any of the above-named individuals may periodically inspect the Park Land for conformance with this Agreement without advance notice to Developer.

ARTICLE II. **SEDIMENT POND USE AND REMOVAL**

2.01. Sediment Pond

The Park land is currently the site of a sediment pond ("the Drainage Pond") and associated infrastructure. Prior to the final acceptance of the property by the City, Developer agrees to remove the sediment pond and all associated infrastructure. The parties further agree that the City of Plano's final acceptance of the Park Land is conditioned upon the inspection detailed in paragraph 1.04, *supra*, and that the Developer will post a cash escrow as stated in paragraph 4.01, *infra* to cover the costs of drainage and removal of the infrastructure should it be unable or unwilling to effect the drainage and removal.

2.02. Developer's Use of the Pond

The Developer is granted the right to continue using the Drainage Pond and its surrounding area, described in more detail in Exhibit "C," ("the Drainage Pond Tract") to support building of the Trails of Glenwood development. This right shall continue until the earliest of three events occurs: (1) termination of this Agreement; (2) substantial completion of the development and final acceptance by the City of the Drainage Pond

Tract in accordance with Paragraphs 1.04 and 2.01 of this Agreement, or (3) the passage of seven (7) years from the Effective Date of this Agreement.

ARTICLE III.
INDEMNITY

3.01. INDEMNITY

THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF

AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY IN DOING SO.

DEVELOPER DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.

ARTICLE IV.
SECURITY

4.01. Security. In order to ensure removal of the Drainage Pond and any associated infrastructure on the Drainage Pond Tract, the Developer agrees that Twenty-four thousand three hundred fifty and no/100 dollars (\$24,350) of the Dedication Reimbursement shall be withheld by the City and placed in escrow as follows:

- (a) Cash Escrow. The cash sum in an amount equal to one hundred percent (100%) of the park land reimbursement value of the Drainage Pond Tract shall be held by the City in escrow (the "Cash Escrow"). The Cash Escrow is intended to be security, in lieu of bonds or a letter of credit, for the satisfactory completion of the Drainage Pond Removal. Upon completion of the Drainage Pond Removal and final acceptance thereof by the City, in accordance with paragraphs 1.04 and 2.01, *supra*, the City shall release the Cash Escrow to the Developer.
- (b) Should Developer fail to complete the Drainage Pond removal within a reasonable time following: (1) the substantial completion of construction upon 85% of the lots in the Subdivision, such reasonable time to be determined at the sole discretion of the City, or (2) expiration of seven (7) years from the time of the Effective Date of the Agreement, the City shall be authorized to draw down the Cash Escrow and apply it to completion of the Drainage Pond removal work. Notice and an accounting of costs shall be provided to the Developer in accordance with this Agreement, and remaining funds (if any) after the completion of the Drainage Pond removal work will be tendered to Developer six (6) months following the completion of the work, such period being necessary to ensure no further work is needed. The City's exercise of this remedy shall be in addition to, and not in lieu of, any other remedies available to the City through this Agreement or through statute or common law. In addition, exercise of this remedy shall not constitute a waiver of the

City's right to pursue additional damages from the Developer should the cost of the Drainage Pond removal exceed the amount of the Cash Escrow.

ARTICLE V.
ENVIRONMENTAL MATTERS

5.01 Environmental Matters - Disclosure

Developer agrees to disclose to City, prior to the final inspection provided for in paragraph 1.04, *supra*, any and all information it may have regarding the presence of any hazardous materials on, in or under the Park Land. As used in this agreement, "hazardous materials," means any "hazardous substance," "pollutant or contaminant," "petroleum" (or any fraction thereof), and natural gas liquids," as those terms are defined or used in Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and any other substances regulated or subject to guidance from governmental entities because of their actual or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, formaldehyde, radon and mold (in toxic quantities).

Developer also certifies that it has complied and is in compliance with all applicable environmental laws and there are no proceedings, actions, or claims relating to hazardous materials or conditions on the Park Land threatened by any governmental entity or third party (including, without limitation, any claims relating to the presence of, as well as the release or management of hazardous materials on the Park Land).

ARTICLE VI.
MISCELLANEOUS PROVISIONS

6.01. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

6.02. Notices

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

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

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

TOG Development I, LLC
15455 Dallas Parkway, Suite 1000
Addison, TX 79001

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

6.03. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

6.04. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

6.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

6.06. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

6.07. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.08. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

6.09. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

6.10. Benefits Inure to the Parties

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

6.11 Effective Date

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

**CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation**

Date: _____

By: _____

Bruce D. Glasscock
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DEVELOPER:

**TOG Development I, LLC
A Texas Limited Liability Company**

By: _____
Stephen H. Brooks, President

By: _____
Randall Van Wolfswinkel, President

ACKNOWLEDGMENTS

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

This instrument was acknowledged before me on the _____ day of _____, 2014, by **Bruce D. Glasscock**, City Manager of the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

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

This instrument was acknowledged before me on the _____ day of _____, 2014, by **Stephen H. Brooks, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

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

This instrument was acknowledged before me on the _____ day of _____, 2014, by **Randall Van Wolfswinkel, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT "A"

Trails of Glenwood Phase 4, an Addition to the City of Plano

EXHIBIT "B"

Lots 1 & 2, Block O, Trails of Glenwood Phase 4 Addition containing 43.128 acres of land

EXHIBIT "C"

Lot 2, Block O, Trails of Glenwood Phase 4 Addition, containing 2.360 acres of land.



**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:		5/27/14		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
A Resolution of the Plano City Council appointing a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0		0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Appointing a member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the Plano City Council appointing a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council desires to appoint a full DART board member to represent the City of Plano for a term to begin July 1, 2014 and has duly considered candidates.

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

Section I. The City of Plano appoints Paul N. Wageman to serve as the full DART Board Member to represent the City of Plano for the term beginning on July 1, 2014.

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

DULY PASSED AND APPROVED this the 27th day of May 2014.

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:		5/27/14		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
A Resolution of the Plano City Council affirming the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Appointing a joint member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the Plano City Council affirming the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council has duly considered candidates for the fractional allocation for a shared member with the City of Farmers Branch.

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

Section I. The City of Plano affirms, with the concurrence of the City of Farmers Branch, the selection of Faye Moses Wilkins as the shared DART Board Member. Such term shall begin on July 1, 2014, and this appointment shall make use of Plano's additional fractional allocation for a board member, subsequent to a previous agreement with the named city.

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

DULY PASSED AND APPROVED this the 27th day of May 2014.

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:		May 27, 2014		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson, Director of the Office of Policy and Government Relations		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
A Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.; and providing an effective date..				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	29,927	0
Encumbered/Expended Amount		0	0	0
This Item		0	-29,927	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is included in the 2013-14 Non-Departmental Budget.				
STRATEGIC PLAN GOAL: Participation in Utility Steering Committees and Coalitions relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Resolution approves the annual membership payment for the Steering Committee of Cities Served by Oncor.				
List of Supporting Documents: Agenda Item, Memo, Resolution			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: May 27, 2014
To: City Council
Thru: Bruce D. Glasscock, City Manager
From: Mark Israelson, Director of Office of Policy and Government Relations
Subject: 2014 Oncor Cities Steering Committee Membership

Purpose of the Resolution

The City of Plano is a member of a 150-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the city.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of eleven cents (\$0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires notification to the Chair of the Steering Committee, Jay Doegey, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Jay Doegey, Chair, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

A Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.; and providing an effective date.

WHEREAS, the City of Plano is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee (whose current members are identified in Attachment 1) which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2013 meeting set a budget for 2014 that compels an assessment of eleven cents (\$0.11) per capita; and

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

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

Section I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Plano and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Section II. The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

Section III. A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Jay Doegey, Chair, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

Section IV. This resolution shall become effective immediately.

DULY PASSED AND APPROVED this the 27th day of May, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Attachment 1
OCSC 2014 Executive Committee Members

Allen	Eric Ellwanger, Assistant to City Manager
Arlington	Jay Doegey, City Attorney
Burkburnett	Trish Holley, Director of Administration
Carrollton	Elizabeth Horn, Assistant City Attorney
Cleburne	Kim Galvin, Director of Finance
Colleyville	Cathy Cunningham, Attorney
Comanche	Bill Flannery, City Manager
Dallas	Nick Fehrenbach, Manager of Regulatory Affairs & Utility Franchising
Denison	Courtney Goodman-Morris, City Attorney
Flower Mound	Melanie Harden, Director of General Services
Fort Worth	Bridgette Garrett, Director of Budget & Management Services
Frisco	Ben Brezina, Assistant to City Manager
Grand Prairie	Don Postell, City Attorney
Haltom City	Joel Welch, Chief Financial Officer and Assistant City Manager
Irving	Carrie Morris, Assistant City Attorney
Lewisville	Phil Boyd, Consultant
Mansfield	Joe Smolinski, Director of Utility Operations
Mesquite	Cynthia Steiner, Assistant City Attorney
Odessa	James Zentner, Assistant City Manager
Plano	Mark Israelson, Director of Policy and Government Relations
Sherman	Brandon Shelby, City Attorney
The Colony	Gwen Mansfield, Assistant Finance Director
Tyler	Mark McDaniel, City Manager
Waco	Jennifer Richie, City Attorney
Watauga	Greg Vick, City Manager
Waxahachie	Doug Barnes, Director of Economic Development



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 27, 2014		
Department:		Special Projects		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): D. Carter - x5350				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2012-4-11(R) and designating a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-40,000	0	-40,000
BALANCE	0	-40,000	0	-40,000
FUND(S): GENERAL FUND, WATER & SEWER FUND				
<p>COMMENTS: This item will decrease development and building fee revenues by approximately \$40,000 annually for the purpose of encouraging development and redevelopment within Neighborhood Empowerment Zone No. 1. New development and redevelopment should boost property values and consequently tax revenues; however, the offsetting impact of increased property values cannot be anticipated at this time.</p> <p>STRATEGIC PLAN GOAL: Encouraging development and redevelopment in existing neighborhoods by waiving specific development and building fees relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Please see attached memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				
Map				

May 14, 2014

MEMO

TO: Bruce D. Glasscock, City Manager
Frank F. Turner, Deputy City Manager

FROM: Phyllis M. Jarrell, Director of Special Projects

SUBJECT: Expansion of Neighborhood Empowerment Zone No. 1

Chapter 378 of the Texas Local Government Code allows cities to establish neighborhood empowerment zones to support the construction or rehabilitation of affordable housing, promote economic development and/or increase the quality of social services, education, and public safety in a specific area. Within a neighborhood empowerment zone, the city may waive or adopt fees, refund municipal sales tax, abate property taxes and require energy efficient construction.

The city created Neighborhood Empowerment Zone No. 1 in 1999 for an area which includes Downtown Plano and the adjacent Haggard Park, Douglass, and Old Towne neighborhoods, and chose to focus on fee waivers as the single incentive available within the zone. At that time, the revitalization of this area had just begun, and the fee waivers provided in the zone were designed to promote new development and redevelopment in downtown and the construction of affordable housing in the surrounding neighborhoods. When the empowerment zoned was established in 1999, it waived most fees related to building and sign permits for both commercial and single-family new construction and for reconstruction and rehabilitation. However, for new multifamily development, only the park impact fee was waived. At that time, there was a concern about incentivizing a large number of multifamily units in an area with an unproven market for the use. Now there is continued demand for new multifamily development in the area and existing apartments enjoy a high occupancy rate. The "Downtown Plano Vision and Strategy Update" plan recommends the construction of an additional 1,000 dwelling units within one-half mile of the Downtown Plano DART station. The proposed amendments would extend the same fee waivers to new multifamily construction as currently offered to new commercial construction and provide an additional incentive.

The neighborhood empowerment zone boundaries have been expanded several times since 1999. The proposed amendment expands the boundaries of the zone to include one area which has attracted interest for redevelopment and which would benefit from fee waivers.

Since inception of the neighborhood empowerment zone in 1999, the city has waived \$606,672 in fees on construction projects valued at \$83,279,299.

Please let me know if you need additional information or have questions.

XC: Selso Mata, Chief Building Official
Christina Day, Director of Planning

A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2012-4-11(R) and designating a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date.

WHEREAS, on August 9, 1999, the City Council created Neighborhood Empowerment Zone No. 1 ("Zone No. 1") by the passage of Resolution No. 99-8-13(R); and

WHEREAS, Zone No. 1 was created to promote an increase in economic development and increase the quality of social services and public safety in Zone No. 1; and

WHEREAS, on December 10, 2001, the City Council repealed Resolution No. 99-8-13(R) and adopted Resolution No. 2001-12-4(R) to increase the number of fees to be waived; and

WHEREAS, on October 27, 2003, the City Council repealed Resolution No. 2001-12-4(R) and adopted Resolution No. 2003-10-33(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on September 13, 2004, the City Council repealed Resolution No. 2003-10-33(R) and adopted Resolution No. 2004-9-2(R) to increase the number of fees to be waived; and

WHEREAS, on September 12, 2005, the City Council repealed Resolution No. 2004-9-2(R) and adopted Resolution No. 2005-9-5(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on April 23, 2012, the City Council repealed Resolution No. 2005-9-5(R) and adopted Resolution No. 2012-4-11(R) to revise the boundaries of Zone No. 1 and to increase the number of fees to be waived; and

WHEREAS, the City Council now wishes to again revise the boundaries of Zone No. 1; and increase the number of fees to be waived; and

WHEREAS, the City Council desires to repeal Resolution 2012-4-11(R) to create a new Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City Council finds that the creation of Neighborhood Empowerment Zone No. 1 satisfies the requirements of Section 312.202, Tax Code;

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

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

Section II. Resolution No. 2012-4-11(R) is hereby repealed in its entirety.

Section III. Neighborhood Empowerment Zone No. 1 is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A.

Section IV. Within Neighborhood Empowerment Zone No. 1, the following fees are waived:

For Single-family, Single-family Attached, and Two-Family new or existing development:

All fees required for new construction or for repair or rehabilitation of existing structures, including but not limited to:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee
7. Foundation Repair Fee
8. Mechanical Permit Fee
9. Park Impact Fee
10. Permit Renewal Fee
11. Plan Review Fee
12. Plumbing Permit Fee
13. Re-roofing Fee
14. Sanitary Sewer Connection Fee
15. Structure Moving Fee
16. Water Meter Fee
17. Water Tap Fee, labor charges only
18. Sewer Tap Fee, Labor charges only
19. Planning Department Plan Review Fees
20. Engineering Inspection Fee

For Multiple-Family existing development, where rehabilitation or repair involves a minimum of \$8,000 per dwelling unit:

1. Building Permit Fee
2. Demolition Fee
3. Electrical Permit Fee
4. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
5. Foundation Repair Fee
6. Mechanical Permit Fee
7. Permit Renewal Fee
8. Plumbing Permit Fee
9. Re-roofing Fee
10. Certificate of Occupancy Fee
11. Planning Department Plan Review Fees
12. Engineering Inspection Fee

For Multiple-Family new development:

1. Park Impact Fee
2. Building Permit Fee
3. Board of Adjustment Application Fee
4. Demolition Fee
5. Electrical Permit Fee
6. Electronic Meter Reader Fee
7. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
8. Foundation Repair Fee
9. Health Plan Review Fee
10. Impact Fee
11. Mechanical Permit Fee
12. Plumbing Permit Fee
13. Re-roofing Fee
14. Sanitary Sewer Connection Fee
15. Sign Permit Fee (only for removal of non-conforming signs)
16. Water Meter Fee
17. Certificate of Occupancy Fee
18. Planning Department Plan Review Fees
19. Engineering Inspection Fee

For Commercial new and existing development:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
7. Foundation Repair Fee
8. Health Plan Review Fee
9. Impact Fee
10. Mechanical Permit Fee
11. Plumbing Permit Fee
12. Re-roofing Fee
13. Sanitary Sewer Connection Fee
14. Sign Permit Fee (only for removal of non-conforming signs)
15. Water Meter Fee
16. Certificate of Occupancy Fee
17. Planning Department Plan Review Fees
18. Engineering Inspection Fee

For Single-Family, Two-Family, Multiple-Family and Commercial new and existing development, no fees shall be waived if the development involves demolition of a structure which is included in the survey of historic properties in the Preservation Plan, unless the structure has been released for demolition by the Heritage Commission or City Council.

Section V. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 27TH DAY OF MAY, 2014.

Harry LaRosiliere, MAYOR

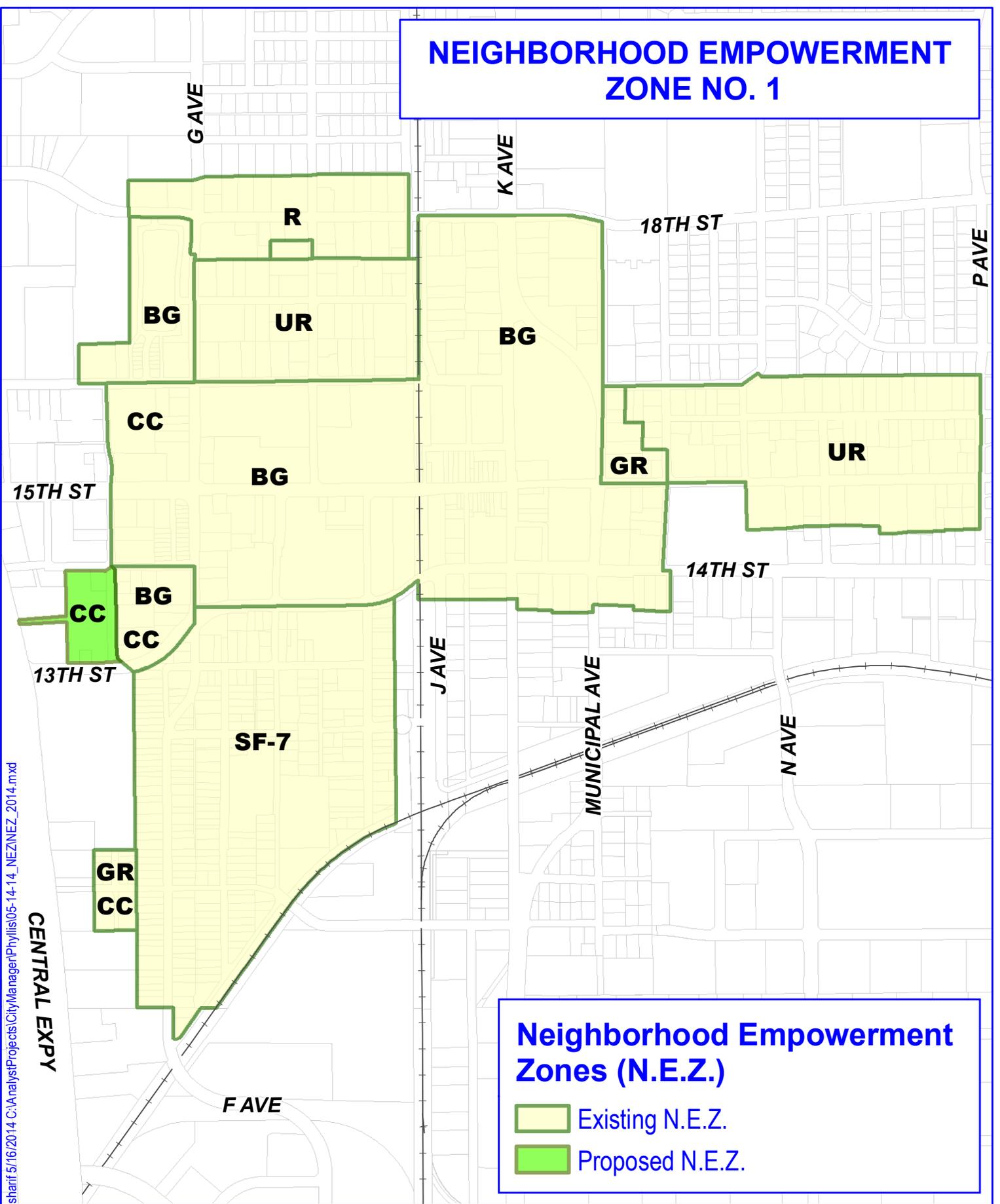
ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

NEIGHBORHOOD EMPOWERMENT ZONE NO. 1



Neighborhood Empowerment Zones (N.E.Z.)

- Existing N.E.Z.
- Proposed N.E.Z.

sharif 5/16/2014 C:\Analyst\Projects\CityManager\Phyllis\05-14-14_NEZINEZ_2014.mxd

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.



Source : City of Plano, GIS Division
Date : 5/16/2014



NOT TO SCALE



**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:		5/27/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2014 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: 2013-2014	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: This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending March 31, 2014.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2014 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, 2014, 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, 2014, 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 27th day of May, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano

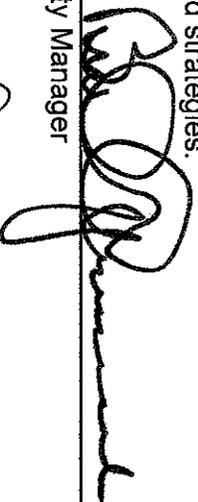
INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2014

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 indicates that growth in economic activity has picked up recently, after having slowed sharply during the winter in part because of adverse weather conditions. Labor market indicators were mixed but on balance showed further improvement. The unemployment rate, however, remains elevated. Household spending appears to be rising more quickly. Business fixed investment edged down, while the recovery in the housing sector remained slow. Fiscal policy is restraining economic growth, although the extent of restraint is diminishing. Inflation has been running below the Committee's longer-run objective, but longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic activity will expand at a moderate pace and labor market conditions will continue to improve gradually, moving toward those the Committee judges consistent with its dual mandate. The Committee sees the risks to the outlook for the economy and the labor market as nearly balanced. The Committee recognizes that inflation persistently below its 2 percent objective could pose risks to economic performance, and it is monitoring inflation developments carefully for evidence that inflation will move back toward its objective over the medium term.

The Committee currently judges that there is sufficient underlying strength in the broader economy to support ongoing improvement in labor market conditions. In light of the cumulative progress toward maximum employment and the improvement in the outlook for labor market conditions since the inception of the current asset purchase program, the Committee decided to make a further measured reduction in the pace of its asset purchases. Beginning in May, the Committee will add to its holdings of agency mortgage-backed securities at a pace of \$20 billion per month rather than \$25 billion per month, and will add to its holdings of longer-term Treasury securities at a pace of \$25 billion per month rather than \$30 billion per month. 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. The Committee's sizable and still-increasing holdings of longer-term securities should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative, which in turn should promote a stronger economic recovery and help to ensure that inflation, over time, is at the rate most consistent with the Committee's dual mandate.

The Committee will closely monitor incoming information on economic and financial developments in coming months and will continue its purchases of Treasury and agency mortgage-backed securities, and employ its other policy tools as appropriate, until the outlook for the labor market has improved substantially in a context of price stability. If incoming information broadly supports the Committee's expectation of ongoing improvement in labor market conditions and inflation moving back toward its longer-run objective, the Committee will likely reduce the pace of asset purchases in further measured steps at future meetings. However, asset purchases are not on a preset course, and the Committee's decisions about their pace will remain contingent on the Committee's outlook for the labor market and inflation as well as its assessment of the likely efficacy and costs of such purchases.

To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that a highly accommodative stance of monetary policy remains appropriate. In determining how long to maintain the current 0 to 1/4 percent target range for the federal funds rate, 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 developments. The Committee continues to anticipate, based on its assessment of these factors, that it likely will be appropriate to maintain the current target range for the federal funds rate for a considerable time after the asset purchase program ends, especially if projected inflation continues to run below the Committee's 2 percent longer-run goal, and provided that longer-term inflation expectations remain well anchored.

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.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>March 31, 2014</u>		<u>December 31, 2013</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.05%	84,778,195.97	84,778,195.97	108,409,464.77	108,409,464.77
Certificates of Deposit	0.55%	44,952,989.94	44,952,989.94	44,429,421.42	44,429,421.42
FHLB Bonds	0.95%	36,220,724.91	36,461,188.89	45,265,928.02	45,630,695.57
FHLMC Bonds	1.20%	96,514,977.26	97,251,743.00	83,842,836.08	84,633,135.00
FNMA Bonds	0.91%	46,283,710.29	46,675,216.04	46,540,245.14	47,005,633.34
Municipal Bonds	0.80%	179,472,094.86	178,779,451.30	114,294,808.30	114,013,553.65
Totals		488,222,693.23	488,898,785.14	442,782,703.73	444,121,903.75

Average Yield (1):
Total Portfolio 0.77%

Fiscal Year-to-Date Average Yield (2):
Total Portfolio 0.79%

This Quarter:	
Rolling Six Month Treasury Yield	0.08%
Rolling Two Year Treasury Yield	0.37%
TexPool Yield	0.03%

Last 12 Months:	
Rolling Six Month Treasury Yield	0.08%
Rolling Two Year Treasury Yield	0.33%
TexPool Yield	0.05%

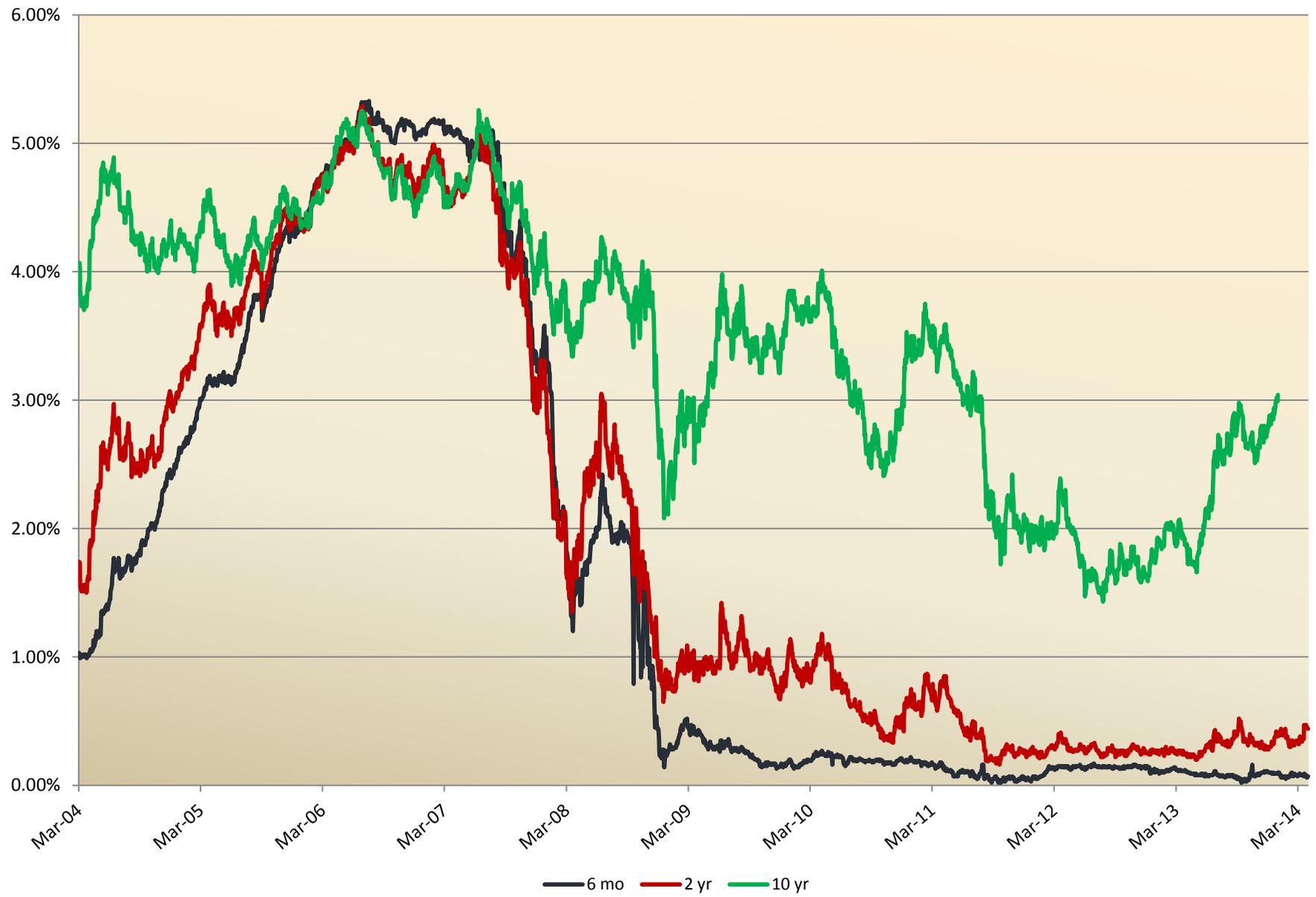
Investment Earnings (3):
Quarter \$ 275,087
Fiscal Year To Date \$ 1,094,838

(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.

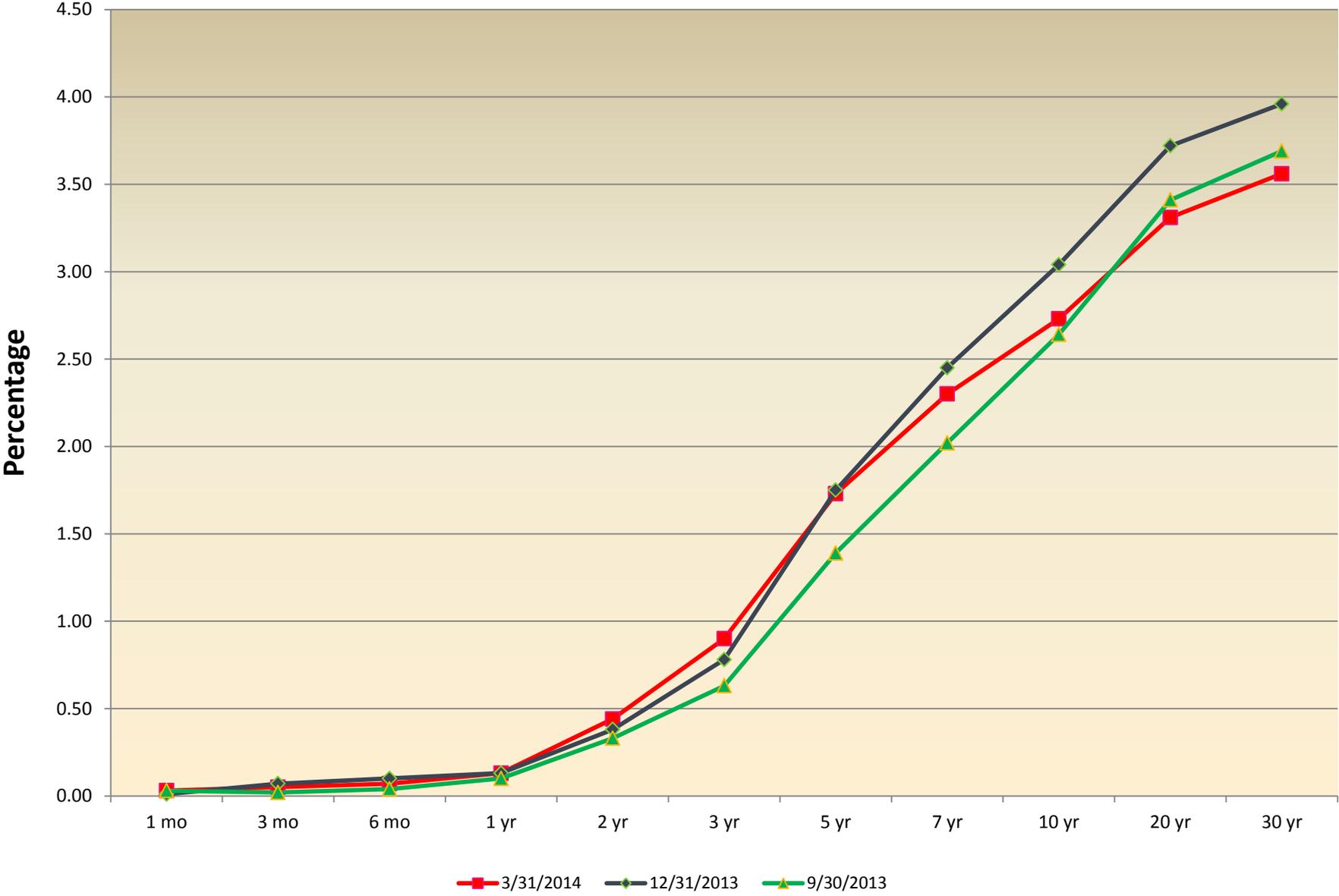
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(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, 2014

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
Frost NOW Account		0.00%	04/01/2014	03/31/2014		25,998,575.97	25,998,575.97	25,998,575.97	100.00	25,998,575.97	0.03	0.00%	
Legacy NOW Account		0.13%	04/01/2014	03/31/2014		34,441,322.08	34,441,322.08	34,441,322.08	100.00	34,441,322.08	0.03	0.13%	
TexPool		0.03%	04/01/2014	03/31/2014		12,162,249.26	12,162,249.26	12,162,249.26	100.00	12,162,249.26	0.03	0.03%	
Texas Daily		0.04%	04/01/2014	03/31/2014		12,176,048.66	12,176,048.66	12,176,048.66	100.00	12,176,048.66	0.03	0.04%	
Certificate of Deposit		1.24%	05/31/2014	05/31/2012		245,000.00	245,000.00	245,000.00	100.00	245,000.00	2.00	1.24%	5,577.26
Certificate of Deposit		0.45%	12/17/2014	12/17/2013		248,121.63	248,121.63	248,121.63	100.00	248,121.63	8.56	0.45%	318.14
Certificate of Deposit		0.40%	01/13/2015	01/13/2013		5,149,573.87	5,149,573.87	5,149,573.87	100.00	5,149,573.87	9.44	0.40%	24,943.69
Certificate of Deposit		0.30%	03/12/2015	03/14/2013		2,500,000.00	2,500,000.00	2,500,000.00	100.00	2,500,000.00	11.34	0.30%	1,849.95
Certificate of Deposit		0.30%	03/12/2015	03/13/2014		2,533,815.52	2,533,815.52	2,533,815.52	100.00	2,533,815.52	11.34	0.30%	395.71
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	14.00	0.65%	526.71
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	14.30	0.60%	130.80
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	16.39	0.60%	43.39
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	21.97	0.55%	9,223.76
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	22.95	0.56%	9,953.62
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	23.28	0.50%	880.67
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	23.31	0.45%	60.82
FHLB	Aaa/AA+	1.38%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,006,236.67	100.58	10,057,560.00	5.41	1.23%	7,256.94
FHLB	Aaa/AA+	2.75%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,610,637.52	102.45	7,750,350.06	11.38	2.09%	10,401.88
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,999,247.57	100.34	4,013,456.00	13.44	0.57%	8,311.11
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,015,704.50	102.01	1,020,055.00	13.84	0.60%	6,888.89
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,593,311.44	100.63	7,638,097.83	22.07	0.68%	8,707.42
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,995,587.21	99.69	5,981,670.00	26.85	0.56%	8,303.33
FHLMC	Aaa/AA+	3.00%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,071,340.02	102.92	11,101,079.00	3.90	0.97%	57,750.00
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,919,728.00	102.13	13,276,900.00	17.31	2.20%	13,270.83
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,025,846.95	102.13	17,362,100.00	17.31	1.64%	17,354.17
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,617,457.33	111.27	6,676,134.00	27.54	0.93%	66,916.67
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,996,526.58	103.25	30,974,010.00	28.79	0.60%	60,000.00
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	17,884,078.38	111.63	17,861,520.00	34.52	0.85%	100,000.00
FNMA	Aaa/AA+	2.50%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,015,485.66	100.29	6,017,622.00	1.48	0.40%	56,666.67
FNMA	Aaa/AA+	3.00%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,163,580.70	101.32	15,197,325.00	5.54	0.62%	18,750.00
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,459,316.64	104.98	15,747,000.00	12.46	1.93%	345,833.33
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,492,108.91	102.95	3,510,745.04	22.82	0.72%	6,820.00
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,153,218.38	103.38	6,202,524.00	23.74	0.89%	2,566.67
Municipal Bond	Aa2/AA	4.00%	05/01/2014	02/08/2013		2,835,000.00	2,961,922.95	2,843,802.26	100.28	2,842,994.70	1.02	0.35%	47,250.00
Municipal Bond	Aa3/AA-	3.00%	06/01/2014	02/13/2014		500,000.00	504,240.00	502,434.07	100.45	502,235.00	2.03	0.17%	5,000.00
Municipal Bond	Aa1/AAA	4.00%	07/01/2014	05/08/2013		2,500,000.00	2,607,025.00	2,523,499.52	100.95	2,523,650.00	3.02	0.26%	25,000.00
Municipal Bond	NA/AAA	4.00%	08/01/2014	02/20/2014		1,000,000.00	1,017,290.00	1,013,127.59	101.28	1,012,810.00	4.03	0.13%	6,666.67
Municipal Bond	Aa3/AA-	2.00%	08/15/2014	04/23/2013		1,400,000.00	1,431,108.00	1,408,897.28	100.63	1,408,862.00	4.49	0.30%	3,577.78
Municipal Bond	NA/AAA	2.00%	08/15/2014	03/27/2013		1,500,000.00	1,536,225.00	1,509,807.95	100.67	1,510,110.00	4.49	0.25%	3,833.33
Municipal Bond	Aa1/AAA	0.17%	08/15/2014	10/22/2013		5,050,000.00	5,050,000.00	5,050,000.00	99.97	5,048,232.50	4.49	0.17%	1,064.71
Municipal Bond	Aa3/A+	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	100.05	550,253.00	7.05	0.74%	1,695.83
Municipal Bond	Aa2/AA-	3.00%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,794,629.44	101.88	2,801,755.00	8.03	0.56%	27,500.00
Municipal Bond	Aa2/NA	4.00%	02/01/2015	01/16/2013		1,330,000.00	1,427,528.90	1,370,135.89	102.92	1,368,809.40	10.07	0.39%	8,866.67
Municipal Bond	Aa1/NA	3.41%	02/01/2015	01/31/2014		575,000.00	593,290.75	590,342.24	102.53	589,547.50	10.07	0.22%	3,265.04
Municipal Bond	Aa1/NA	3.41%	02/01/2015	01/31/2014		285,000.00	294,065.85	292,604.42	102.26	291,426.75	10.07	0.22%	1,618.32
Municipal Bond	Aa1/AA	2.00%	02/01/2015	02/20/2014		665,000.00	676,158.70	674,900.93	101.44	674,542.75	10.07	0.23%	1,514.72
Municipal Bond	A2/NA	5.00%	02/01/2015	01/31/2013		1,170,000.00	1,277,101.80	1,214,979.83	103.91	1,215,793.80	10.07	0.41%	9,750.00
Municipal Bond	Aa1/AAA	2.03%	02/15/2015	02/11/2014		300,000.00	305,436.00	304,728.88	101.44	304,320.00	10.52	0.23%	776.63
Municipal Bond	NA/AAA	3.00%	02/15/2015	03/28/2013		375,000.00	393,607.50	383,669.10	102.34	383,756.25	10.52	0.35%	1,437.50
Municipal Bond	Aaa/AAA	5.50%	02/15/2015	05/07/2013		2,880,000.00	3,141,244.80	3,009,213.53	104.59	3,012,105.60	10.52	0.36%	20,240.00
Municipal Bond	Aa3/NA	4.00%	02/15/2015	02/11/2014		250,000.00	259,460.00	258,229.43	103.11	257,777.50	10.52	0.25%	1,277.78
Municipal Bond	Aa2/AA	1.00%	03/01/2015	03/14/2013		1,250,000.00	1,262,187.50	1,255,694.30	100.67	1,258,337.50	10.98	0.50%	1,041.67
Municipal Bond	Aa3/NA	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,880,098.84	100.79	1,884,679.50	12.98	0.50%	7,791.67
Municipal Bond	Aa3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	996,913.38	104.79	995,486.00	12.98	0.25%	19,000.00
Municipal Bond	Aa2/NA	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	338,433.75	100.62	337,090.40	13.44	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	1,370,242.46	105.71	1,374,256.00	14.46	0.50%	19,138.89
Municipal Bond	Aa2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,651,473.08	103.52	1,656,256.00	14.98	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	2,082,860.20	105.98	2,087,727.20	14.98	0.40%	24,625.00
Municipal Bond	Aaa/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	528,426.97	105.74	528,675.00	15.44	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	2,117,277.51	106.16	2,123,240.00	15.44	0.43%	21,111.11
Municipal Bond	Aa1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,721.03	100.10	300,288.00	16.00	0.32%	250.00
Municipal Bond	Aa2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	319,867.12	105.01	320,277.45	16.00	0.35%	2,033.33
Municipal Bond	Aa1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	730,781.37	106.35	733,828.80	16.00	0.70%	5,934.00
Municipal Bond	Aa3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,457,285.48	102.08	1,459,772.60	16.46	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	1,081,576.35	103.72	1,083,894.90	16.46	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	2,044,816.90	102.36	2,047,180.00	16.46	0.36%	5,111.11
Municipal Bond	Aa3/A+	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	100.63	618,856.05	19.02	1.04%	2,665.00
Municipal Bond	Aa2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,285,760.02	108.45	1,290,531.20	19.48	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	100.15	3,440,083.80	19.48	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	1,053,307.86	106.18	1,061,780.00	20.00	0.76%	13,333.33
Municipal Bond	NA/AA+	2.50%	01/15/2016	01/17/2013		1,110,000.00							

Detail of Security Holdings
March 31, 2014

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	Aa3/A+	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	100.46	502,280.00	31.02	1.25%	2,604.17
Municipal Bond	A3/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	551,042.77	110.32	551,575.00	31.02	0.96%	10,416.67
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	99.78	708,459.30	31.48	0.92%	2,464.96
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	419,363.87	106.09	419,043.65	31.48	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	1,739,929.79	108.74	1,750,714.00	32.00	0.91%	21,466.67
Municipal Bond	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,324,427.08	107.95	2,304,647.10	34.03	0.82%	14,233.33
Municipal Bond	Aa3/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,703,563.37	111.79	2,694,090.80	34.49	0.70%	15,397.22
Municipal Bond	Aa1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,530,486.58	106.22	2,522,725.00	34.95	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	2,019,459.62	101.01	2,020,120.00	34.95	1.10%	2,400.00
Municipal Bond	NA/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	654,043.40	110.22	650,303.90	34.95	0.72%	2,212.50
Municipal Bond	Aa2/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,003,197.18	99.53	1,990,520.00	35.41	0.95%	888.89
Municipal Bond	Aa3/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,374,896.11	111.74	1,368,778.25	36.95	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	2,986,727.39	111.63	2,935,895.30	37.97	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	100.11	500,535.00	37.97	1.60%	2,666.67
Municipal Bond	Aa1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,718,180.04	107.55	5,694,666.60	39.97	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	1,481,473.27	111.46	1,448,980.00	40.43	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	100.52	251,287.50	40.43	1.47%	470.22
Municipal Bond	Aa2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,828,500.46	112.89	6,734,007.80	41.97	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	6,279,395.58	109.45	6,254,781.75	42.98	1.18%	95,250.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	556,986.82	110.55	552,770.00	43.44	0.79%	7,555.56
Municipal Bond	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,606.24	98.46	492,320.00	43.97	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	2,022,309.58	111.03	2,009,661.10	46.00	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	8,409,395.76	99.27	8,338,512.00	46.00	1.30%	17,378.67
Municipal Bond	Aa1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,915,848.90	106.33	1,924,518.70	46.46	1.35%	7,174.24
Municipal Bond	Aa3/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,916,774.62	114.72	2,896,755.75	46.46	0.90%	16,131.94
Municipal Bond	Aa2/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,089,012.00	99.55	7,964,240.00	47.38	1.36%	5,866.67
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	554,943.26	108.94	544,690.00	48.92	1.65%	9,256.25
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	277,471.63	108.94	272,345.00	48.92	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	3,161,566.99	113.72	3,093,075.20	49.93	1.48%	49,957.33
Municipal Bond	Aaa/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	267,953.74	108.50	265,820.10	49.93	1.38%	3,021.67
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	616,304.14	100.49	607,940.30	50.92	1.65%	3,186.84
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	2,006,812.41	100.49	1,979,574.20	50.92	1.65%	10,376.98
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	229,204.46	100.49	226,093.50	50.92	1.65%	1,185.19
Municipal Bond	Aa1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,890,097.43	109.40	2,877,246.30	51.93	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	100.82	252,060.00	52.39	1.92%	613.97
Municipal Bond	Aa2/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,332,142.49	110.20	1,327,922.05	52.39	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	2,676,305.28	106.99	2,674,675.00	52.39	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	10,138,655.13	100.28	10,027,800.00	57.97	1.70%	22,777.78
Municipal Bond	Aa1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,744,857.17	111.94	1,735,101.00	58.43	1.69%	8,692.66
TOTAL						474,566,185.91	496,463,898.12	488,222,693.23		488,898,785.14	19.67	0.79%	2,214,870.30

(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.

(1) (2)

(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, 2014

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
Frost NOW Account		0.00%	04/01/2014	03/31/2014		25,998,575.97	25,998,575.97	25,998,575.97	100.00	25,998,575.97	0.03	0.00%	
Legacy NOW Account		0.13%	04/01/2014	03/31/2014		34,441,322.08	34,441,322.08	34,441,322.08	100.00	34,441,322.08	0.03	0.13%	
TexPool		0.03%	04/01/2014	03/31/2014		12,162,249.26	12,162,249.26	12,162,249.26	100.00	12,162,249.26	0.03	0.03%	
Texas Daily		0.04%	04/01/2014	03/31/2014		12,176,048.66	12,176,048.66	12,176,048.66	100.00	12,176,048.66	0.03	0.04%	
Municipal Bond	Aa2/AA	4.00%	05/01/2014	02/08/2013		2,835,000.00	2,961,922.95	2,843,802.26	100.28	2,842,994.70	1.02	0.35%	47,250.00
FNMA	Aaa/AA+	2.50%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,015,485.66	100.29	6,017,622.00	1.48	0.40%	56,666.67
Certificate of Deposit		1.24%	05/31/2014	05/31/2012		245,000.00	245,000.00	245,000.00	100.00	245,000.00	2.00	1.24%	5,577.26
Municipal Bond	Aa3/AA-	3.00%	06/01/2014	02/13/2014		500,000.00	504,240.00	502,434.07	100.45	502,235.00	2.03	0.17%	5,000.00
Municipal Bond	Aa1/AAA	4.00%	07/01/2014	05/08/2013		2,500,000.00	2,607,025.00	2,523,499.52	100.95	2,523,650.00	3.02	0.26%	25,000.00
FHLMC	Aaa/AA+	3.00%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,071,340.02	100.92	11,101,079.00	3.90	0.97%	57,750.00
Municipal Bond	NA/AAA	4.00%	08/01/2014	02/20/2014		1,000,000.00	1,017,290.00	1,013,127.59	101.28	1,012,810.00	4.03	0.13%	6,666.67
Municipal Bond	Aa3/AA-	2.00%	08/15/2014	04/23/2013		1,400,000.00	1,431,108.00	1,408,897.28	100.63	1,408,862.00	4.49	0.30%	3,577.78
Municipal Bond	NA/AAA	2.00%	08/15/2014	03/27/2013		1,500,000.00	1,536,225.00	1,509,807.95	100.67	1,510,110.00	4.49	0.25%	3,833.33
Municipal Bond	Aa1/AAA	0.17%	08/15/2014	10/22/2013		5,050,000.00	5,050,000.00	5,050,000.00	99.97	5,048,232.50	4.49	0.17%	1,064.71
FHLB	Aaa/AA+	1.38%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,006,236.67	100.58	10,057,560.00	5.41	1.23%	7,256.94
FNMA	Aaa/AA+	3.00%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,163,580.70	101.32	15,197,325.00	5.54	0.62%	18,750.00
Municipal Bond	Aa3/A+	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	100.05	550,253.00	7.05	0.74%	1,695.83
Municipal Bond	Aa2/AA-	3.00%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,794,629.44	101.88	2,801,755.00	8.03	0.56%	27,500.00
Certificate of Deposit		0.45%	12/17/2014	12/17/2013		248,121.63	248,121.63	248,121.63	100.00	248,121.63	8.56	0.45%	318.14
Certificate of Deposit		0.40%	01/13/2015	01/13/2013		5,149,573.87	5,149,573.87	5,149,573.87	100.00	5,149,573.87	9.44	0.40%	24,943.69
Municipal Bond	Aa2/NA	4.00%	02/01/2015	01/16/2013		1,330,000.00	1,427,528.90	1,370,135.89	102.92	1,368,809.40	10.07	0.39%	8,866.67
Municipal Bond	Aa1/NA	3.41%	02/01/2015	01/31/2014		575,000.00	593,290.75	590,342.24	102.53	589,547.50	10.07	0.22%	3,265.04
Municipal Bond	Aa1/NA	3.41%	02/01/2015	01/31/2014		285,000.00	294,065.85	292,604.42	102.26	291,426.75	10.07	0.22%	1,618.32
Municipal Bond	Aa1/AA	2.00%	02/01/2015	02/20/2014		665,000.00	676,158.70	674,900.93	101.44	674,542.75	10.07	0.23%	1,514.72
Municipal Bond	A2/NA	5.00%	02/01/2015	01/31/2013		1,170,000.00	1,277,101.80	1,214,979.83	103.91	1,215,793.80	10.07	0.41%	9,750.00
Municipal Bond	Aa1/AAA+	2.03%	02/15/2015	02/11/2014		300,000.00	305,436.00	304,728.88	101.44	304,320.00	10.52	0.23%	776.63
Municipal Bond	NA/AAA	3.00%	02/15/2015	03/28/2013		375,000.00	393,607.50	383,669.10	102.34	383,756.00	10.52	0.35%	1,437.50
Municipal Bond	Aaa/AAA	5.50%	02/15/2015	05/07/2013		2,880,000.00	3,141,244.80	3,009,213.53	104.59	3,012,105.60	10.52	0.36%	20,240.00
Municipal Bond	Aa3/NA	4.00%	02/15/2015	02/11/2014		250,000.00	259,460.00	258,229.43	103.11	257,777.50	10.52	0.25%	1,277.78
Municipal Bond	Aa2/AA	1.00%	03/01/2015	03/14/2013		1,250,000.00	1,262,187.50	1,255,694.30	100.67	1,258,337.50	10.98	0.50%	1,041.67
Certificate of Deposit		0.30%	03/12/2015	03/14/2013		2,500,000.00	2,500,000.00	2,500,000.00	100.00	2,500,000.00	11.34	0.30%	1,849.95
Certificate of Deposit		0.30%	03/12/2015	03/13/2014		2,533,815.52	2,533,815.52	2,533,815.52	100.00	2,533,815.52	11.34	0.30%	395.71
FHLB	Aaa/AA+	2.75%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,610,637.52	102.45	7,750,350.00	11.38	2.09%	10,401.88
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,459,316.64	104.98	15,747,000.00	12.46	1.93%	345,833.33
Municipal Bond	Aa3/NA	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,880,098.84	100.79	1,884,679.50	12.98	0.50%	7,791.67
Municipal Bond	Aa3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	996,913.38	104.79	995,486.00	12.98	0.25%	19,000.00
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,999,247.57	100.34	4,013,456.00	13.44	0.57%	8,311.11
Municipal Bond	Aa2/NA	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	338,433.75	100.62	337,090.40	13.44	0.25%	1,470.58
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,015,704.50	102.01	1,020,055.00	13.84	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	14.00	0.65%	526.71
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	14.30	0.60%	130.80
Municipal Bond	Aa3/NA	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,370,242.46	105.71	1,374,256.00	14.46	0.50%	19,138.89
Municipal Bond	Aa2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,651,473.08	103.52	1,656,256.00	14.98	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	2,082,860.20	105.98	2,087,727.20	14.98	0.40%	24,625.00
Municipal Bond	Aaa/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	528,626.97	105.74	528,675.00	15.44	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	2,117,277.51	106.16	2,123,240.00	15.44	0.43%	21,111.11
Municipal Bond	Aa1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,721.03	100.10	300,288.00	16.00	0.32%	250.00
Municipal Bond	Aa2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	319,867.12	105.01	320,277.45	16.00	0.35%	2,033.33
Municipal Bond	Aa1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	730,781.37	106.35	733,828.80	16.00	0.70%	5,934.00
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	16.39	0.60%	43.39
Municipal Bond	Aa3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,457,285.48	102.08	1,459,772.60	16.46	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	1,081,576.35	103.72	1,083,894.90	16.46	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	2,044,816.90	102.36	2,047,180.00	16.46	0.36%	5,111.11
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,919,828.00	102.13	13,276,900.00	17.31	2.20%	13,270.83
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,025,846.95	102.13	17,362,100.00	17.31	1.64%	17,354.17
Municipal Bond	Aa3/A+	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	100.63	618,856.05	19.02	1.04%	2,665.00
Municipal Bond	Aa2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,285,760.02	108.45	1,290,531.20	19.48	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	100.15	3,440,083.80	19.48	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	1,053,307.86	106.18	1,061,780.00	20.00	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	1,148,261.59	103.67	1,150,681.50	21.48	0.56%	8,588.33
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	21.97	0.55%	9,223.76
Municipal Bond	Aa1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,101,274.68	102.93	5,115,571.30	22.03	0.55%	16,566.67
Municipal Bond	A2/NA	5.00%	02/01/2016	01/31/2013		975,000.00	1,103,914.50	1,054,042.47	108.20	1,054,911.00	22.03	0.55%	8,125.00
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,593,311.44	100.63	7,638,097.83	22.07	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	1,490,183.48	106.69	1,493,632.00	22.49	0.54%	7,155.56
Municipal Bond	Aaa/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	774,569.16	108.59	776,382.75	22.49	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	1,082,509.24	108.55	1,085,460.00	22.49	0.56%	6,388.89
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,492,108.91	102.95	3,510,745.04	22.82	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	22.95	0.56%	9,953.62
Municipal Bond	Aa2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,331,605.68	106.83	1,335,337.50	22.98	0.57%	4,166.67
Municipal Bond	Aa2/AA	1.00%	03/01/2016	03/14/2013									

**Detail of Security Holdings
March 31, 2014**

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
Municipal Bond	A3/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	551,042.77	110.32	551,575.00	31.02	0.96%	10,416.67
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	99.78	708,459.30	31.48	0.92%	2,464.96
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	419,363.87	106.09	419,043.65	31.48	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	1,739,929.79	108.74	1,750,714.00	32.00	0.91%	21,466.67
Municipal Bond	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,324,427.08	107.95	2,304,647.10	34.03	0.82%	14,233.33
Municipal Bond	Aa3/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,703,563.37	111.79	2,694,090.80	34.49	0.70%	15,397.22
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	17,884,078.38	111.63	17,861,520.00	34.52	0.85%	100,000.00
Municipal Bond	Aa1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,530,486.58	106.22	2,522,725.00	34.95	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	2,019,459.62	101.01	2,020,120.00	34.95	1.10%	2,400.00
Municipal Bond	NA/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	654,043.40	110.22	650,303.90	34.95	0.72%	2,212.50
Municipal Bond	Aa2/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,003,197.18	99.53	1,990,520.00	35.41	0.95%	888.89
Municipal Bond	Aa3/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,374,896.11	111.74	1,368,778.25	36.95	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	2,986,727.39	111.63	2,935,895.30	37.97	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	100.11	500,535.00	37.97	1.60%	2,666.67
Municipal Bond	Aa1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,718,180.04	107.55	5,694,666.60	39.97	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	1,481,473.27	111.46	1,448,980.00	40.43	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	100.52	251,287.50	40.43	1.47%	470.22
Municipal Bond	Aa2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,828,500.46	112.89	6,734,007.80	41.97	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	6,279,395.58	109.45	6,254,781.75	42.98	1.18%	95,250.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	556,986.82	110.55	552,770.00	43.44	0.79%	7,555.56
Municipal Bond	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,606.24	98.46	492,320.00	43.97	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	2,022,309.58	111.03	2,009,661.10	46.00	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	8,409,395.76	99.27	8,338,512.00	46.00	1.30%	17,378.67
Municipal Bond	Aa1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,915,848.90	106.33	1,924,518.70	46.46	1.35%	7,174.24
Municipal Bond	Aa3/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,916,774.62	114.72	2,896,755.75	46.46	0.90%	16,131.94
Municipal Bond	Aa2/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,089,012.00	99.55	7,964,240.00	47.38	1.36%	5,866.67
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	554,943.26	108.94	544,690.00	48.92	1.65%	9,256.25
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	277,471.63	108.94	272,345.00	48.92	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	3,161,566.99	113.72	3,093,075.20	49.93	1.48%	49,957.33
Municipal Bond	Aaa/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	267,953.74	108.50	265,820.10	49.93	1.38%	3,021.67
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	616,304.14	100.49	607,940.30	50.92	1.65%	3,186.84
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	2,006,812.41	100.49	1,979,574.20	50.92	1.65%	10,376.98
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	229,204.46	100.49	226,093.50	50.92	1.65%	1,185.19
Municipal Bond	Aa1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,890,097.43	109.40	2,877,246.30	51.93	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	100.82	252,060.00	52.39	1.92%	613.97
Municipal Bond	Aa2/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,332,142.49	110.20	1,327,922.05	52.39	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	2,676,305.28	106.99	2,674,675.00	52.39	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	10,138,655.13	100.28	10,027,800.00	57.97	1.70%	22,777.78
Municipal Bond	Aa1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,744,857.17	111.94	1,735,101.00	58.43	1.69%	8,692.66
TOTAL						474,566,185.91	496,463,898.12	488,222,693.23		488,898,785.14	19.67	0.79%	2,214,870.30

(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.

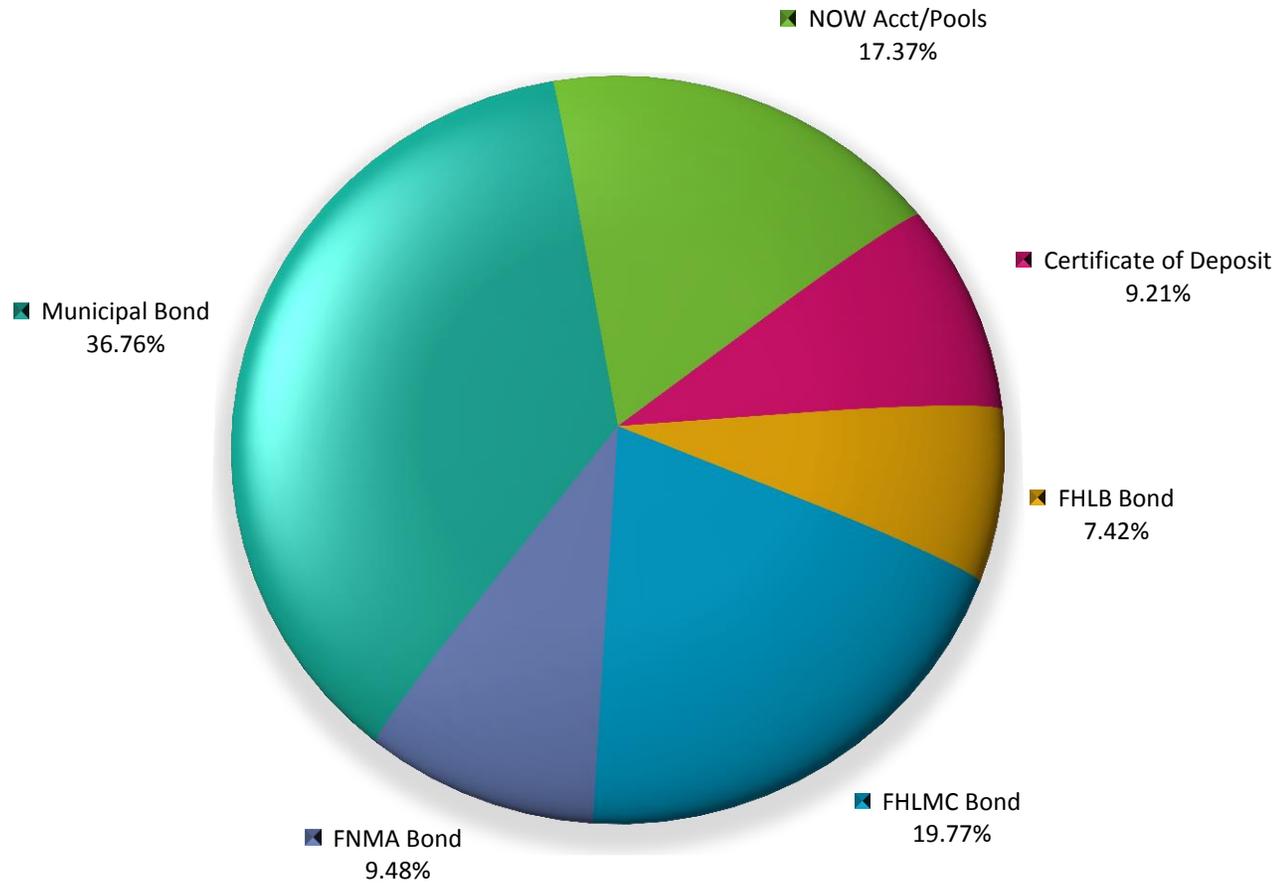
***Standard and Poor's Ratings Definitions:**

- 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)

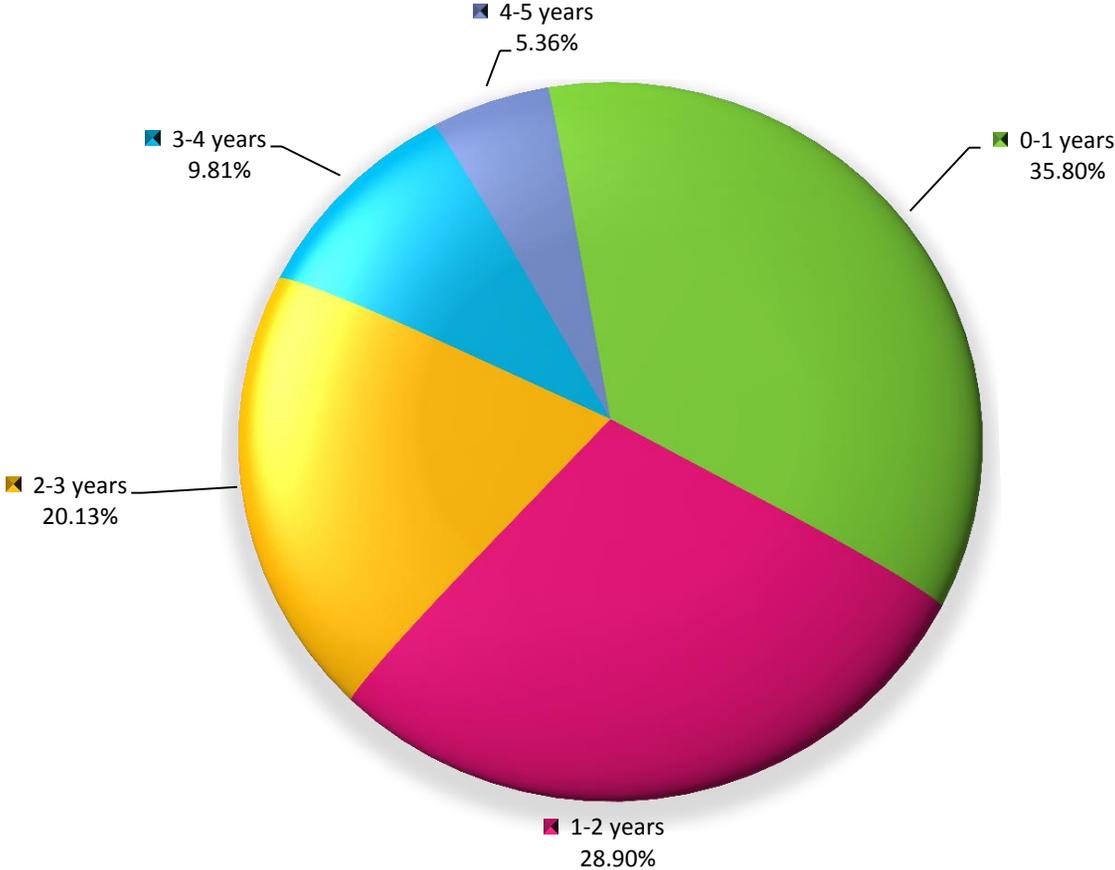
Moody's Ratings Definitions:

- 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)

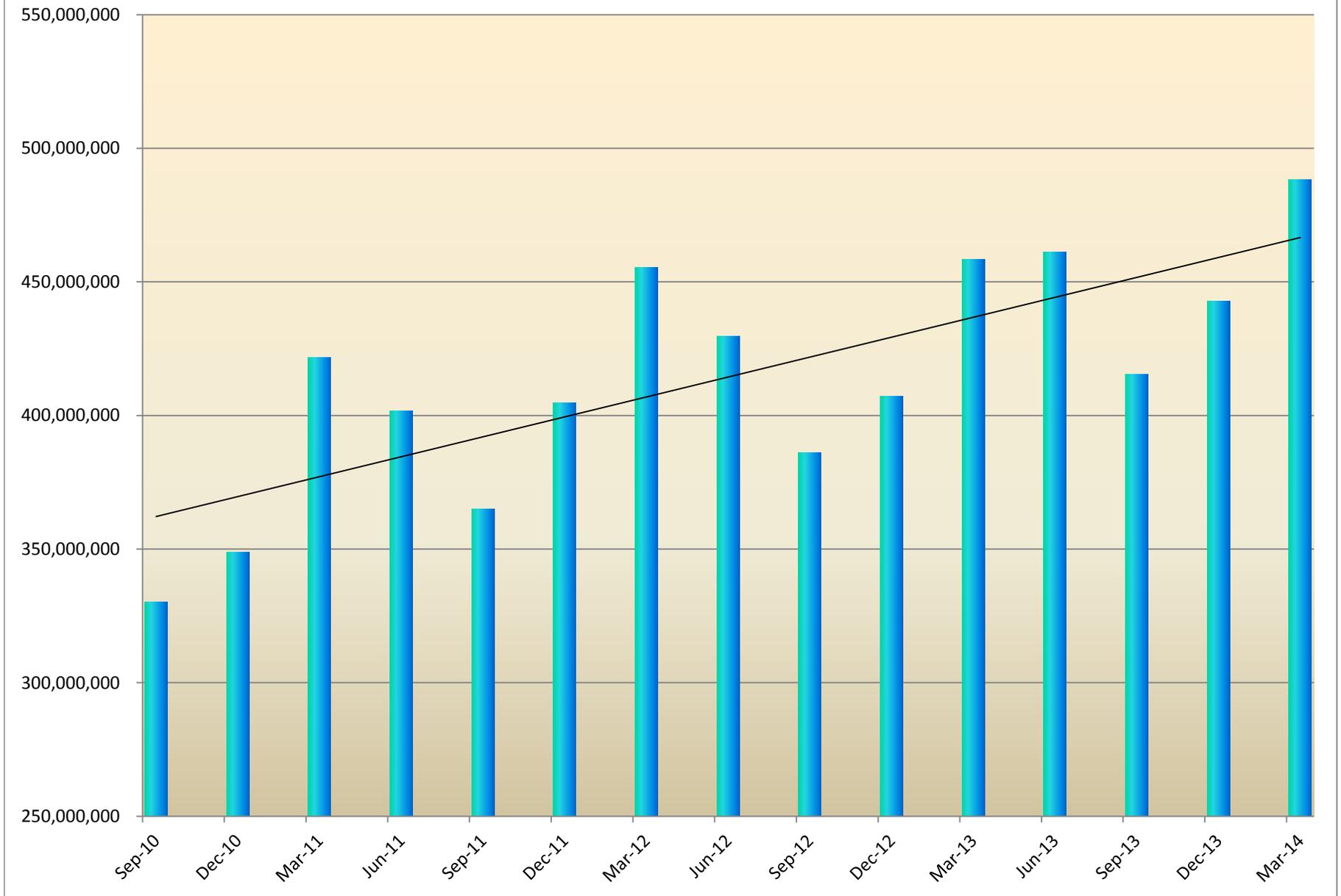
Portfolio Composition 3/31/14



Portfolio Maturities 3/31/14



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	December 31, 2013			March 31, 2014		
			Par Value	Adjusted Book Value	Purchase/Adjustment	Maturity/Call/Adjustment	Par Value	Adjusted Book Value
Municipal Bonds	0.23%	02/15/15	-	-	304,728.88	-	300,000.00	304,728.88
Municipal Bonds	0.35%	02/15/15	375,000.00	386,099.68	-	(2,430.58)	375,000.00	383,669.10
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,045,441.62	-	(36,228.09)	2,880,000.00	3,009,213.53
Municipal Bonds	0.25%	02/15/15	-	-	258,229.43	-	250,000.00	258,229.43
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,257,224.11	-	(1,529.81)	1,250,000.00	1,255,694.30
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,882,394.03	-	(2,295.19)	1,870,000.00	1,880,098.84
Municipal Bonds	0.25%	05/01/15	-	-	996,913.38	-	950,000.00	996,913.38
Municipal Bonds	0.25%	05/15/15	-	-	338,433.75	-	335,000.00	338,433.75
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,384,577.66	-	(14,335.20)	1,300,000.00	1,370,242.46
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,661,610.01	-	(10,136.93)	1,600,000.00	1,651,473.08
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,105,086.50	-	(22,226.30)	1,970,000.00	2,082,860.20
Municipal Bonds	0.56%	07/15/15	500,000.00	533,858.87	-	(5,431.90)	500,000.00	528,426.97
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,139,687.22	-	(22,409.71)	2,000,000.00	2,117,277.51
Municipal Bonds	0.32%	08/01/15	-	-	300,721.03	-	300,000.00	300,721.03
Municipal Bonds	0.35%	08/01/15	-	-	319,867.12	-	305,000.00	319,867.12
Municipal Bonds	0.70%	08/01/15	690,000.00	738,302.52	-	(7,521.15)	690,000.00	730,781.37
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,462,177.30	-	(4,891.82)	1,430,000.00	1,457,285.48
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,088,133.87	-	(6,557.52)	1,045,000.00	1,081,576.35
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,052,851.80	-	(8,034.90)	2,000,000.00	2,044,816.90
Municipal Bonds	1.04%	11/01/15	615,000.00	615,000.00	-	-	615,000.00	615,000.00
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,300,269.12	-	(14,509.10)	1,190,000.00	1,285,760.02
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,061,172.96	-	(7,865.10)	1,000,000.00	1,053,307.86
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,153,518.91	-	(5,257.32)	1,110,000.00	1,148,261.59
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,118,856.12	-	(17,581.44)	4,970,000.00	5,101,274.68
Municipal Bonds	0.55%	02/01/16	975,000.00	1,064,628.51	-	(10,586.04)	975,000.00	1,054,042.47
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,502,015.13	-	(11,831.65)	1,400,000.00	1,490,183.48
Municipal Bonds	0.52%	02/15/16	715,000.00	782,384.36	-	(7,815.20)	715,000.00	774,569.16
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,093,334.07	-	(10,824.83)	1,000,000.00	1,082,509.24
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,342,082.87	-	(10,477.19)	1,250,000.00	1,331,605.68
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,518,715.95	-	(2,129.50)	2,500,000.00	2,516,586.45
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,137,267.56	-	(24,335.86)	2,915,000.00	3,112,931.70
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,100,333.69	-	(10,801.47)	1,000,000.00	1,089,532.22
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,635,424.10	-	(43,354.65)	5,225,000.00	5,592,069.45
Municipal Bonds	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bonds	0.80%	07/01/16	4,500,000.00	4,965,816.85	-	(45,918.42)	4,500,000.00	4,919,898.43
Municipal Bonds	1.20%	08/01/16	-	-	266,094.07	-	250,000.00	266,094.07
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,086,153.72	-	(20,131.18)	1,875,000.00	2,066,022.54
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,088,009.73	-	(8,390.76)	1,000,000.00	1,079,618.97
Municipal Bonds	0.69%	08/15/16	2,205,000.00	2,383,546.12	-	(7,295.70)	2,205,000.00	2,376,250.42
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,266,384.29	-	(12,213.52)	1,130,000.00	1,254,170.77
Municipal Bonds	1.25%	11/01/16	500,000.00	555,898.85	-	(55,898.85)	500,000.00	500,000.00
Municipal Bonds	0.96%	11/01/16	500,000.00	500,000.00	51,042.77	-	500,000.00	551,042.77
Municipal Bonds	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bonds	0.62%	11/15/16	395,000.00	421,647.98	-	(2,284.11)	395,000.00	419,363.87
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,751,911.02	-	(11,981.23)	1,610,000.00	1,739,929.79
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,340,851.39	-	(16,424.31)	2,135,000.00	2,324,427.08
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,728,678.11	-	(25,114.74)	2,410,000.00	2,703,563.37
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,543,613.97	-	(13,127.39)	2,375,000.00	2,530,486.58
Municipal Bonds	1.10%	03/01/17	590,000.00	659,450.44	1,360,009.18	-	2,000,000.00	2,019,459.62
Municipal Bonds	0.72%	03/01/17	-	-	654,043.40	-	590,000.00	654,043.40
Municipal Bonds	0.95%	03/15/17	1,225,000.00	1,386,866.52	616,330.66	-	2,000,000.00	2,003,197.18
Municipal Bonds	0.95%	05/01/17	-	-	1,374,896.11	-	1,225,000.00	1,374,896.11
Municipal Bonds	1.05%	06/01/17	500,000.00	500,000.00	2,486,727.39	-	2,630,000.00	2,986,727.39
Municipal Bonds	1.60%	06/01/17	-	-	500,000.00	-	500,000.00	500,000.00
Municipal Bonds	1.10%	08/01/17	1,300,000.00	1,494,719.49	4,223,460.55	-	5,295,000.00	5,718,180.04
Municipal Bonds	0.95%	08/15/17	250,000.00	250,000.00	1,231,473.27	-	1,300,000.00	1,481,473.27
Municipal Bonds	1.47%	08/15/17	5,965,000.00	6,889,215.33	-	(6,639,215.33)	250,000.00	250,000.00
Municipal Bonds	1.05%	10/01/17	-	-	6,828,500.46	-	5,965,000.00	6,828,500.46
Municipal Bonds	1.18%	11/01/17	500,000.00	560,857.63	5,718,537.95	-	5,715,000.00	6,279,395.58
Municipal Bonds	0.79%	11/15/17	500,000.00	494,244.24	62,742.58	-	500,000.00	556,986.82
Municipal Bonds	1.40%	12/01/17	-	-	494,606.24	-	500,000.00	494,606.24
Municipal Bonds	1.36%	02/01/18	-	-	2,022,309.58	-	1,810,000.00	2,022,309.58
Municipal Bonds	1.30%	02/01/18	2,525,000.00	2,941,657.97	5,467,737.79	-	8,400,000.00	8,409,395.76
Municipal Bonds	1.35%	02/15/18	-	-	1,915,848.90	-	1,810,000.00	1,915,848.90
Municipal Bonds	0.90%	02/15/18	-	-	2,916,774.62	-	2,525,000.00	2,916,774.62
Municipal Bonds	1.36%	03/15/18	-	-	8,089,012.00	-	8,000,000.00	8,089,012.00
Municipal Bonds	1.65%	05/01/18	-	-	554,943.26	-	500,000.00	554,943.26
Municipal Bonds	1.65%	05/01/18	-	-	277,471.63	-	250,000.00	277,471.63
Municipal Bonds	1.48%	06/01/18	-	-	3,161,566.99	-	2,720,000.00	3,161,566.99
Municipal Bonds	1.38%	06/01/18	-	-	267,953.74	-	245,000.00	267,953.74
Municipal Bonds	1.65%	07/01/18	-	-	616,304.14	-	605,000.00	616,304.14
Municipal Bonds	1.65%	07/01/18	-	-	2,006,812.41	-	1,970,000.00	2,006,812.41
Municipal Bonds	1.65%	07/01/18	-	-	229,204.46	-	225,000.00	229,204.46
Municipal Bonds	1.55%	08/01/18	250,000.00	250,000.00	2,640,097.43	-	2,630,000.00	2,890,097.43
Municipal Bonds	1.92%	08/15/18	-	-	250,000.00	-	250,000.00	250,000.00
Municipal Bonds	1.53%	08/15/18	-	-	1,332,142.49	-	1,205,000.00	1,332,142.49
Municipal Bonds	1.55%	08/15/18	-	-	2,676,305.28	-	2,500,000.00	2,676,305.28
Municipal Bonds	1.70%	02/01/19	-	-	10,138,655.13	-	10,000,000.00	10,138,655.13
Municipal Bonds	1.69%	02/15/19	-	-	1,744,857.17	-	1,550,000.00	1,744,857.17
TOTAL			\$433,193,886.19	\$442,782,703.73	\$138,791,968.33	\$ (93,351,978.83)	\$474,566,185.91	\$488,222,693.23

Market Value Comparison

Security Description	Yield	Maturity Date	December 31, 2013		Qtr to Qtr Change (1)	March 31, 2014	
			Par Value	Market Value		Par Value	Market Value
Municipal Bonds	0.23%	02/15/15	-	-	304,320.00	300,000.00	304,320.00
Municipal Bonds	0.35%	02/15/15	375,000.00	386,523.75	(2,767.50)	375,000.00	383,756.25
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,052,080.00	(39,974.40)	2,880,000.00	3,012,105.60
Municipal Bonds	0.25%	02/15/15	-	-	257,777.50	250,000.00	257,777.50
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,259,537.50	(1,200.00)	1,250,000.00	1,258,337.50
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,884,342.90	336.60	1,870,000.00	1,884,679.50
Municipal Bonds	0.25%	05/01/15	-	-	995,486.00	950,000.00	995,486.00
Municipal Bonds	0.25%	05/15/15	-	-	337,090.40	335,000.00	337,090.40
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,388,725.00	(14,469.00)	1,300,000.00	1,374,256.00
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,664,128.00	(7,872.00)	1,600,000.00	1,656,256.00
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,109,495.70	(21,768.50)	1,970,000.00	2,087,727.20
Municipal Bonds	0.56%	07/15/15	500,000.00	533,765.00	(5,090.00)	500,000.00	528,675.00
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,145,300.00	(22,060.00)	2,000,000.00	2,123,240.00
Municipal Bonds	0.32%	08/01/15	-	-	300,288.00	300,000.00	300,288.00
Municipal Bonds	0.35%	08/01/15	-	-	320,277.45	305,000.00	320,277.45
Municipal Bonds	0.70%	08/01/15	690,000.00	735,719.40	(1,890.60)	690,000.00	733,828.80
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,461,974.80	(2,202.20)	1,430,000.00	1,459,772.60
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,089,590.15	(5,695.25)	1,045,000.00	1,083,894.90
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,058,120.00	(10,940.00)	2,000,000.00	2,047,180.00
Municipal Bonds	1.04%	11/01/15	615,000.00	614,889.30	3,966.75	615,000.00	618,856.05
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,304,394.70	(13,863.50)	1,190,000.00	1,290,531.20
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,430,671.90	9,411.90	3,435,000.00	3,440,083.80
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,069,460.00	(7,680.00)	1,000,000.00	1,061,780.00
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,156,353.60	(5,672.10)	1,110,000.00	1,150,681.50
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,131,226.80	(15,655.50)	4,970,000.00	5,115,571.30
Municipal Bonds	0.55%	02/01/16	975,000.00	1,065,753.00	(10,842.00)	975,000.00	1,054,911.00
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,500,884.00	(7,252.00)	1,400,000.00	1,493,632.00
Municipal Bonds	0.52%	02/15/16	715,000.00	782,181.40	(5,798.65)	715,000.00	776,382.75
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,094,700.00	(9,240.00)	1,000,000.00	1,085,460.00
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,343,637.50	(8,300.00)	1,250,000.00	1,335,337.50
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,526,600.00	(2,825.00)	2,500,000.00	2,523,775.00
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,139,017.75	(26,001.80)	2,915,000.00	3,113,015.95
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,100,700.00	(10,420.00)	1,000,000.00	1,090,280.00
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,610,134.75	(27,013.25)	5,225,000.00	5,583,121.50
Municipal Bonds	1.00%	06/01/16	250,000.00	248,755.00	1,937.50	250,000.00	250,692.50
Municipal Bonds	0.80%	07/01/16	4,500,000.00	4,953,735.00	(45,810.00)	4,500,000.00	4,907,925.00
Municipal Bonds	1.20%	08/01/16	-	-	250,455.00	250,000.00	250,455.00
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,053,275.00	12,543.75	1,875,000.00	2,065,818.75
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,087,710.00	(8,340.00)	1,000,000.00	1,079,370.00
Municipal Bonds	0.69%	08/15/16	2,205,000.00	2,396,724.75	(17,948.70)	2,205,000.00	2,378,776.05
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,269,408.10	(12,915.90)	1,130,000.00	1,256,492.20
Municipal Bonds	1.25%	11/01/16	500,000.00	547,690.00	(45,410.00)	500,000.00	502,280.00
Municipal Bonds	0.96%	11/01/16	500,000.00	496,960.00	54,615.00	500,000.00	551,575.00
Municipal Bonds	0.92%	11/15/16	710,000.00	701,423.20	7,036.10	710,000.00	708,459.30
Municipal Bonds	0.62%	11/15/16	395,000.00	420,201.00	(1,157.35)	395,000.00	419,043.65
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,760,390.10	(9,676.10)	1,610,000.00	1,750,714.00
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,321,364.15	(16,717.05)	2,135,000.00	2,304,647.10
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,727,589.80	(33,499.00)	2,410,000.00	2,694,090.80
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,537,307.50	(14,582.50)	2,375,000.00	2,522,725.00
Municipal Bonds	1.10%	03/01/17	590,000.00	655,932.50	1,364,187.50	2,000,000.00	2,020,120.00
Municipal Bonds	0.72%	03/01/17	-	-	650,303.90	590,000.00	650,303.90
Municipal Bonds	0.95%	03/15/17	1,225,000.00	1,378,578.25	611,941.75	2,000,000.00	1,990,520.00
Municipal Bonds	0.95%	05/01/17	-	-	1,368,778.25	1,225,000.00	1,368,778.25
Municipal Bonds	1.05%	06/01/17	500,000.00	493,435.00	2,442,460.30	2,630,000.00	2,935,895.30
Municipal Bonds	1.60%	06/01/17	-	-	500,535.00	500,000.00	500,535.00
Municipal Bonds	1.10%	08/01/17	1,300,000.00	1,438,723.00	4,255,943.60	5,295,000.00	5,694,666.60
Municipal Bonds	0.95%	08/15/17	250,000.00	248,442.50	1,200,537.50	1,300,000.00	1,448,980.00
Municipal Bonds	1.47%	08/15/17	5,965,000.00	6,752,439.65	(6,501,152.15)	250,000.00	251,287.50
Municipal Bonds	1.05%	10/01/17	-	-	6,734,007.80	5,965,000.00	6,734,007.80
Municipal Bonds	1.18%	11/01/17	500,000.00	555,425.00	5,699,356.75	5,715,000.00	6,254,781.75
Municipal Bonds	0.79%	11/15/17	500,000.00	489,010.00	63,760.00	500,000.00	552,770.00
Municipal Bonds	1.40%	12/01/17	-	-	492,320.00	500,000.00	492,320.00
Municipal Bonds	1.36%	02/01/18	-	-	2,009,661.10	1,810,000.00	2,009,661.10
Municipal Bonds	1.30%	02/01/18	2,525,000.00	2,908,522.25	5,429,989.75	8,400,000.00	8,338,512.00
Municipal Bonds	1.35%	02/15/18	-	-	1,924,518.70	1,810,000.00	1,924,518.70
Municipal Bonds	0.90%	02/15/18	-	-	2,896,755.75	2,525,000.00	2,896,755.75
Municipal Bonds	1.36%	03/15/18	-	-	7,964,240.00	8,000,000.00	7,964,240.00
Municipal Bonds	1.65%	05/01/18	-	-	544,690.00	500,000.00	544,690.00
Municipal Bonds	1.65%	05/01/18	-	-	272,345.00	250,000.00	272,345.00
Municipal Bonds	1.48%	06/01/18	-	-	3,093,075.20	2,720,000.00	3,093,075.20
Municipal Bonds	1.38%	06/01/18	-	-	265,820.10	245,000.00	265,820.10
Municipal Bonds	1.65%	07/01/18	-	-	607,940.30	605,000.00	607,940.30
Municipal Bonds	1.65%	07/01/18	-	-	1,979,574.20	1,970,000.00	1,979,574.20
Municipal Bonds	1.65%	07/01/18	-	-	226,093.50	225,000.00	226,093.50
Municipal Bonds	1.55%	08/01/18	250,000.00	247,397.50	2,629,848.80	2,630,000.00	2,877,246.30
Municipal Bonds	1.92%	08/15/18	-	-	252,060.00	250,000.00	252,060.00
Municipal Bonds	1.53%	08/15/18	-	-	1,327,922.05	1,205,000.00	1,327,922.05
Municipal Bonds	1.55%	08/15/18	-	-	2,674,675.00	2,500,000.00	2,674,675.00
Municipal Bonds	1.70%	02/01/19	-	-	10,027,800.00	10,000,000.00	10,027,800.00
Municipal Bonds	1.69%	02/15/19	-	-	1,735,101.00	1,550,000.00	1,735,101.00
TOTAL			\$433,193,886.19	\$444,121,903.75	\$ 44,776,881.39	\$474,566,185.91	\$488,898,785.14

Book Value Allocation						
	December 31, 2013		March 31, 2014		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	15.96%	70,660,648.02	21.63%	105,613,977.99	5.67%	34,953,329.97
Debt Service Funds	4.04%	17,884,972.58	6.82%	33,285,218.37	2.78%	15,400,245.79
Capital Projects Funds	32.18%	142,482,973.53	28.48%	139,043,105.28	-3.70%	(3,439,868.25)
Enterprise Funds	16.93%	74,955,319.31	14.65%	71,547,376.09	-2.27%	(3,407,943.21)
Special Revenue Funds	14.13%	62,578,967.12	13.34%	65,128,972.33	-0.79%	2,550,005.22
Internal Service Funds	15.84%	70,152,058.47	14.28%	69,731,962.06	-1.56%	(420,096.41)
Fiduciary Funds	0.91%	4,033,407.53	0.78%	3,791,400.29	-0.13%	(242,007.24)
115 Trust	0.01%	34,357.17	0.02%	80,680.81	0.01%	46,323.64
Totals	100.00%	442,782,703.73	100.00%	488,222,693.23		45,439,989.50

Market Value Allocation						
	December 31, 2013		March 31, 2014		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	15.96%	70,874,361.74	21.63%	105,760,232.47	5.67%	34,885,870.73
Debt Service Funds	4.04%	17,939,065.83	6.82%	33,331,311.82	2.78%	15,392,245.98
Capital Projects Funds	32.18%	142,913,914.49	28.48%	139,235,652.50	-3.70%	(3,678,261.99)
Enterprise Funds	16.93%	75,182,022.30	14.65%	71,646,455.06	-2.27%	(3,535,567.24)
Special Revenue Funds	14.13%	62,768,237.73	13.34%	65,219,163.08	-0.79%	2,450,925.35
Internal Service Funds	15.84%	70,364,233.96	14.28%	69,828,527.04	-1.56%	(535,706.92)
Fiduciary Funds	0.91%	4,045,606.60	0.78%	3,796,650.63	-0.13%	(248,955.97)
115 Trust	0.01%	34,461.09	0.02%	80,792.54	0.01%	46,331.45
Totals	100.00%	444,121,903.75	100.00%	488,898,785.14		44,776,881.39

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:		5/27/2014			
Department:	Engineering				
Department Head	Jack Carr				
Agenda Coordinator (include phone #): Kathy Schonne X-7198					
CAPTION					
An Ordinance of the City Council of the City of Plano, Texas amending Section 12-73.1(d) of 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 fine for criminal penalties not to exceed \$200.00 for each offense; and providing 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:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	442,238	0	442,238
Encumbered/Expended Amount		0	-276,620	0	-276,620
This Item		0	-13,700	0	-13,700
BALANCE		0	151,918	0	151,918
FUND(S): GENERAL FUND					
COMMENTS: Approval of this item will require expenditures to be made in the Signs & Markings Cost Center for modifying traffic signs in school zones where summer school sessions will be held. Signs in the school zones must be fabricated and installed, at an estimated total cost of \$13,700, in order to notify motorists when the school zone is in effect.					
STRATEGIC PLAN GOAL: Maintaining School Zones during summer school sessions relates to the City's Goal of Safe Large City.					
SUMMARY OF ITEM					
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, 2014. 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 2014 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 \$13,700, which will have to be absorbed in their budget.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Maps			N/A		
Ordinance					

Proposed Dates & Times:
6/11/2014 - 7/3/2014
7:15 AM - 8:00 AM/9:00 AM - 9:45 AM/11:30 AM - 1:00 PM



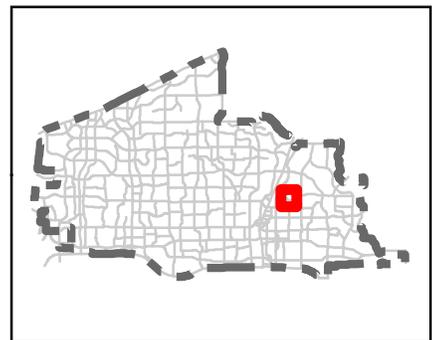
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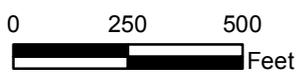
Barron Elementary Summer School Zone Map



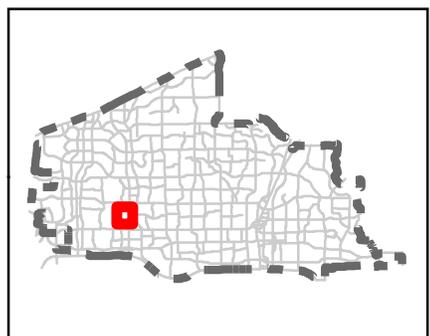
Proposed Dates & Times:
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7:15 AM - 8:00 AM/9:00 AM - 9:45 AM/11:30 AM - 1:00 PM



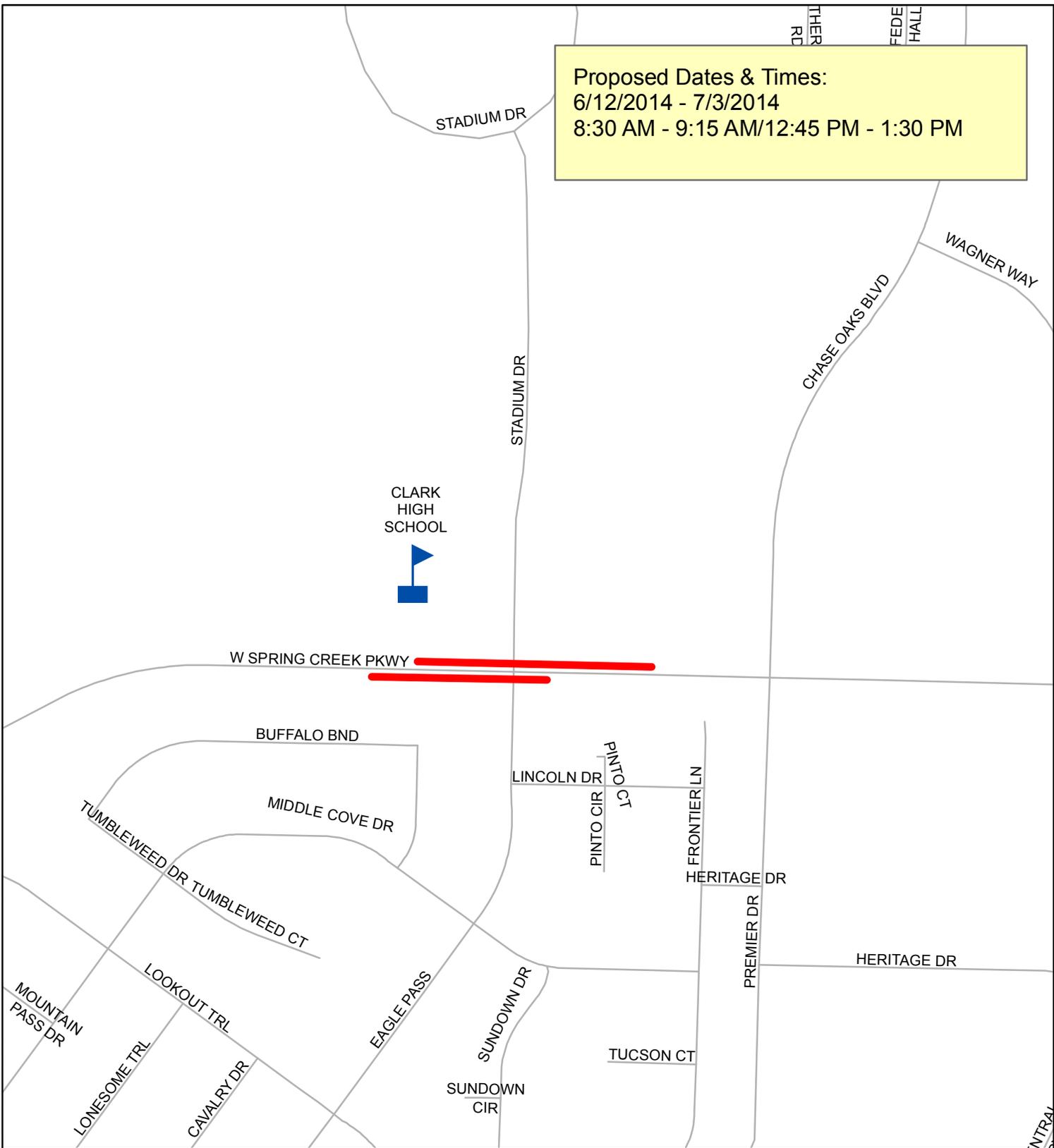
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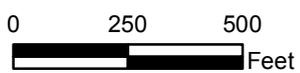
Centennial Elementary Summer School Zone Map



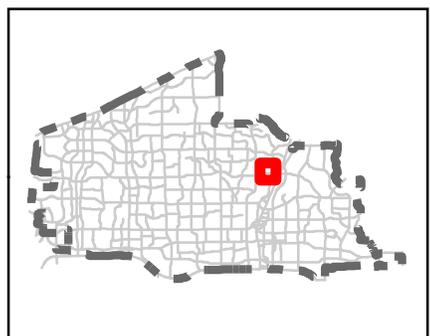
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8:30 AM - 9:15 AM/12:45 PM - 1:30 PM



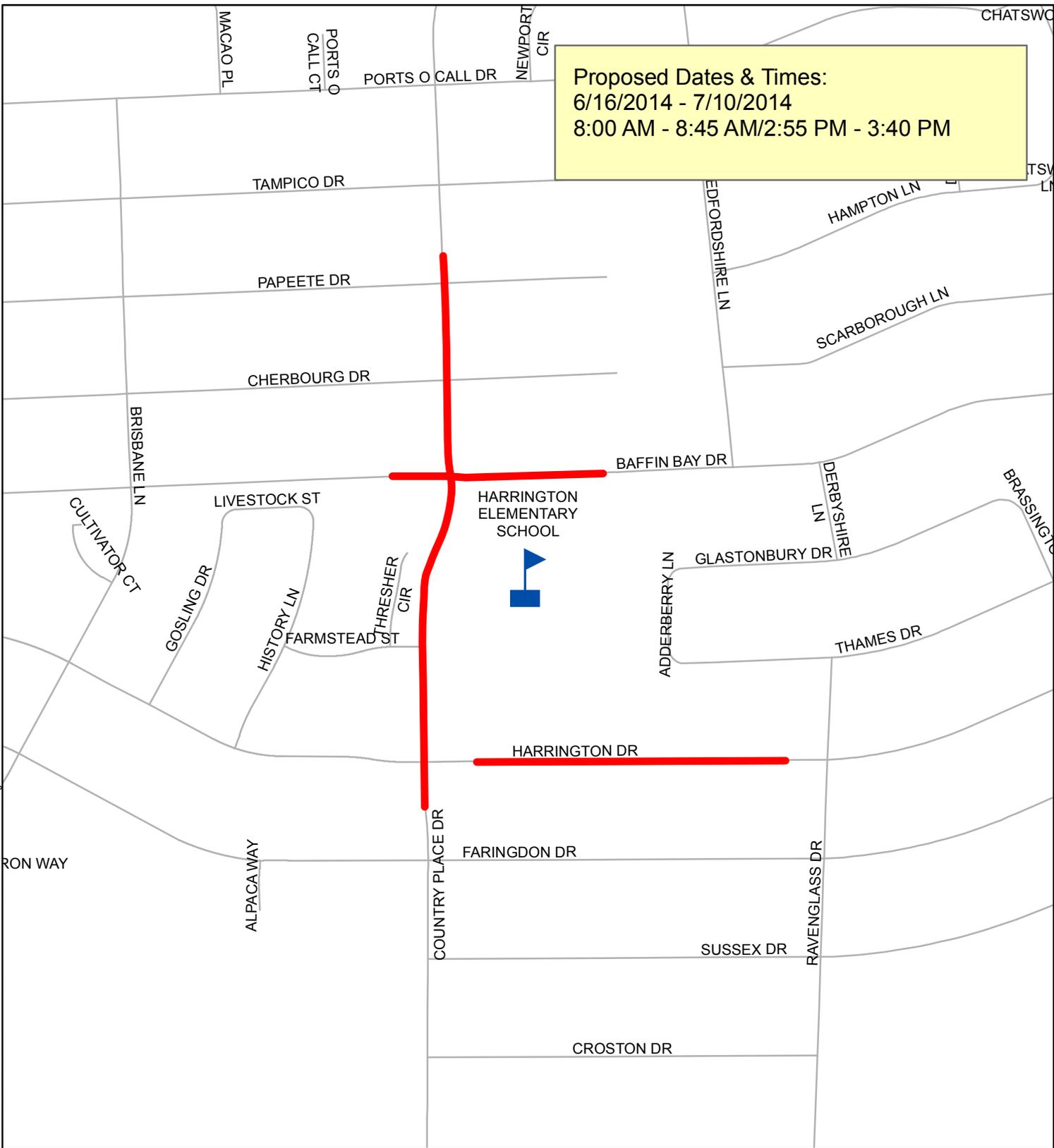
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Clark High Summer School Zone Map



Proposed Dates & Times:
6/16/2014 - 7/10/2014
8:00 AM - 8:45 AM/2:55 PM - 3:40 PM



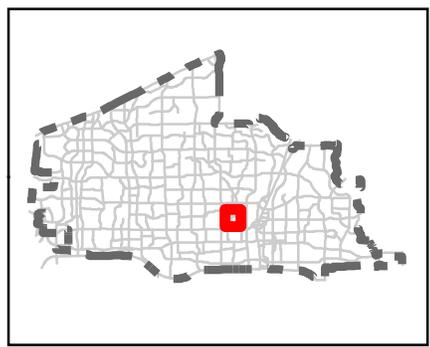
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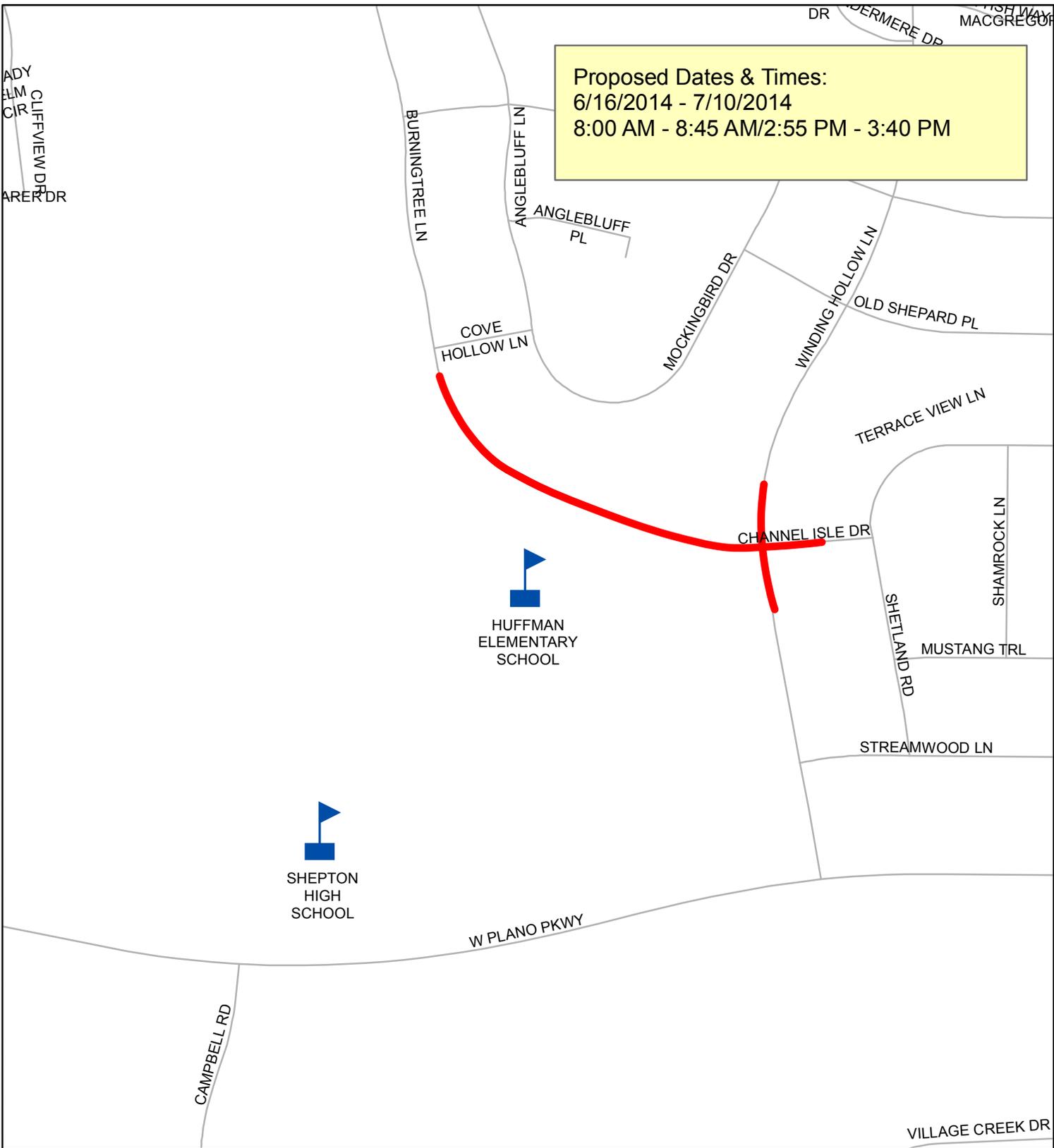
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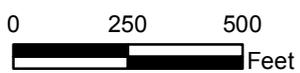
Harrington Elementary Summer School Zone Map



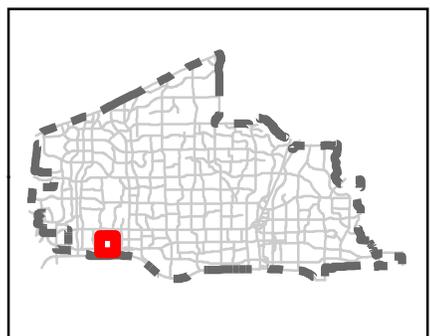
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8:00 AM - 8:45 AM/2:55 PM - 3:40 PM



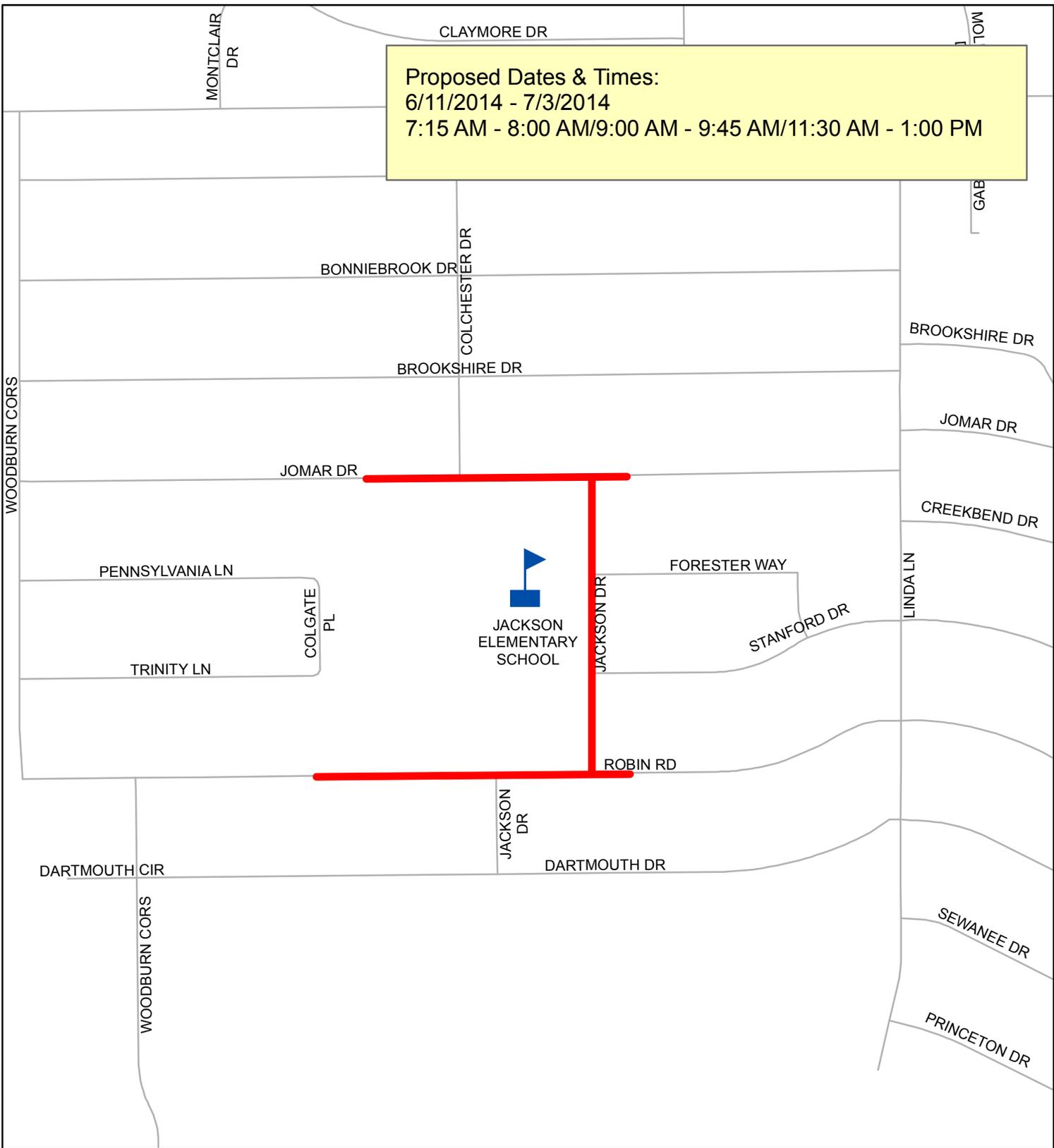
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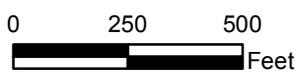
Huffman Elementary Summer School Zone Map



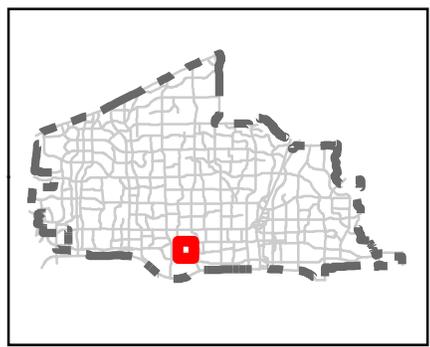
Proposed Dates & Times:
6/11/2014 - 7/3/2014
7:15 AM - 8:00 AM/9:00 AM - 9:45 AM/11:30 AM - 1:00 PM



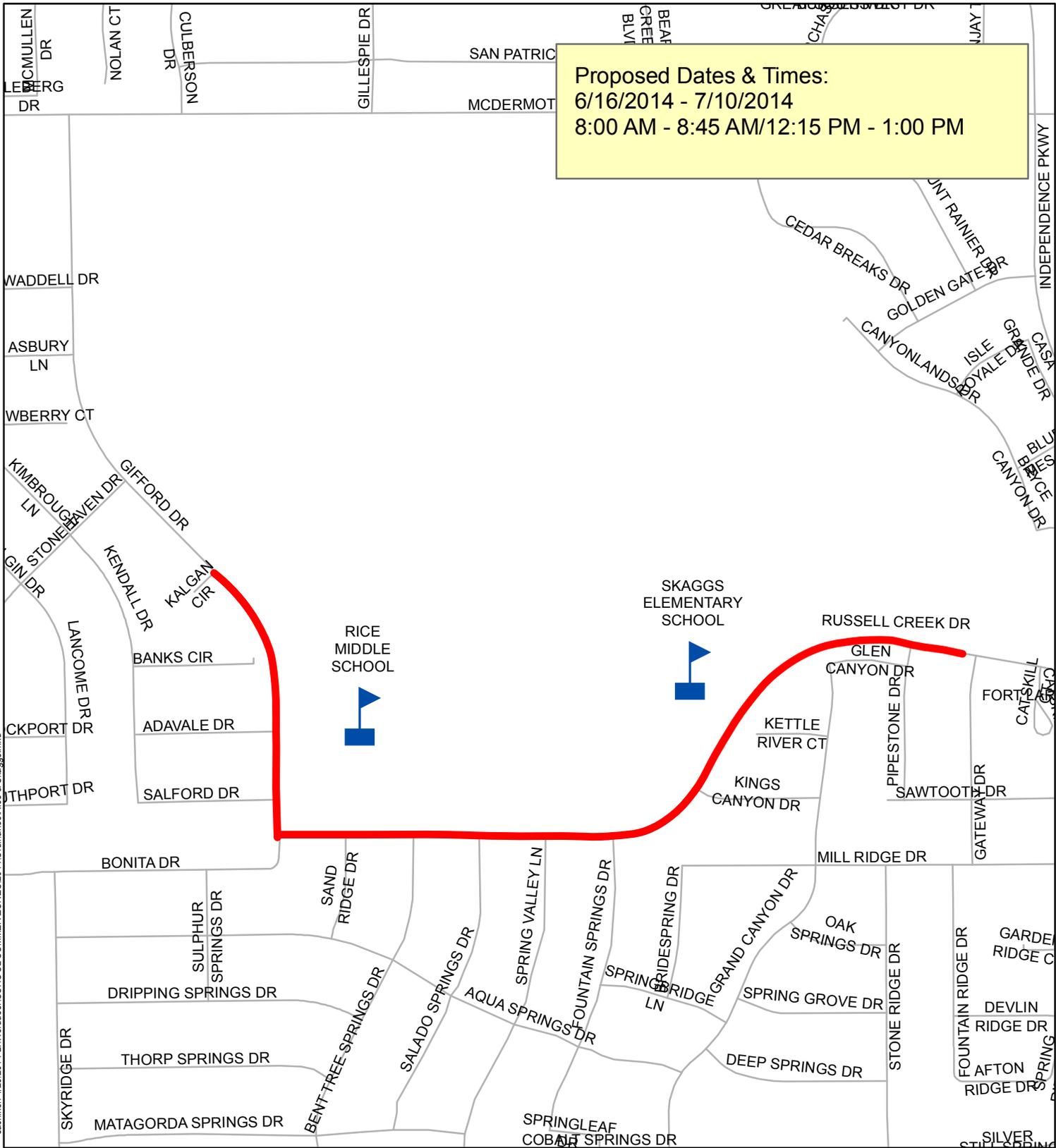
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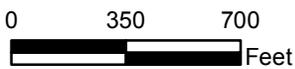
Jackson Elementary Summer School Zone Map



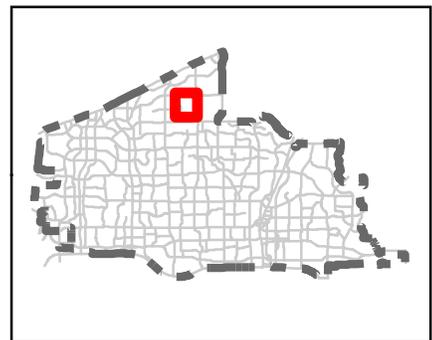
Proposed Dates & Times:
 6/16/2014 - 7/10/2014
 8:00 AM - 8:45 AM/12:15 PM - 1:00 PM



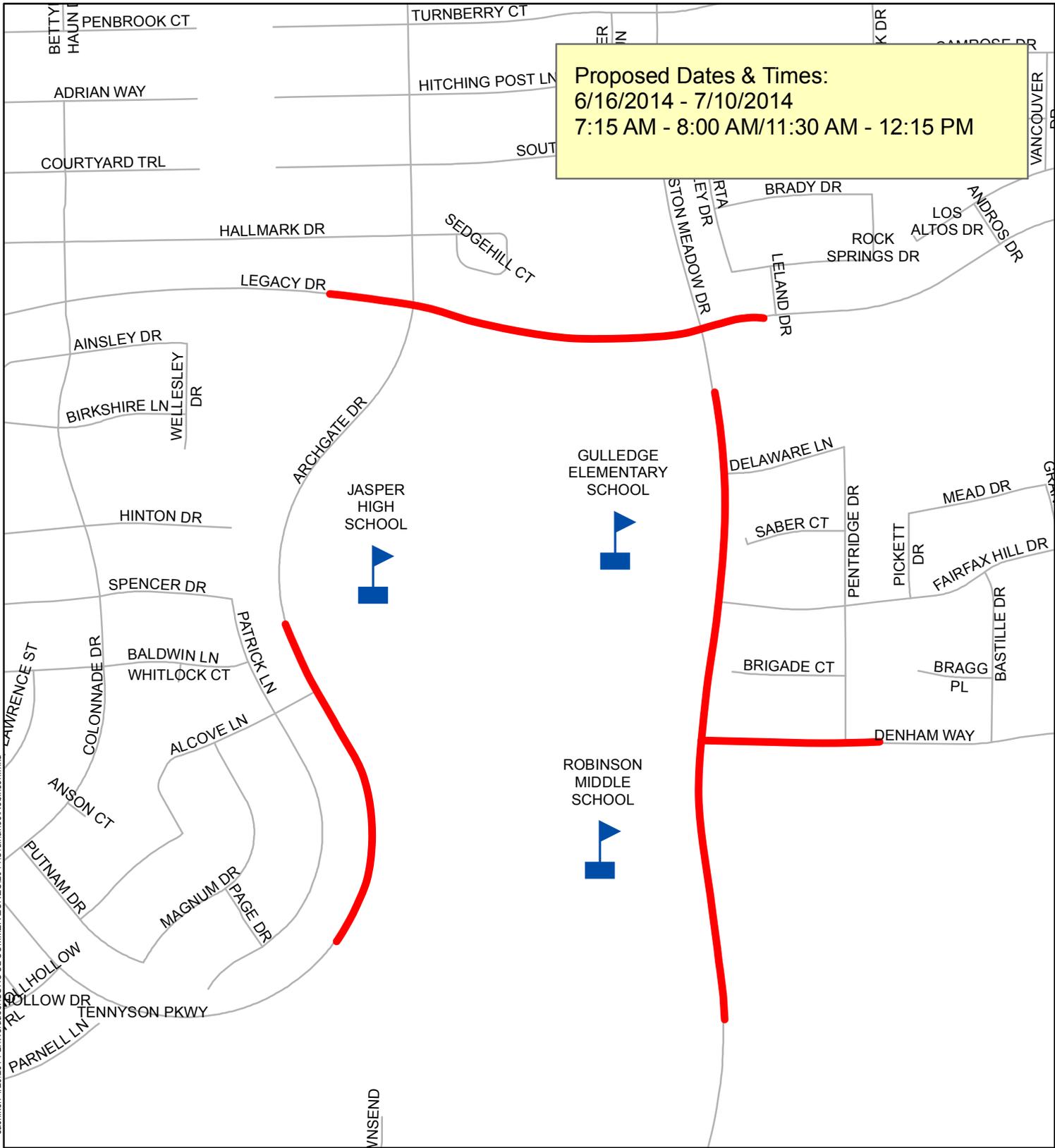
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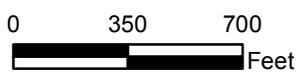
Skaggs Elementary & Rice Middle Summer School Zone Map



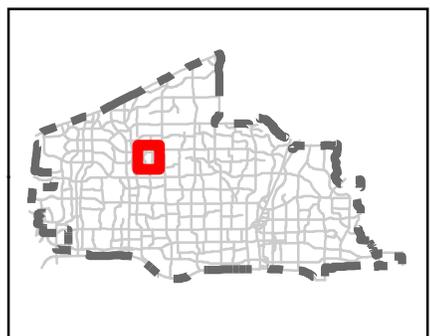
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6/16/2014 - 7/10/2014
7:15 AM - 8:00 AM/11:30 AM - 12:15 PM



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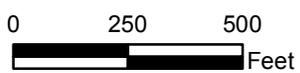
Robinson Middle Summer School Zone Map



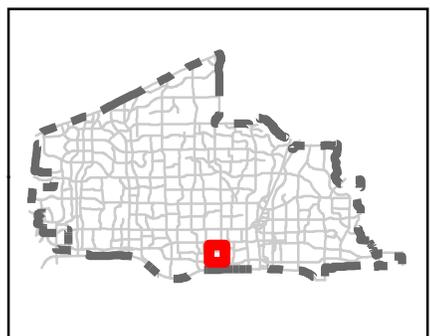
Proposed Dates & Times:
6/16/2014 - 7/24/2014
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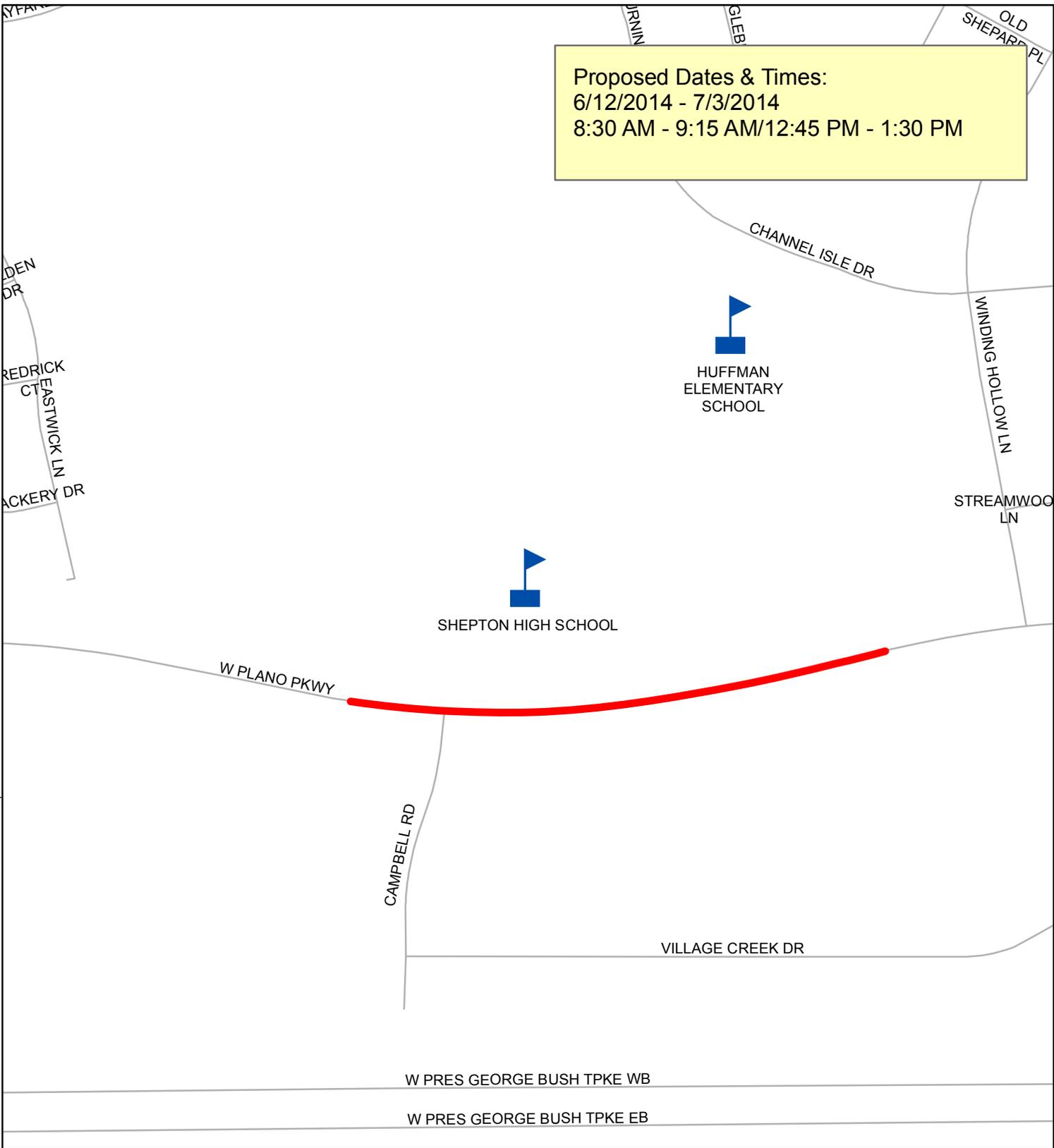
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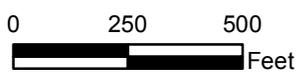
Shepard Elementary & Wilson Middle Summer School Zone Map



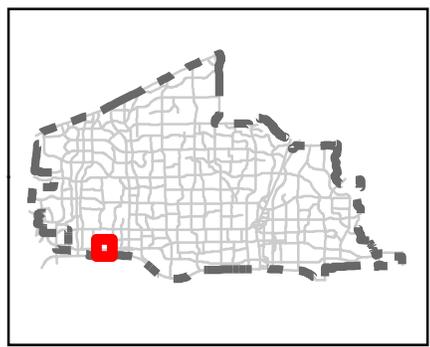
Proposed Dates & Times:
6/12/2014 - 7/3/2014
8:30 AM - 9:15 AM/12:45 PM - 1:30 PM



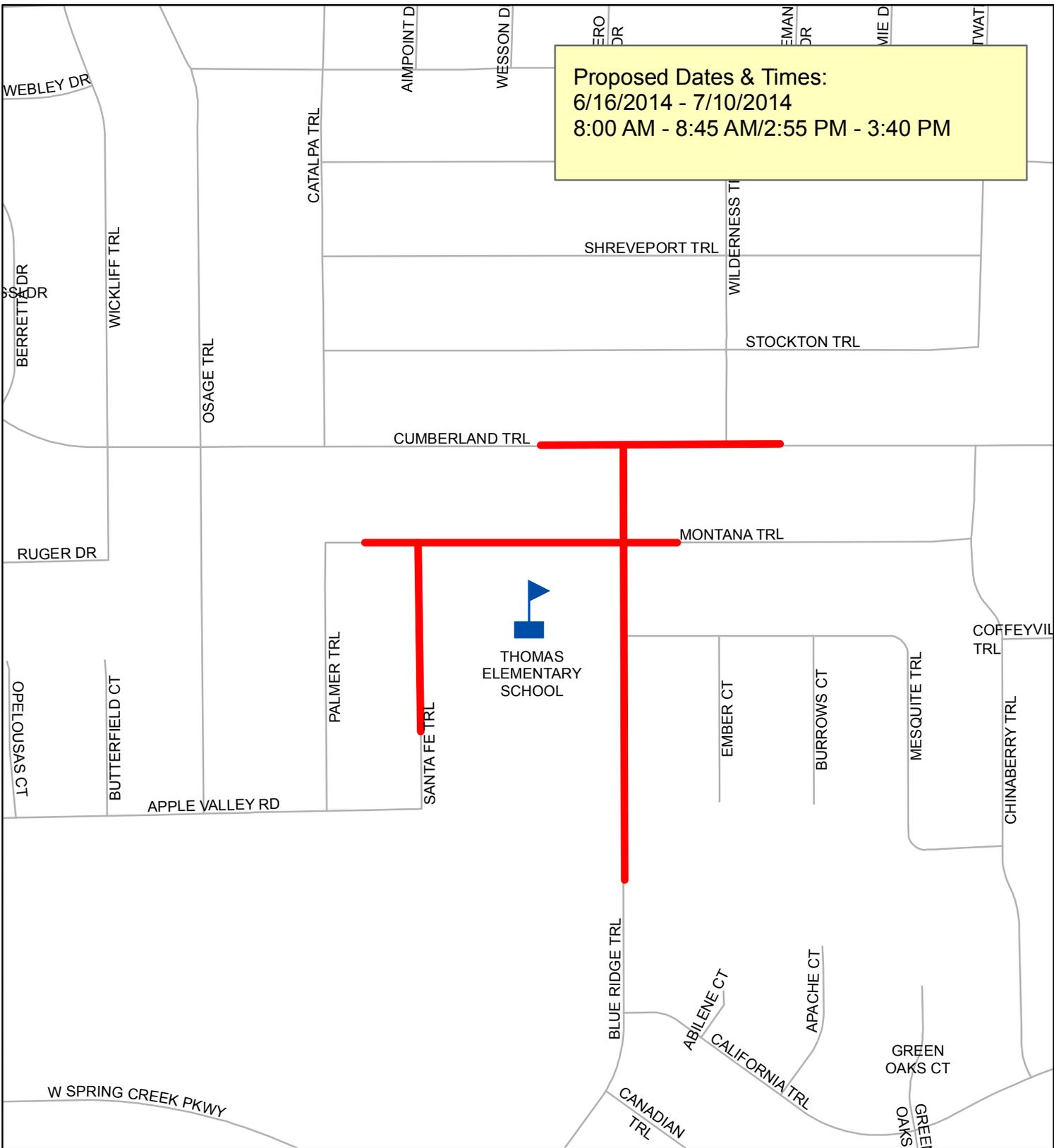
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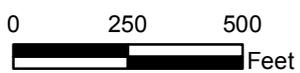
Shepton High Summer School Zone Map



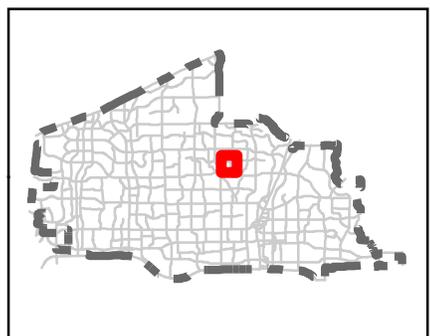
Proposed Dates & Times:
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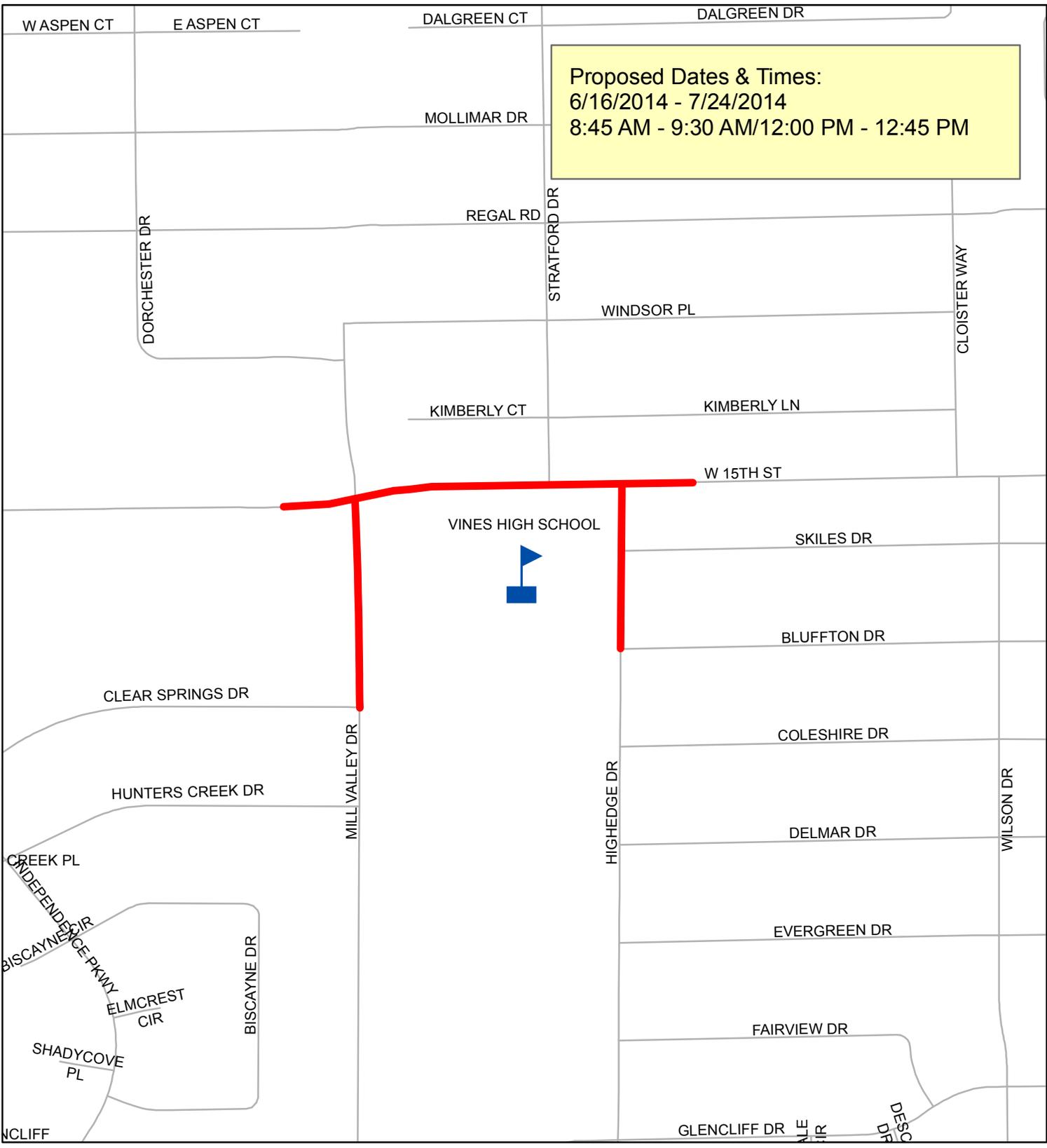


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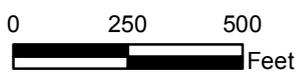


Thomas Elementary Summer School Zone Map

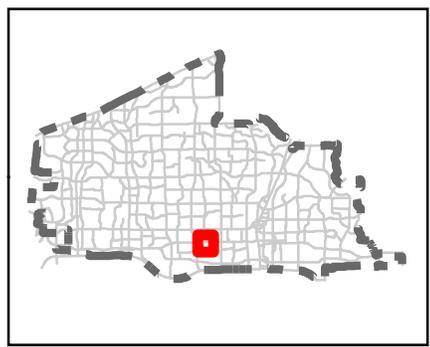




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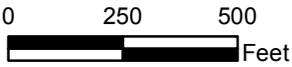
Vines High Summer School Zone Map



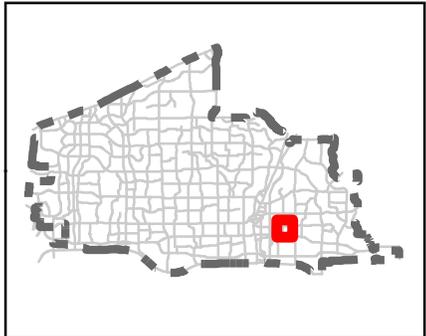
Proposed Dates & Times:
6/12/2014 - 7/3/2014
8:30 AM - 9:15 AM/12:45 PM - 1:30 PM



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Williams High Summer School Zone Map



An Ordinance of the City Council of the City of Plano, Texas amending Section 12-73.1(d) of 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 fine for criminal penalties not to exceed \$200.00 for each offense; and providing 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 year 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 2014 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 8:45 a.m. and 9:30 a.m. and between 12:00 p.m. and 12:45 p.m. (6/16/2014 to 7/24/2014)

17th Street:

- (1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2014 to 7/3/2014)
- (2) 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. (6/16/2014 to 8/1/2014) (See 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. (6/16/2014 to 8/1/2014)
- (2) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2014 to 7/3/2014)

Abbey Road:

- (1) Between P Avenue and Sherwood Drive on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

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. (6/16/2014 to 7/10/2014)

Baffin Bay Drive:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) 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. (6/16/2014 to 7/10/2014)

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. (6/16/2014 to 7/10/2014)

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. (6/16/2014 to 7/10/2014)

Country Place Drive:

- (1) 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. (6/16/2014 to 7/10/2014)

Cross Bend Road:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/16/2014 to 7/10/2014)

Cumberland Trail:

- (1) Between a point one hundred fifty (150) feet east of Wilderness Trail and a point two hundred fifty (250) feet west of Blue Ridge 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. (6/16/2014 to 7/10/2014)

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 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/16/2014 to 7/24/2014)

Denham Way:

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge 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. (6/16/2014 to 7/10/2014)

Field Cove Drive:

- (1) Between Rainier Road and Hatherly 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. (6/16/2014 to 7/10/2014)

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. (6/16/2014 to 7/10/2014)

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 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/16/2014 to 7/24/2014)

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 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/16/2014 to 7/24/2014)

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 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2014 to 7/10/2014)

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. (6/16/2014 to 7/10/2014)

Highedge Drive:

- (1) Between Bluffton Drive and 15th Street on school days between 8:45 a.m. and 9:30 a.m. and between 12:00 p.m. and 12:45 p.m. (6/16/2014 to 7/24/2014)

Jackson Drive:

- (1) Between Jomar Drive and Robin Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

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. (6/16/2014 to 8/1/2014) (See 17th Street)

Jomar Drive:

- (1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

Kelsey Drive:

- (1) Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/16/2014 to 7/24/2014)

Legacy Drive:

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate 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. (6/16/2014 to 7/10/2014)

Mill Valley Drive:

- (1) Between Clear Springs Drive and 15th Street on school days between 8:45 a.m. and 9:30 a.m. and between 12:00 p.m. and 12:45 p.m. (6/16/2014 to 7/24/2014)

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. (6/16/2014 to 7/10/2014)

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 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2014 to 7/10/2014) (See Red River Drive)

P Avenue:

- (1) Between a point one hundred seventy-five (175) feet south of 17th Street and a point four hundred twenty-five (425) feet north of 18th 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. (6/12/2014 to 7/3/2014)
- (2) Between a point two hundred twenty-five (225) feet south of Parker Road and a point one hundred twenty-five (125) feet north of Abbey Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

Parker Road:

- (1) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

Plano Parkway:

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2014 to 7/3/2014)

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. (6/16/2014 to 7/10/2014)

Rainier Road:

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer 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. (6/16/2014 to 7/10/2014)

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 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2014 to 7/10/2014) (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. (6/16/2014 to 8/1/2014)

Robin Road:

- (1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

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. (6/16/2014 to 7/10/2014)

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. (6/16/2014 to 7/10/2014)

Spring Creek Parkway:

- (1) For eastbound traffic, between a point four hundred (400) feet west of Eagle Pass and a point one hundred (100) feet east of Eagle Pass and for westbound traffic, between a point three hundred seventy-five (375) feet east of Eagle Pass and a point two hundred fifty (250) feet west of Eagle Pass on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2014 to 7/3/2014)

Ventura Drive:

- (1) Between a point three hundred fifty (350) feet north of Highland Drive and a point four hundred twenty-five (425) feet southwest of Coventry Lane on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/11/2014 to 7/3/2014)

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 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/16/2014 to 7/24/2014)

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. (6/16/2014 to 7/10/2014)

Section II. All other portions of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, shall remain in full force and effect and shall be alphabetized to accommodate the adoption of the revised Subsections in this Ordinance.

Section III. 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 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 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 VI. 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 VII. 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 27th day of May, 2014.

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:		5/27/14		
Department:		Budget & Research Dept.		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$5,000,000 from the General Fund unappropriated fund balance to the Economic Development Incentive Fund operating appropriation for fiscal year 2013-14 for the sole purpose of offering incentives to actively recruit relocation of corporations to Plano and redevelopment of current properties; amending the Budget of the City and Ordinance No. 2013-9-8, Section 1, Item "F" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	6,341,179	0
Encumbered/Expended Amount		0	0	0
This Item		0	5,000,000	0
BALANCE		0	11,341,179	0
FUND(S): GENERAL FUND TRANSFER TO THE ECONOMIC DEVELOPMENT INCENTIVE FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the Economic Development Incentive Fund, including this item, total \$5,000,000. The fiscal year 2013-14 General Fund balance supports this supplemental appropriation in the amount of \$5,000,000.</p>				
<p>STRATEGIC PLAN GOAL: Providing additional funding to the Economic Development Incentive Fund to attract businesses to relocate to Plano relates to the City's goals of Financially Strong City with Service Excellence, Strong Local Economy, Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 4				
<p>This supplemental appropriation will provide necessary funding for the continuation of offering incentives for the relocation of corporations to the City and redevelopment of current properties from the Economic Development Incentive Fund. Currently, the Economic Development Incentive Fund has \$3 million remaining in its fund balance that has not been designated or encumbered for other projects.</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Ordinance Supplemental Appropriations Log	Other Departments, Boards, Commissions or Agencies

An Ordinance of the City of Plano, Texas, transferring the sum of \$5,000,000 from the General Fund unappropriated fund balance to the Economic Development Incentive Fund operating appropriation for fiscal year 2013-14 for the sole purpose of offering incentives to actively recruit corporations to Plano and redevelopment of current properties; amending the Budget of the City and Ordinance No. 2013-9-8, Section 1, Item "F" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the Budget for the City for fiscal year 2013-14 setting the appropriations for the Economic Development Incentive Fund at \$6,341,179; and

WHEREAS, such necessary and essential costs of offering incentives cannot be fully met through appropriations in the existing Economic Development Incentive Fund Budget; and

WHEREAS, the City Council now finds that additional appropriations to the Economic Development Incentive Fund should be made from the General Fund in order to provide additional funding to actively attract businesses to Plano; and

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

SECTION I. The sum of FIVE MILLION DOLLARS (\$5,000,000) is hereby transferred from the General Fund unappropriated fund balance to the Economic Development Incentive Fund operating appropriation.

SECTION II. The Budget of the City of Plano for fiscal year 2013-14 as adopted by Ordinance No. 2013-9-8 is amended to reflect the action taken herein.

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

SECTION IV. The supplemental appropriation Ordinance No. 4 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 27TH DAY OF MAY 2014.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

Paige Mims, **CITY ATTORNEY**

**FY 2013-14
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
TOTAL GENERAL FUND APPROPRIATIONS		<u><u> </u></u>
Actively recruit businesses to relocate to Plano	Economic Development Incentive Fund	5,000,000
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ 5,000,000</u>
TOTAL PTN FUND APPROPRIATIONS		<u><u> </u></u>
Multiple street maintenance, rehabilitation & repair projects.	Public Works	5,000,000
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ 5,000,000</u>
Curb repair and Utility Cut Work Crews and Inspectors	Public Works	218,393
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ 218,393</u>
Curb repair and Utility Cut Work Crews and Inspectors	Public Works	218,393
TOTAL WATER & SEWER FUND		<u>\$ 218,393</u>
		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
Municipal Center South Fiber Optic By-pass Project (Police & Court Facilities CIP)	Technology Services	100,000
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ 100,000</u>
GRAND TOTAL ALL FUNDS		<u><u>\$ 10,536,786</u></u>

DATE: May 6, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 5, 2014

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2014-10
APPLICANT: CRP-GREP COIT CENTER OWNER, L.P.**

Request to amend Planned Development-215-Corridor Commercial on 31.3± acres located on the north side of Mapleshade Lane, 283± feet east of Coit Road. Zoned Planned Development-215-Corridor Commercial with Specific Use Permit #545 for Regional Theater and Specific Use Permit #546 for Arcade. Tabled April 21, 2014.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Approved as follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text).

Specific Provisions of the Planned Development

Uses

1. Multifamily and independent living facility ~~is~~ are permitted uses.
2. Nonresidential uses are permitted on the first floor of multistory residential buildings fronting on Coit Road.
3. Independent living facilities may be developed under the multifamily standards of this PD.

General Development Standards

The subject property must be developed using the standards required by the planned development district for multifamily and independent living facility

development. ~~However, the subject property may be developed solely with nonresidential uses in accordance with the Corridor Commercial (CC) zoning district and 190 Tollway/Plano Parkway Overlay District regulations contained within the Zoning Ordinance. The initial development for the subject property will determine the standards to be used for the remainder of the property.~~

Multifamily and Independent Living Facility Standards

1. Multifamily and independent living facility development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence), Subsection 3.115 (Retirement Housing), and Subsection 3.117 (Usable Open Space).
2. Minimum Floor Area per Dwelling Unit: 500 square feet
3. Minimum Rear and Side Yard Setbacks: None
4. Quasi-public streets and required open space shall be excluded from density calculations.
5. Maximum Density: 50 dwelling units per acre; not to exceed a maximum of 1,200 units
6. Minimum Density: 30 dwelling units per acre
7. Maximum Lot Coverage: None
8. Building Design:
 - a. Buildings fronting Coit Road:
 - i. Buildings with no first floor nonresidential uses: Minimum 30 foot setback.
 - ii. Buildings with first floor nonresidential uses must provide parking and drive aisles between the building face and Coit Road. The setback distance shall be a maximum of 125 feet.
 - iii. Buildings with first floor nonresidential uses, except for parking garages, shall have a minimum of 40% of the ground floor facade facing Coit Road comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

- b. Buildings fronting Mapleshade Lane, Market Center Drive, and Faith Lane ~~Maplelawn Drive~~:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of ten feet and a maximum of 25 feet from the right-of-way unless restricted by easements. Where easements are present, 75% of the building facade must be built to the easement line.

- c. Buildings fronting quasi-public streets:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade is located within 15 feet from the back of curb unless restricted by easements. Where easements are present, 75% of the facade must be built to the easement line.

- d. The maximum building length along any facade shall be 300 feet.

- e. Garage doors for residential uses shall not directly face any public or quasi-public streets.

FOR CITY COUNCIL MEETING OF: May 27, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

RA/av

xc: Laird Sparks, CRP-GREP Coit Center Owner, L.P.
Tommy Mann, Winstead PC

<http://goo.gl/maps/zZ1nH>

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 5, 2014

Agenda Item No. 6A

Public Hearing: Zoning Case 2014-10

Applicant: CRP-GREP Coit Center Owner, L.P.

DESCRIPTION:

Request to amend Planned Development-215-Corridor Commercial on 31.3± acres located on the north side of Mapleshade Lane, 283± feet east of Coit Road. Zoned Planned Development-215-Corridor Commercial with Specific Use Permit #545 for Regional Theater and Specific Use Permit #546 for Arcade. Tabled April 21, 2014.

REMARKS:

This item was tabled at the April 21, 2014 Planning & Zoning Commission meeting. It must be removed from the table.

The purpose for this request is to amend Planned Development-215-Corridor Commercial (PD-215-CC) zoning district regulations to allow independent living facility as a standalone permitted use. The Zoning Ordinance defines independent living facility as a development providing dwelling units specifically designed for the needs of elderly persons. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms.

The subject properties contain one existing multifamily development with 454 units, and one multifamily development under construction with 318 proposed units. The proposed independent living facility would be located at the northeast corner of Coit Road and Faith Lane and would have approximately 170 units. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The purpose and intent for a specific use permit (SUP) is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and safeguards are established.

A preliminary site plan, Coit Center, Block A, Lot 10, accompanies this request as Agenda Item No. 6B.

Surrounding Land Use and Zoning

To the east of this parcel, the property is zoned CC and is developed as office uses. The property to the south, across Mapleshade Lane, is zoned CC and is developed as a retail shopping center. To the west, across Coit Road, are existing retail and restaurant uses zoned CC. To the north, across the existing railroad tracks, the property is zoned Light Industrial-1 (LI-1) and is partially developed as a convenience store with gas pumps and warehouse/distribution uses.

Proposed Planned Development Stipulations

PD-215-CC was originally created in 2011. The subject property was initially rezoned to allow for either multifamily residential uses or nonresidential uses. The applicant is proposing to allow independent living facilities to develop under the current multifamily PD standards including existing building setbacks, densities, and the maximum 1,200 units.

The requested zoning is to amend PD-215-CC. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to modify the specific provisions of the planned development by allowing independent living facility by right within PD-215-CC.

Design Standards - The applicant is proposing to modify the general development standards and the multifamily standards by including the independent living facility use.

Restrictions:

The permitted uses and standards shall be in accordance with the PD-215-CC zoning district unless otherwise specified within.

Specific Provisions of the Planned Development

Uses

1. Multifamily and independent living facility ~~is a~~ are permitted uses.
2. Nonresidential uses are permitted on the first floor of multistory residential buildings fronting on Coit Road.
3. Independent living facilities may be developed under the multifamily standards of this PD.

General Development Standards

The subject property must be developed using the multifamily standards required by the planned development district for multifamily and independent living facility development. ~~However, the subject property may be developed solely with nonresidential uses in accordance with the Corridor Commercial (CC) zoning district and 190 Tollway/Plano Parkway Overlay District regulations contained within the Zoning Ordinance. The initial development for the subject property will determine the standards to be used for the remainder of the property.~~

Multifamily Standards

1. ~~Multifamily dDevelopment~~ shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence), Subsection 3.115 (Retirement Housing), and Subsection 3.117 (Usable Open Space).
2. Minimum Floor Area per Dwelling Unit: 500 square feet
3. Minimum Rear and Side Yard Setbacks: None
4. Quasi-public streets and required open space shall be excluded from density calculations.
5. Maximum Density: 50 dwelling units per acre; not to exceed a maximum of 1,200 units
6. Minimum Density: 30 dwelling units per acre
7. Maximum Lot Coverage: None
8. Building Design:
 - a. Buildings fronting Coit Road:
 - i. Buildings with no first floor nonresidential uses: Minimum 30 foot setback.
 - ii. Buildings with first floor nonresidential uses must provide parking and drive aisles between the building face and Coit Road. The setback distance shall be a maximum of 125 feet.
 - iii. Buildings with first floor nonresidential uses, except for parking garages, shall have a minimum of 40% of the ground floor facade facing Coit Road comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

- b. Buildings fronting Mapleshade Lane, Market Center Drive, and Faith Lane ~~Maplelawn Drive~~:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of ten feet and a maximum of 25 feet from the right-of-way unless restricted by easements. Where easements are present, 75% of the building facade must be built to the easement line.

- c. Buildings fronting quasi-public streets:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade is located within 15 feet from the back of curb unless restricted by easements. Where easements are present, 75% of the facade must be built to the easement line.

- d. The maximum building length along any facade shall be 300 feet.
- e. Garage doors for residential uses shall not directly face any public or quasi-public streets.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). Residential uses are generally not appropriate in these areas. The requested independent living facility is in conformance with the future land use plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject properties.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Independent living facilities in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

SUMMARY:

The applicant is requesting to amend PD-215-CC to allow independent living facility as a standalone permitted use. The proposed PD amendments are consistent with the form and intent of the existing PD which allows residential uses with reduced building setbacks, onstreet parking, and required open space. The proposed independent living facility use is consistent with the future land use plan, and will enhance the residential nature of the PD. Staff is in support of the proposed amendments to the PD.

RECOMMENDATION:

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

Specific Provisions of the Planned Development

Uses

1. Multifamily and independent living facility ~~is~~ are permitted uses.
2. Nonresidential uses are permitted on the first floor of multistory residential buildings fronting on Coit Road.
3. Independent living facilities may be developed under the multifamily standards of this PD.

General Development Standards

The subject property must be developed using the standards required by the planned development district for multifamily and independent living facility development. ~~However, the subject property may be developed solely with nonresidential uses in accordance with the Corridor Commercial (CC) zoning district and 190 Tollway/Plano Parkway Overlay District regulations contained within the Zoning Ordinance. The initial development for the subject property will determine the standards to be used for the remainder of the property.~~

Multifamily and Independent Living Facility Standards

1. Multifamily and independent living facility development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence), Subsection 3.115 (Retirement Housing), and Subsection 3.117 (Usable Open Space).
2. Minimum Floor Area per Dwelling Unit: 500 square feet
3. Minimum Rear and Side Yard Setbacks: None
4. Quasi-public streets and required open space shall be excluded from density calculations.
5. Maximum Density: 50 dwelling units per acre; not to exceed a maximum of 1,200 units
6. Minimum Density: 30 dwelling units per acre
7. Maximum Lot Coverage: None

8. Building Design:

a. Buildings fronting Coit Road:

- i. Buildings with no first floor nonresidential uses: Minimum 30 foot setback.
- ii. Buildings with first floor nonresidential uses must provide parking and drive aisles between the building face and Coit Road. The setback distance shall be a maximum of 125 feet.
- iii. Buildings with first floor nonresidential uses, except for parking garages, shall have a minimum of 40% of the ground floor facade facing Coit Road comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

b. Buildings fronting Mapleshade Lane, Market Center Drive, and Faith Lane ~~Maplelawn Drive~~:

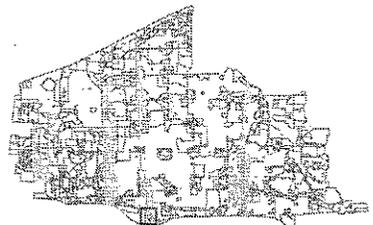
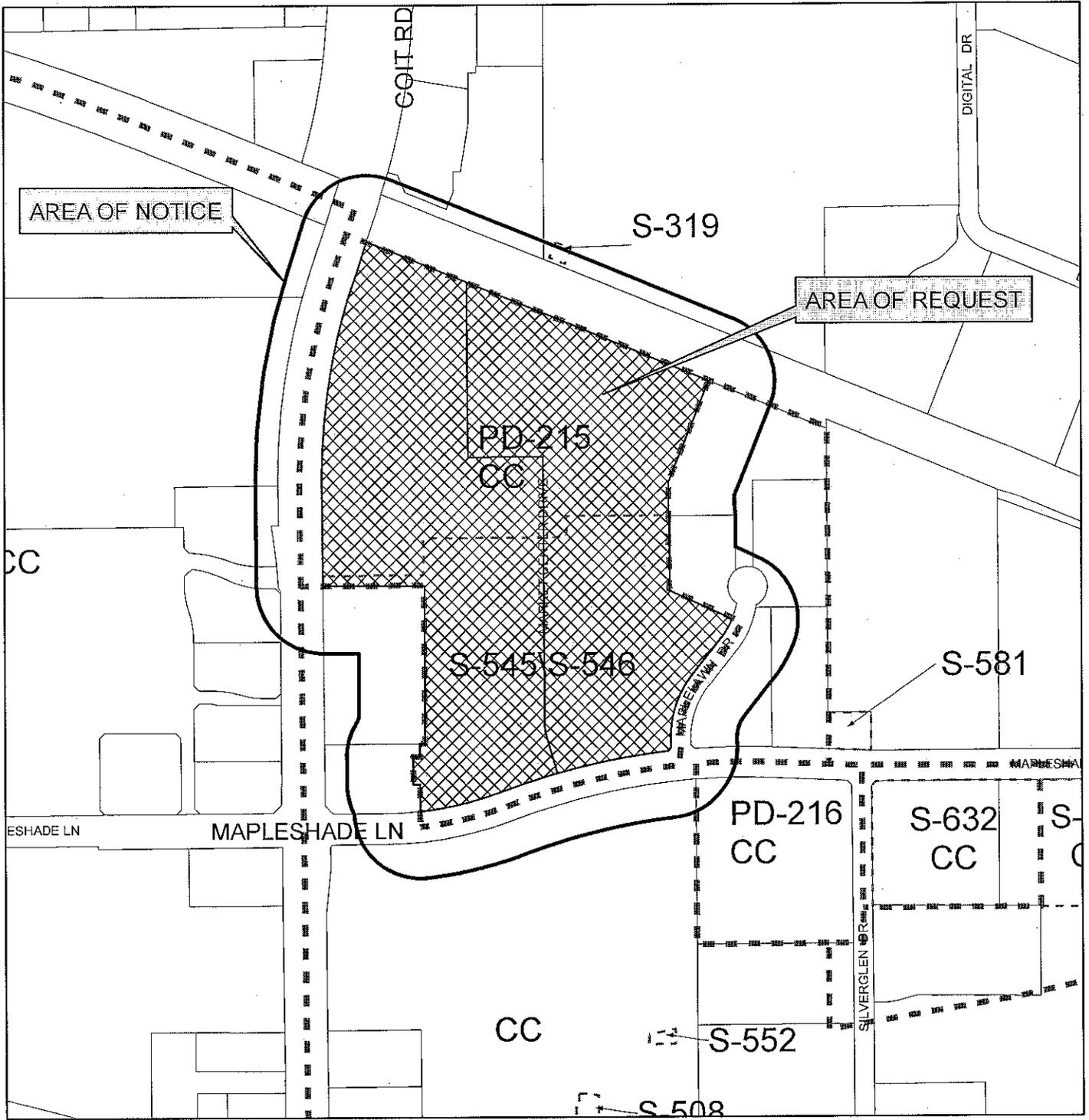
Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of ten feet and a maximum of 25 feet from the right-of-way unless restricted by easements. Where easements are present, 75% of the building facade must be built to the easement line.

c. Buildings fronting quasi-public streets:

Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade is located within 15 feet from the back of curb unless restricted by easements. Where easements are present, 75% of the facade must be built to the easement line.

d. The maximum building length along any facade shall be 300 feet.

e. Garage doors for residential uses shall not directly face any public or quasi-public streets.

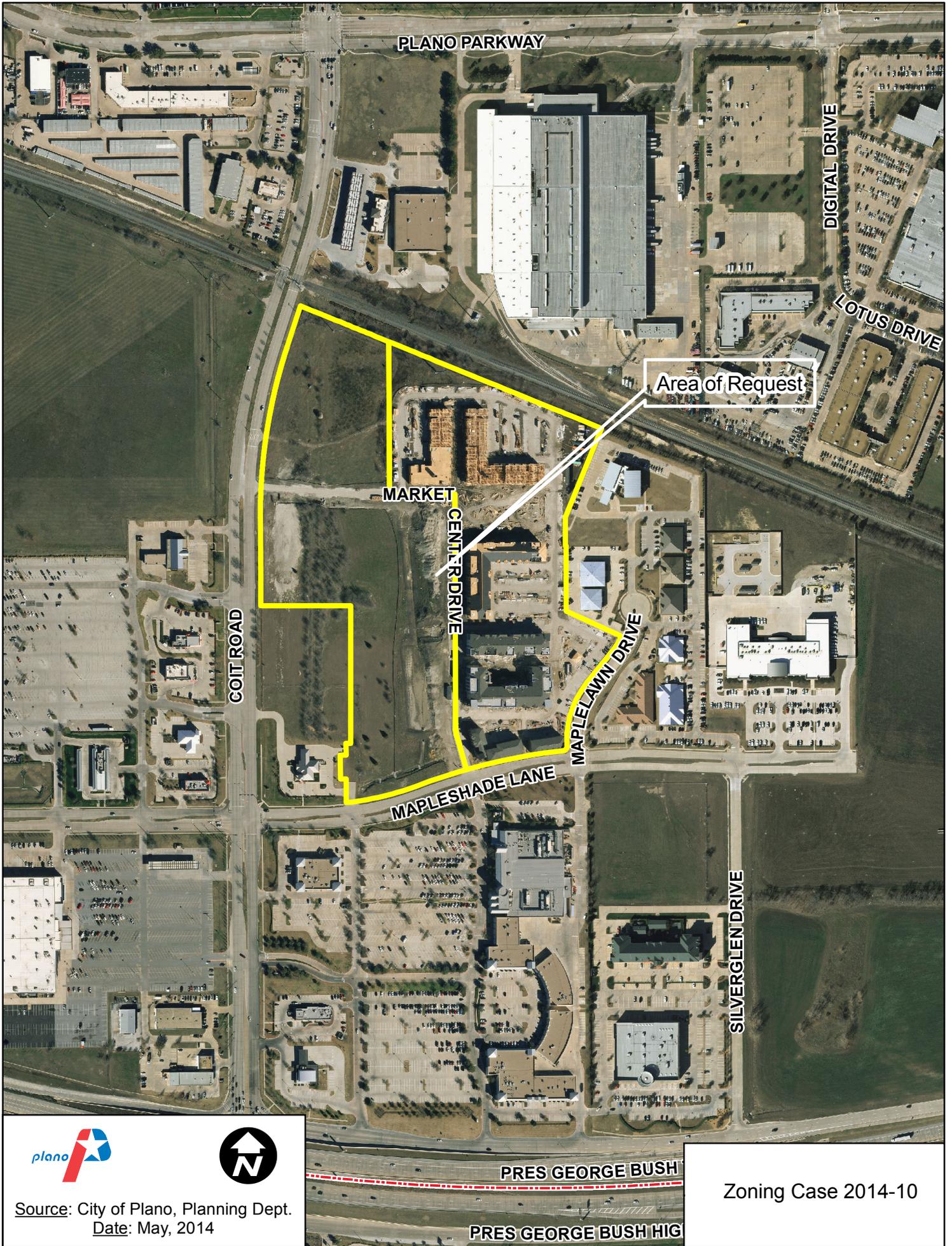


Zoning Case #: 2014-10

Existing Zoning: PLANNED DEVELOPMENT-215-CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMITS #545 & #546

○ 200' Notification Buffer





PLANO PARKWAY

DIGITAL DRIVE

LOTUS DRIVE

Area of Request

MARKET CENTER DRIVE

COIT ROAD

MAPLELAWN DRIVE

MAPLESHADE LANE

SILVERGLEN DRIVE

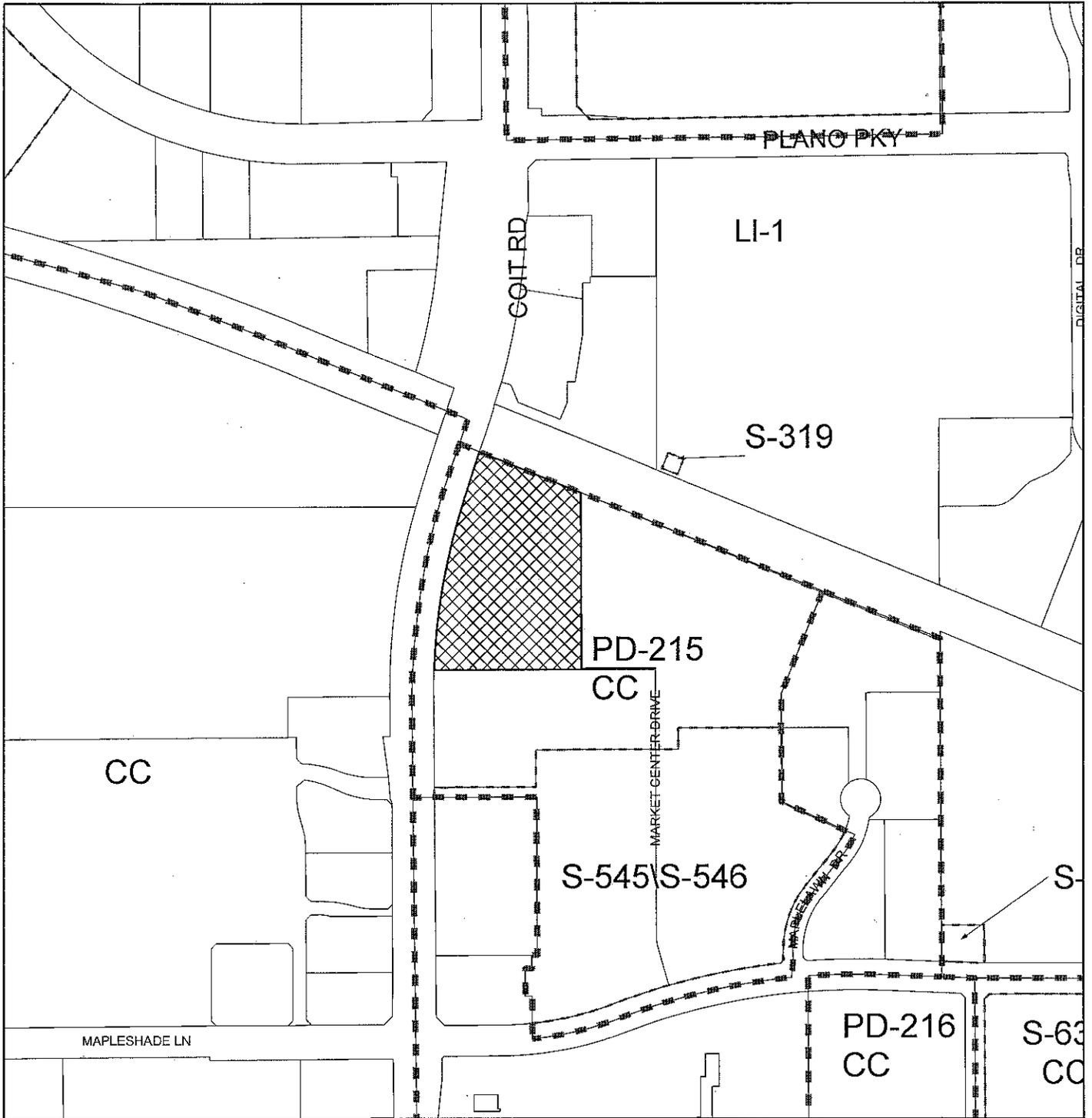
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Zoning Case 2014-10



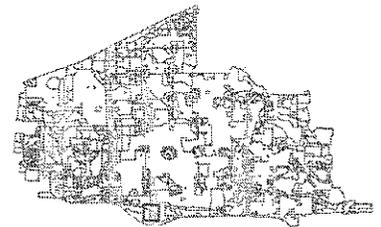
Source: City of Plano, Planning Dept.
Date: May, 2014



Item Submitted: PRELIMINARY SITE PLAN

Title: COIT CENTER
BLOCK A, LOT 10

Zoning: PLANNED DEVELOPMENT-215-CORRIDOR COMMERCIAL/
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



Zoning Case 2014-10

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade, on 31.3± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for the additional use of Independent Living Facility; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of May, 2014, for the purpose of considering amending Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional Theater and #546 for Arcade, on 31.3± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for the additional use of Independent Living Facility; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of May, 2014; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-215-Corridor Commercial with Specific Use Permits #545 for Regional

Theater and #546 for Arcade, on 31.3± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 283± feet east of Coit Road, in the City of Plano, Collin County, Texas, to allow for the additional use of Independent Living Facility, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the existing Corridor Commercial (CC) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Quasi-Public Streets:
 - a. A named quasi-public street shall be required connecting Mapleshade Lane and Coit Road as shown on the zoning exhibit.
 - b. Quasi-Public Streets Definition: Quasi-public streets are privately owned and maintained drives open to public access. A fire lane shall be located within all quasi-public streets. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
3. Parking Regulations
 - a. The minimum required parking shall be as follows:
 - i. Multifamily - One and one-half spaces (1.5) per unit
 - ii. Nonresidential uses on the first floor of multistory residential buildings: One space per 300 square feet of floor area.
 - iii. All other nonresidential uses: Parking requirements shall be determined as provided in Section 3.1100 (Off-Street Parking and Loading) of the Zoning Ordinance.
 - b. On-street parking adjacent to each lot may count toward the required parking for that lot and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. Where on-street parking is provided,

landscape islands a minimum six feet in width, shall be placed no less than every 150 feet of continuous on-street parking.

- c. Tandem parking spaces in front of garages shall be a minimum of 20 feet in length, and shall not be used to satisfy the minimum parking requirements.
- d. No parking is required for outdoor patio and sidewalk cafe/dining areas or other public seating areas except for freestanding restaurants.

4. Screening:

- a. Off-street loading docks and service areas for nonresidential uses may not be located adjacent to or across a street or quasi-public street from buildings containing residential uses unless the loading dock or service area is screened in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000, Screening, Fence, and Wall Regulations)
 - ii. Overhead doors if service area or loading dock is located internal to the building; or
 - iii. Any combination of the above.
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless located internal to the building, and shall be screened from view from streets and required open space in accordance with the following:
 - i. Masonry screening walls with solid metal gates (in accordance with Section 3.1000, Screening, Fence, and Wall Regulations);
 - ii. Overhead doors if refuse and recycling containers are located internal to the building; or
 - iii. Any combination of the above.

Specific Provisions of the Planned Development

Uses

1. Multifamily and independent living facility are permitted uses.
2. Nonresidential uses are permitted on the first floor of multistory residential buildings fronting on Coit Road.
3. Independent living facilities may be developed under the multifamily standards of this PD.

General Development Standards

The subject property must be developed using the standards required by the planned development district for multifamily and independent living facility development.

Multifamily and Independent Living Facility Standards

1. Multifamily and independent living facility development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence), Subsection 3.115 (Retirement Housing), and Subsection 3.117 (Usable Open Space).
2. Minimum Floor Area per Dwelling Unit: 500 square feet
3. Minimum Rear and Side Yard Setbacks: None
4. Quasi-public streets and required open space shall be excluded from density calculations.
5. Maximum Density: 50 dwelling units per acre; not to exceed a maximum of 1,200 units
6. Minimum Density: 30 dwelling units per acre
7. Maximum Lot Coverage: None
8. Building Design:
 - a. Buildings fronting Coit Road:
 - i. Buildings with no first floor nonresidential uses: Minimum 30 foot setback.

- ii. Buildings with first floor nonresidential uses must provide parking and drive aisles between the building face and Coit Road. The setback distance shall be a maximum of 125 feet.
 - iii. Buildings with first floor nonresidential uses, except for parking garages, shall have a minimum of 40% of the ground floor facade facing Coit Road comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
- b. Buildings fronting Mapleshade Lane, Market Center Drive, and Faith Lane:
- Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade shall be located between a minimum of ten feet and a maximum of 25 feet from the right-of-way unless restricted by easements. Where easements are present, 75% of the building facade must be built to the easement line.
- c. Buildings fronting quasi-public streets:
- Setbacks: Buildings shall be constructed such that a minimum of 75% of the facade is located within 15 feet from the back of curb unless restricted by easements. Where easements are present, 75% of the facade must be built to the easement line.
- d. The maximum building length along any facade shall be 300 feet.
- e. Garage doors shall not directly face any public or quasi-public streets.

Design Standards

1. Streetscape at Public Streets:
 - a. Along Coit Road and Mapleshade Lane, sidewalks with a minimum width of six feet shall be placed a minimum of six feet from back of curb.
 - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided minimum six-foot accessible pathways are maintained.

2. Streetscape at Quasi-Public Streets:
 - a. Along quasi-public streets, sidewalks with a minimum width of six feet shall be placed adjacent to the back of curb except when landscape areas are provided.
3. Landscaping and Open Space:
 - a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District):
 - i. No landscape edge is required along quasi-public streets.
 - ii. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets.
 - b. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public and quasi-public streets. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge.
 - c. A minimum of two one-acre open space areas shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.
4. Fencing:
 - a. Fencing shall be permitted, except in the following areas:
 - i. Between the front facade of any building and any public or quasi-public street however, fencing shall be permitted for private residential yards at a maximum height of 48 inches above grade;
 - ii. Public parking; and
 - iii. Required open space.
 - b. Fencing must be a minimum of 50% open, except along railroad right-of-way.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 27TH DAY OF MAY, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2014-10

BEING a parcel of land located in the City of Plano, Collin County, Texas, a part of the Martha McBride Survey, Abstract Number 553, and being all of Lots 1R & 9, Block A, Coit Center, an addition to the City of Plano as recorded in Cabinet Q, Page 187, Collin County Map Records and being further described as follows:

BEGINNING at the southeast corner of said Lot 1R, said point being at the intersection of the west right-of-way line of Maplelawn Drive (a 60-foot right-of-way) with the north right-of-way line of Mapleshade Lane (a 92-foot right-of-way);

THENCE along the north right-of-way line of Mapleshade Lane as follows:

Southwesterly 520.09 feet along a curve to the left having a central angle of $14^{\circ} 14' 39''$, a radius of 2,092.00 feet, a tangent of 261.39 feet, and whose chord bears South, $76^{\circ} 46' 02''$ West, 518.75 feet to a point for corner;

Southwesterly 251.54 feet along a curve to the right having a central angle of $14^{\circ} 24' 43''$, a radius of 1,000 feet, a tangent of 126.43 feet, and whose chord bears South, $76^{\circ} 51' 04''$ West, 250.87 feet to the southeast corner of Lot 7, Block A, Coit Center, an addition to the City of Plano as recorded in Cabinet P, page 727, Collin County Map Records;

THENCE along the east line of said Lot 7 as follows:

North, $00^{\circ} 11' 15''$ West, 80.93 feet to a point for corner;
South, $89^{\circ} 48' 45''$ West, 20.00 feet to a point for corner;
North, $00^{\circ} 11' 15''$ West, 83.00 feet to a point for corner;
North, $89^{\circ} 48' 45''$ East, 20.00 feet to a point for corner;
North, $00^{\circ} 11' 15''$ West, 40.12 feet to a point at the northeast corner of said Lot 7, said point being in the south line of said Lot 7, said point being in the south line of said Lot 8, Block A, Coit Center Addition;

THENCE South, $89^{\circ} 48' 45''$ East, 16.62 feet along the south line of said Lot 8 to a 1/2-inch iron rod found at the southeast corner of said Lot 8;

THENCE North, 472.00 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 8;

THENCE West, 306.33 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 8, and being in the east right-of-way line of Coit Road said Lot 8;

THENCE along the east right-of-way line of Coit Road as follows:

North, $00^{\circ} 11' 15''$ West, 301.68 feet to a point for corner;

Northeasterly 598.00 feet along a curve to the right having a central angle of $18^{\circ} 34' 20''$, a radius of 1,844.86 feet, a tangent of 301.65 feet, and whose chord bears North, $09^{\circ} 05' 55''$ East, 595.39 feet to a point for corner;
North, $18^{\circ} 23' 05''$ East, 147.36 feet to the northwest corner of said Lot 9;

THENCE South, $67^{\circ} 36' 30''$ East, 1,113.24 feet to the northeast corner of said Lot 9;

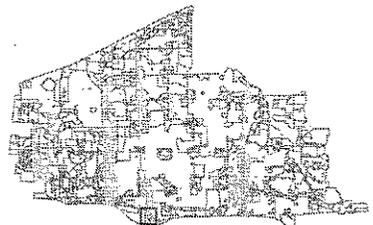
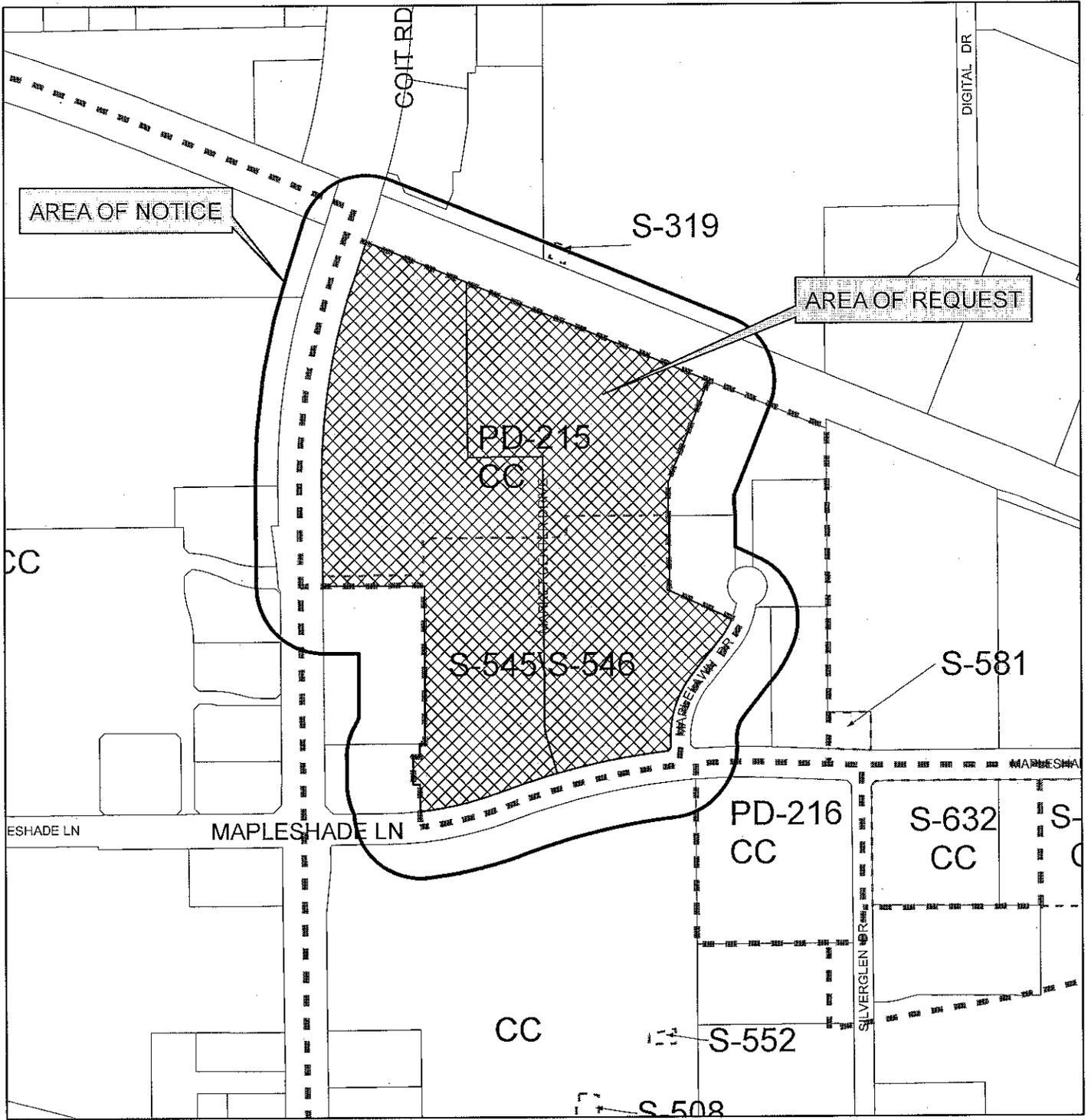
THENCE South, $22^{\circ} 23' 30''$ West, 325.24 feet to a point for corner in the east line of said Lot 9;

THENCE South, 321.81 feet to a point for corner in the east line of said Lot 1R;

THENCE South, $65^{\circ} 33' 39''$ East, 210.70 feet along the east line of said Lot 1R to a point for corner in the west right-of-way line of Maplelawn Drive;

THENCE along the west right-of-way line of Maplelawn Drive as follows:

Southwesterly 68.69 feet along a curve to the right having a central angle of $17^{\circ} 06' 45''$, a radius of 230.00 feet, a tangent of 34.60 feet, and whose chord bears South, $30^{\circ} 31' 55''$ West, 68.44 feet to a point for corner;
South, $39^{\circ} 05' 18''$ West, 134.95 feet to a point for corner;
Southwesterly 237.16 feet along a curve to the left having a central angle of $43^{\circ} 50' 00''$, a radius of 310.00 feet, a tangent of 124.72 feet, and whose chord bears South, $17^{\circ} 10' 18''$ West, 231.42 feet to a point for corner;
South, $39^{\circ} 05' 04''$ West, 14.33 feet to the POINT OF BEGINNING and CONTAINING 1,508,538 square feet or 31.317 acres of land.



Zoning Case #: 2014-10

Existing Zoning: PLANNED DEVELOPMENT-215-CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMITS #545 & #546

○ 200' Notification Buffer

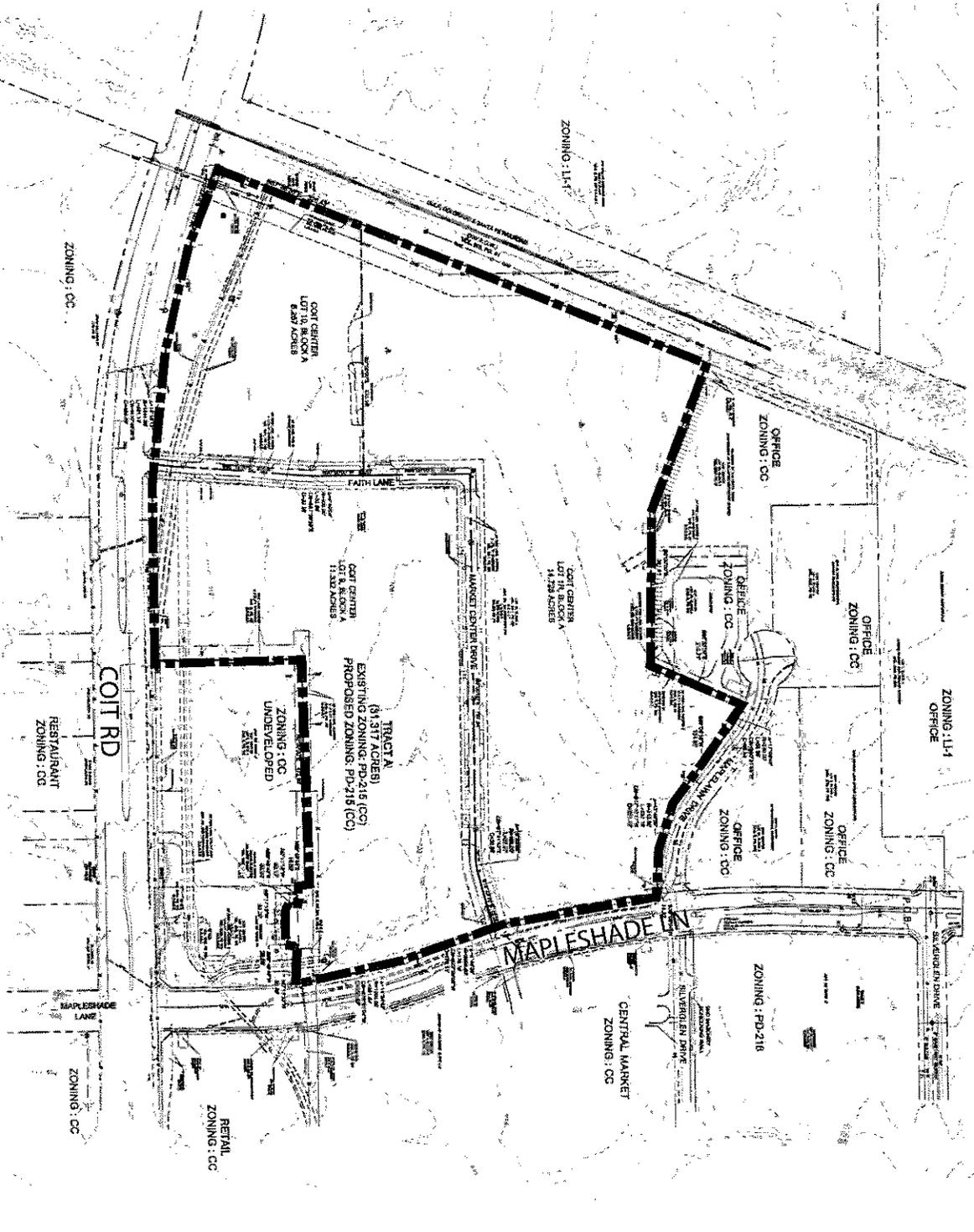


Planning & Zoning Department
City of Plano
 1500 City Center Blvd., Suite 1000
 Plano, TX 75094
 Phone: 972.761.2300
 Fax: 972.761.2300
 Website: www.ci.plano.tx.us

Project: COIT CENTER
Tract: TRACT A (0.1317 ACRES)
Existing Zoning: PD-216 (CC)
Proposed Zoning: PD-216 (CC)

Applicant: HENSLEY TAYLOR RACIB, INC.
Address: 1500 City Center Blvd., Suite 1000
 Plano, TX 75094
Agent: JAMES W. RAY
 1500 City Center Blvd., Suite 1000
 Plano, TX 75094

Map Title: COIT CENTER
Block: BLOCK A, LOTS 1R, 9 & 10
Case No.: ZONING EXHIBIT
Zone: ZONE CASE 201410
Date: FEB 10 2014
City: CITY OF PLANO, COLLIN COUNTY, TEXAS
Survey: MARTHA MOORE SURVEY, ABSTRACT NO. 563
Acres: GROSS LOT AREA 31.317 ACRES



NOTICE TO THE PUBLIC: This is a public hearing on the proposed zoning change for the Coit Center Tract A. The proposed zoning change is from PD-216 (CC) to PD-216 (CC). The public is invited to attend the hearing and provide comments on the proposed change. The hearing will be held on February 10, 2014, at 7:00 PM in the Council Chamber of the City of Plano. The public may also submit written comments to the Planning and Zoning Department by February 10, 2014.

