

# CITY COUNCIL

1520 AVENUE K



DATE: 7/27/2015  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Dr. Steve Vernon, Interim Pastor  
First Baptist Church Plano  
PLEDGE OF ALLEGIANCE: Junior Girl Scout Troop 3460  
Harrington Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><b><u>CONSENT AGENDA</u></b> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><b><u>Approval of Minutes</u></b> June 22, 2015</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	RFP No. 2015-183-B for a Compensation Study to be utilized by the Human Resources Department to Public Sector Personnel Consultants, Inc. for core services in the estimated amount of \$170,000 with additional options in the estimated amount of \$7,500, equaling an estimated total amount of \$177,500; and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2015-151-B for Fire Station 9 Roof and Waterproofing Replacement to Tice Enterprises, Ltd. in the amount of \$99,950; and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2015-285-B for Intersection Improvements – Plano Parkway & Los Rios Boulevard Project No. 5988 to Tiseo Paving Co. in the amount of \$2,288,199; and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2015-243-C for a one (1) year contract with three (3) one-year City optional renewals for Preformed Thermoplastic Pavement Markings and Sealer for the Public Works Department to Flint Trading, Inc. in the estimated annual amount of \$114,697; and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2015-322-B for the Dublin Road Rehabilitation Project No. 6619 for Public Works to Advanced Paving Acquisition, LTD. in the amount of \$193,340; and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2015-249-C for a one (1) year contract for Water and Wastewater Pumping Facility Maintenance for the Public Works Department to Legacy Contracting, LP dba Control Specialist Services, LP in the estimated annual amount of \$450,000; and authorizing the City Manager to execute all necessary documents.	
(h)	Bid No. 2015-325-P for the Residential and Arterial Concrete Pavement Under-Sealing Contract with two (2) City optional renewals, Project 6612 for Public Works to Nortex Concrete Lift & Stabilization, Inc. in the amount of \$1,932,000; and authorizing the City Manager to execute all necessary documents.	
(i)	Bid No. 2015-316-B for a one (1) year contract for the purchase of Manhole Rings and Covers for Inventory Control & Asset Disposal (ICAD) to Texas Water Products, Inc. in the estimated annual amount of \$161,250; and authorizing the City Manager to execute all necessary documents.	
	<p><b>Purchase from an Existing Contract</b></p>	
(j)	To approve the purchase of Audio Visual Equipment for the Oak Point Park Nature and Retreat Center in the amount of \$104,059 from Videotex Systems, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents (BuyBoard Contract No. 482-15).	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	To approve the purchase of strength equipment for the Tom Muehlenbeck Recreation Center in the amount of \$61,260 from Marathon Fitness through an existing contract/agreement with BuyBoard; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 413-12)	
(l)	To approve the purchase of Adobe software products for multiple departments in the estimated annual amount of \$39,945 for a three-year period for a total estimated amount of \$119,835 from CDW Government, LLC through an existing State of Texas Department of Information Services contract; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-2504)	
	<b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>	
(m)	To approve a Professional Services Agreement by and between the City of Plano and Teague Nall & Perkins, Inc., in the amount of \$204,000 for the Maumelle Drive and Daybreak Trail Paving and Water Improvements project; and authorizing the City Manager to execute all necessary documents.	
(n)	To approve a Professional Services Agreement by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$225,950 for the Water Rehab Plano East 1 project; and authorizing the City Manager to execute all necessary documents.	
(o)	To approve an Architectural Services Agreement by and between the City of Plano and SmithGroupJJR, Inc. in the amount of \$772,500 for Senior Center Expansion & Renovation designs; and authorizing the City Manager to execute all necessary documents.	
(p)	To approve an Engineering Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$56,200 for floodplain analysis and FEMA Letter of Map Revision services for the Hedgcoxe Undercrossing project; and authorizing the City Manager to execute all necessary documents.	
(q)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and Halff Associates, Inc. in the amount of \$56,700 for design services of trail replacement construction plans along Bluebonnet Trail between Alma Drive and Blue Ridge Trail; and authorizing the City Manager to execute any necessary documents.	
	<b>Approval of Contract Modification</b>	
(r)	To approve and authorize Contract Modification No. 1 for the purchase of building lease space in the estimated amount of \$433,505 from Howard & Showalter Investments for the Facilities Department. This modification will provide for the renewal of the lease for office space used by the Radio Shop, for one (1) five-year term, with one (1) City optional five-year renewal term.	
	<b>Adoption of Governance Guide</b>	
(s)	To adopt the City Council Governance Guide for 2015-2016.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(t) To ratify the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas, for Interim Police Chief services; approving its execution by the City Manager; and providing an effective date.</p> <p>(u) To approve the terms and conditions of an Interlocal Agreement by and between the Texas Department of Public Safety and City of Plano, Texas to allow the City of Plano to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program; authorizing the City Manager to take action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p> <p>(v) To approve the terms and conditions of an Amended and Restated Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and erPlano Property LP, a Delaware limited partnership; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(w) To nominate J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.</p> <p>(x) To authorize the approval of a loan for the Saigling House project from the City of Plano Tax Increment Financing District Reinvestment Zone Number Two for the purpose of funding to support the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(y) To approve the Investment Portfolio Summary for the quarter ending June 30, 2015; and providing an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(z) To amend City of Plano Ordinance No. 2003-4-16, codified as Article V. - Street and Thoroughfare Closures, Division 2. - Neighborhood Block Parties, Section 19-93, of the Code of Ordinances; and providing a repealer clause, a savings clause, a severability clause, a publication clause and an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Consideration of a Resolution to authorize a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phase 1 construction for a Guaranteed Maximum Price (GMP) that will not exceed \$1,600,000; authorizing the City Manager to execute the necessary contract documents; and providing an effective date.</p>	
(2)	<p>Public Hearing and consideration of an Appeal of the Planning &amp; Zoning Commission's denial of Zoning Case 2014-34 - Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive from Regional Employment to Planned Development-Regional Employment to allow for Single-Family Residence Attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District. Applicant: Ronald McCutchin Family Partnership, LTD.</p>	
(3)	<p>Consideration of an Appeal of the Planning &amp; Zoning Commission's denial of the Concept Plan for Sam Rayburn Plaza and Villages of Prairie Commons East - General office, 116 Patio Home lots, 70 Single-Family Residence Attached lots, and seven common area lots on 43.1± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive. Zoned Regional Employment/State Highway 121 Overlay District. Applicant: Ronald McCutchin Family Partnership, LTD.</p>	
(4)	<p>Public Hearing and consideration of an Appeal of the Planning &amp; Zoning Commission's denial of Zoning Case 2015-11 - Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015.</p>	
(5)	<p>Consideration of an Appeal of the Planning &amp; Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-Showroom/Warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(6)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-17 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-64-Central Business-1 on 137.3± acres of land located at the southwest corner of State Highway 121 and the Dallas North Tollway, in the City of Plano, Collin County, Texas, to modify development standards for mid-rise residential; 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: SWC Tollway &amp; 121, LLC</p>	
(7)	<p>Public Hearing and consideration of a Resolution to adopt the 2015-2016 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2015-2016; and declaring an effective date.</p>	
(8)	<p>Consideration of a Resolution to authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,543,555 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
June 22, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Angela Miner  
Rick Grady  
Tom Harrison  
David Downs

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem  
Ron Kelley

**STAFF PRESENT**

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 5:01 p.m., Monday, June 22, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

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

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

**Personnel – Replacement**

North Texas Municipal Water District Board of Directors

This item was not discussed.

**Consideration and action resulting from Executive Session discussion (Cont'd.)**  
**Personnel – Reappointments**

Board of Adjustment

Upon a motion made by Council Member Grady and seconded by Council Member Downs, the Council voted 6-0 to reappoint Ban Alali, Enghlab Eftekhari, Carolyn Kalchthaler, and Robert Miller.

Building Standards Commission

Upon a motion made by Council Member Harrison and seconded by Council Member Downs, the Council voted 6-0 to reappoint Richard Kelley and Arthur Stone.

Heritage Commission

Council Member Downs advised that no reappointments would be made.

Planning and Zoning Commission

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 6-0 to reappoint Nathan Barbera, Doug Bender, Hilton Kong, Michael O'Hanlon, and Kayci Prince.

**Personnel – Reappointments**

Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 6-0 to reappoint Bryan Baldwin and Kevin Kimbrell.

Civil Service Commission

The Council deferred consideration of reappointments to the July 27, 2015 meeting.

Community Relations Commission

Upon a motion made by Council Member Grady and seconded by Council Member Downs, the Council voted 6-0 to reappoint Judy Drotman, Cynthia Moore, and Cynthia Thomas.

Cultural Affairs Commission

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to reappoint Marion Brochette, Nadia McInnis, Janelle Twyford-Silvis, and Tom Venner.

Library Advisory Board

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 6-0 to reappoint Steven Lavine and Tammy McSwain.

Parks and Recreation Planning Board

Upon a motion made by Council Member Harrison and seconded by Council Member Downs, the Council voted 6-0 to reappoint Donna DeChabert and Pamela Weaver.

Photographic Traffic Signal Advisory Committee

Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to reappoint Mark Boike, Natalie Crawford, Robert Drotman, and Keith Weiss.

Plano Housing Authority

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Grady, the Council voted 6-0 to reappoint George Elking, Linda Prindiville, and Wanda Russell.

Retirement Security Plan Committee

The Council deferred consideration of reappointments to the July 27, 2015 meeting.

Self Sufficiency Committee

Upon a motion made by Council Member Harrison and seconded by Council Member Downs, the Council voted 6-0 to reappoint Erin Abood.

Senior Citizens Advisory Board

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Grady, the Council voted 6-0 to reappoint Karen Bellessa, Paul Gerber, and Ralph Steckel.

Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 6-0 to reappoint Farrah Ahmed, Russell Coolik, Alan Johnson, Shirley Ogden, Corey Reinaker and Roy Wilshire.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to reappoint Council Member Angela Miner.

**Discussion and direction re: SimpleRecycling**

Environmental Waste Services Manager Smouse spoke to the importance of recycling, the City's existing recycling activities, and the 40% recycling goal. He stated of the residential collection stream, 45% is recycling, with a combined residential/commercial recycling total of 38.5% and added that the residential single stream is declining. Mr. Smouse advised the next steps for the City are to increase the recycling goal to 50% (Plano 50), implement the SimpleRecycling Program, and continue Recycle Right Plano.

Adam Winfield, president of SimpleRecycling, stated that it is a free, turn-key curbside clothing and home goods recycling program, completely operated by SimpleRecycling and that it provides savings to the citizens and City. He spoke to the program, educational materials, pick-up schedules, supplies, and customer service. Mr. Winfield advised the program is provided at no cost to the City and will receive a refund of \$20 per ton collected. He stated each ton diverted will reduce the cost for the City to send trash to the landfill and provide an annual savings value of \$47,512.50. Mr. Winfield added SimpleRecycling does not represent as a non-profit and will not provide a receipt for tax purposes, but will guide citizens to non-profits as needed.

### **Discussion and direction re: SimpleRecycling(cont'd.)**

In response to Council's questions, Mr. Winfield spoke to the direct mailed educational materials and the process for providing replacement bags during collection. Mr. Smouse spoke to the three-year term of the contract, the partnership with SimpleRecycling, and the time frame if the Council decides to move forward with the program. Mayor LaRosiliere expressed concern regarding using the City's logo and the implication of it being a City program. The Council expressed concurrence to move forward with the program.

### **Environmental Health Departmental Report**

Director of Environmental Health Patterson provided an overview of the department and its two divisions, Environmental Health and Sustainability and Environmental Education (SEED), and the 31 full-time employees. She stated the Environmental Health division covers food safety, smoke free regulations, pool sanitation and safety, stormwater and industrial pre-treatment, liquid waste, vector control, and complaint response. Ms. Patterson discussed the responsibilities of each program.

She stated the Sustainability and Environmental Education division focuses on Waste Diversion, Watering, Gardening and Landscaping, Energy Education, and Air Quality. Ms. Patterson advised the programs include: volunteer training and community engagement, educational opportunities, special events, facilities, newsletters, and online learning. She spoke to the division receiving numerous awards local, state, and national levels and that she is creating a performance measurement system to ensure effective programs and increase accessibility.

Ms Patterson spoke to the STAR Communities program - Sustainability Tools for Assessing and Rating Communities. She stated it creates a baseline for current and future efforts and detailed the seven goal areas with 44 objectives within the rating framework. Ms. Patterson thanked staff, other city departments, and outside partners that assisted with the project culminating in nine months of work and added the City is certified at a four-star rating for national excellence in sustainability. She stated the division will use the results to develop a plan for the future, put policies and procedures in writing, involve all departments city-wide, and continue to work with community partners.

### **Consent and Regular Agendas**

No items were discussed.

### **Council Items for Future Discussion**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:56 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
June 22, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Angela Miner  
Rick Grady  
Tom Harrison  
David Downs

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem  
Ron Kelley

**STAFF PRESENT**

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 convened the Council into the Regular Session on Monday, June 22, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Reverend Alice Coder of First United Methodist Church Plano led the invocation and Boy Scout Troop 288 led the Pledge of Allegiance and Texas Pledge.

The City of Plano Sustainability & Environmental Education Division received 4 STAR certification and 3 awards from Keep Texas Beautiful.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 6-0 to approve and adopt all items on the Consent Agenda as recommended, and as follows:

**Approval of Minutes**

June 8, 2015

June 10, 2015

(Consent Agenda Item "A")

## **Approval of Expenditures**

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

**Bid No. 2015-280-B** for the Legacy Sidewalk Enhancements Project to A&M Construction and Utilities, Inc. in the amount of \$169,466; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**CSP No. 2015-273-B** for the DART 15th Street Signal House Relocation – Project No. 6501, to Urban Construction Co. in the amount of \$947,670; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2015-259-B** for the Painting of Concrete Screening Walls-Phase II Project No. 6580 to Tarrant Paint and Stain, LLC in the amount of \$155,741; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2015-278-P** for the Concrete Sidewalk Requirements Contract II, with two (2) City optional renewals, Project No. 6537 for Public Works to Ti- Zack Concrete, Inc. in the amount of \$692,050; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2015-276-B** for the Amphitheater Stage Canopy Structure to Production and Rigging Resources, Inc. in the amount of \$274,893; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

**Bid No. 2015-109-B** for Spring Creek Parkway Underpass Siltation Removal at Chisholm Trail for the Parks and Recreation Department to North Rock Construction, LLC in the amount of \$64,289; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

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

To approve the purchase of one (1) Bobcat T770 Compact Track Loader for Fleet Services to be utilized by the Parks Department in the amount of \$52,702 from Bobcat Co. through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13) (Consent Agenda Item “H”)

To approve the purchase of one (1) Caterpillar 980M Wheel Loader for Fleet Services to be utilized by Environmental Waste Services (EWS) in the amount of \$515,000 from Holt Caterpillar through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13) (Consent Agenda Item “I”)

To approve the purchase of traffic signal installation for Public Works in the estimated annual amount of \$662,861 from Mel’s Electric, L.P. through an existing contract with the City of Garland; and authorizing the City Manager to execute all necessary documents. (City of Garland Contract No. 4488- 14) (Consent Agenda Item “J”)

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

To approve a Professional Services Agreement by and between the City of Plano and TEAM Consultants, Inc. in the amount of \$53,703 for Windhaven Parkway project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

### **Approval of Change Order**

To J.R. Stelzer Company for the Jupiter and Coit Elevated Tanks Project, increasing the contract by \$155,500, Change Order No. 1, original Bid No. 2014-330-B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

### **Approval of Expenditure**

To ratify an expenditure in the amount of \$67,759 and approve an additional expenditure in the amount of \$22,241 for a total estimated expenditure of \$90,000 for the purchase of storm water hauling for the Public Works Department from L.H. Chaney Materials, Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To correct an administrative error to increase an existing contract by an additional amount of \$350,000 for a contingency allowance; and authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

### **Adoption of Resolutions**

**Resolution No. 2015-6-3(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for resurfacing of Dublin Road north of FM 544; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “O”)

**Resolution No. 2015-6-4(R):** To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and Columbia Medical Center of Plano Subsidiary, L.P., a Texas Limited Partnership, d/b/a Medical Center of Plano, to locate, place, attach, install, operate, and maintain a communications system consisting of PVC conduit equipped with copper and fiber cables in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “P”)

### **Adoption of Ordinances**

**Ordinance No. 2015-6-5:** To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limit for motor vehicles operating on Marsh Lane within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “Q”)

**Ordinance No. 2015-6-6:** To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date. (Consent Agenda Item “R”)

**Ordinance No. 2015-6-7:** To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Parker, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date. (Consent Agenda Item “S”)

**Ordinance No. 2015-6-8:** To adopt and enact Supplement Number 111 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “T”)

**Ordinance No. 2015-6-9:** To amend certain sections of Ordinance No. 2014-10-20 codified as Section 10-3 of Article I, Chapter 10, Library, of the Code of Ordinances of the City of Plano to add late fees for laptop computers and mobile devices and to add repair and/or replacement cost for damaged or lost laptop computers and mobile devices; and providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “U”)

## END OF CONSENT

**Public Hearing and adoption of Resolution No. 2015-6-10(R)** to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2015 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date. (Regular Item “1”)

Police Chief Rushin spoke to the item advising a public hearing is required prior to the use of grant funds and the Council must accept the interlocal agreement for the disbursement of funds. He stated, being the largest city in the agreement, Plano will be the fiscal agent and that \$20,038 is designated for use by Plano with no match required. Chief Rushin spoke to 6 areas the funds can be used: Law Enforcement Programs; Prosecution and Court Programs; Prevention and Education; Corrections; Drug Treatment Programs; and Planning, Evaluation and Technology Programs. He reported the funds will be used to purchase patrol rifles and rifle accessories.

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

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0, to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2015 Edward Byrne Justice Assistance Grant funds; and further to adopt Resolution No. 2015-6-10(R).

**Public Hearing and adoption of Ordinance No. 2015-6-11** to repeal Section II of Ordinance No. 2008-10-22 and adopt a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business; and providing a repealer clause, a severability clause, a savings clause and an effective date. (Regular Item “2”)

Director of Economic Development Bane spoke to the request repealing and amending a section of the existing ordinance. She stated it is a tool for the City to partner with the State on economic development projects and that eligible projects may request a rebate on state sales tax. Ms. Bane advised the State recently revised the program, facilitating the change in our ordinance. She stated the law requires a public hearing be held prior to adoption of the amended ordinance.

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

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 6-0, to repeal Section II of Ordinance No. 2008-10-22 and adopt a new and complete list of local incentives that may be offered to the nominated Texas Enterprise Zone Program project or activity of a qualified business; and further to adopt Ordinance No. 2015-6-11.

**Public Hearing and adoption of Ordinance No. 2015-6-12** as requested in Zoning Case 2015-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.6± acres of land located on the east and west sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards; 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: FM 544/Park Vista Ltd (Regular Item “3”)

Director of Planning Day stated the request is to rezone from Agricultural to a Planned Development She spoke to the neighboring properties zoning and uses. Ms. Day reported a sign was placed on the property in April and notices were sent to property owners within 200 feet. She stated the request complies with the comprehensive plan, but indicated there were three items concerning the Planning and Zoning Commission: Multi-Family use, 10-foot minimum setback, and the height of the original structure of 55 feet, with five stories. Ms. Day stated the developer will comply with the standard of three stories and a maximum height of 45 feet. She advised Staff and the Planning and Zoning Commission recommended approval with the following restrictions:

The permitted uses and standards shall be in accordance with the Multifamily Residence-3 (MF-3) zoning district unless otherwise specified herein:

1. Multifamily residence is prohibited.
2. Minimum Front, Side, and Rear Yard: 10 feet

**Public Hearing and adoption of Ordinance No. 2015-6-12 (cont'd.)**

Applicant Richard Shaw, Managing Partner of FM544/Park Vista Limited stated this is a senior community for residents 55 years and older. He spoke to the facility amenities including transportation for residents for daily needs, kitchen and dining room facility, amenity building, and housekeeping services. In response to council, Mr. Shaw stated set back between railroad track and wall is about 50 feet and property will be completed at one time.

Mayor LaRosiliere opened the public hearing. Scott Stauffer, President of Woodlands of Plano HOA requested the Council table the item and give the homeowners association time to review the project and Madhan Thirukonda stated he was concerned about the high density, traffic issues and lowered property values. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.6± acres of land located on the east and west sides of Park Vista Road, 750± feet south of 14th Street, in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-498-Multifamily Residence-3 to allow for Independent Living Facility with modified development standards; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2015-03; and further to adopt Ordinance No. 2015-6-12.

**Public Hearing and consideration of an Appeal** of the Planning & Zoning Commission's denial of Zoning Case 2015-11 – Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley) (Regular Item “4”)

Director of Planning Day stated the applicant has requested the appeal of the zoning case be tabled until the July 27, 2015 Council Meeting.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0, to table Zoning Case No. 2015-11 until July 27, 2015.

**Consideration of an Appeal** of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-Showroom/Warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley) (Regular Item “5”)

Director of Planning Day stated the applicant has requested the appeal of the Concept Plan be tabled until the July 27, 2015 Council Meeting.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 6-0, to table the Concept Plan until July 27, 2015.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:50 p.m.

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**Harry LaRosiliere, Mayor**

ATTEST

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/2015			
Department:		Human Resources			
Department Head		Shante' Akafia			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
RFP No. 2015-183-B for a Compensation Study to be utilized by Human Resources Department to Public Sector Personnel Consultants, Inc., for core services in the estimated amount of \$170,000 with additional options in the estimated amount of \$7,500 equaling an estimated total amount of \$177,500, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	100,000	127,500	<b>227,500</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-50,000	-127,500	<b>-177,500</b>
BALANCE		0	50,000	0	<b>50,000</b>
<b>FUND(S):    GENERAL FUND</b>					
<b>COMMENTS:</b> Funds are included in the 2014-15 Non-Departmental Budget for a compensation study, with \$50,000 estimated for 2014-15 and \$127,500 to be appropriated in the 2015-16 Budget. <b>STRATEGIC PLAN GOAL:</b> Utilizing professional consulting services for a compensation study relates to the City's Goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
See recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo and RFP Recap					



# Memorandum

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Andrea Cockrell, Administrative Services Manager

Date: June 4, 2015

Re: Award of Bid RFP 2015-183-B for Compensation Study

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The City has not had a compensation study performed by a third party in over seven years. The last compensation study was performed in 2007, and due to the economic conditions, no changes resulted. The City has not reviewed its overall compensation strategy in well over 15 years. Due to the changing economic times and in an effort to stay competitive in attracting and retaining talent at the City, this contract is necessary to move forward.

The City recently went through a Request for Proposal (RFP) to select a contractor to assist us with our compensation study. The Evaluation Committee reviewed and evaluated eight (8) proposals in response to the RFP: The Centre Group, Paradox Compensation Advisors, Mercer HR Consulting, CPS HR Consulting, Evergreen Solutions, LLC, Public Sector Personnel Consultants, Inc., MGT of America and Segal Waters Consulting - The Segal Company.

Members of the Evaluation Committee rated each proposal independently, without reviewing cost of service. The final scores were discussed amongst the Evaluation Committee based on the following evaluation criteria:

- Company Profile – 20%
- Project Approach – 40%
- Pricing – 40%

The Evaluation Committee then heard presentations from the top two vendors: Public Sector Personnel Consultants, Inc., and Evergreen Solutions, LLC. Factoring the presentation into the final scores, the City recommends awarding the contract to Public Sector Personnel Consultants, Inc.

The City received a best and final offer from Public Sector Personnel Consultants, Inc., which resulted in the following costs, depending on adjustments to benchmark job titles:

Core Services:

- \$170,000 with 250 benchmark job titles, or
- \$160,000 with 200 benchmark job titles, or
- \$150,000 with 150 benchmark job titles

Additional Options:

\$7,500 for On-site Desk Audits or Interviews (per 50)

The contract will be awarded to Public Sector Personnel Consultants, Inc., in their best and final estimated amount of \$170,000 with additional options in the estimated amount of \$7,500 for a total estimated amount of \$177,500.

The City estimates the process will begin in August 2015 and be completed in February 2016. The City estimates that 30% of the work will be incurred in FY 2014/15 and the remainder in FY 2015/16.

CITY OF PLANO

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RFP No.: 2015-183-B  
COMPENSATION STUDY RFP  
RFP RECAP

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RFP Opening Date/Time: **Monday, April 27, 2015 @ 3:00 p.m. (CDT)**

**Number of Vendors Notified:** 3426

**Vendors Submitting "No Bids":** None

**Number of Proposals Considered:** 8

**Estimated Overall Cost:**

The Centre Group	\$101,602
MGT of America	\$146,125
Paradox Compensation Advisors	\$150,725
Evergreen Solutions, LLC	\$168,000
Public Sector Personnel Consultants, Inc.	\$185,000
Additional Options	\$7,500
CPS HR Consulting	\$249,000
Mercer HR Consulting	\$268,000
Segal Waters Consulting - The Segal Company	\$330,000

**Recommended Vendor(s):**

The contract will be awarded to Public Sector Personnel Consultants, Inc., in their best and final estimated amount of \$170,000 with additional options in the estimated amount of \$7,500 for a total estimated amount of \$177,500.

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I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

*Sharron Mason*

*June 4, 2015*

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Sharron Mason  
Sr. Buyer

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/27/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2015-151-B for Fire Station 9 Roof and Waterproofing Replacement to Tice Enterprises, Ltd., in the amount of \$99,950, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		10,788	159,200	0
Encumbered/Expended Amount		-10,788	-20,811	0
This Item		0	-99,950	0
BALANCE		0	38,439	0
<b>FUND(S):    CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Capital Reserve CIP. The replacement of the existing roof at Fire Station 9, in the amount of \$99,950, will leave a current year balance of \$38,439 available for future repair or replacement projects at City of Plano facilities.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing roofs and other building components that have reached the end of their life expectancy relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** June 18, 2015  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Fire Station 9 – Roof and Waterproofing Replacement – Bid #2015-151-B

I have reviewed the bids submitted for the Roof and Waterproofing Replacement at Fire Station 9. I recommend award to the lowest, responsive, responsible, bid submitted by Tice Enterprises, Ltd., in the amount of \$99,950.

Additional bids were submitted but deemed non-responsive due to not being credentialed by the roof materials manufacturer which results in the vendor not being able to provide the required roof warranty to meet the bid specifications. The bids that were submitted but deemed non-responsive are MOB Home Solutions, Inc., dba New View Roofing & Remodeling, for \$32,500, 911 Exteriors, for \$39,000, The Roof Titan LLC, dba Titan Contractors, for \$84,373.20, and Vincent's Roofing, Inc., for \$99,999.

The existing roof is at the projected end of its life expectancy and has deteriorated such that replacement is necessary to protect the contents inside the building from weather conditions.

The funding for the project is in Capital Reserve Account 54491.

Please contact me if you have any questions.

/liw

cc: Jim Razinha  
Paul Glenn  
Todd Luxem  
Matt Yager  
Earl Whitaker

# CITY OF PLANO

## BID NO. 2015-151-B FIRE STATION 9 ROOF AND WATERPROOFING REPLACEMENT BID RECAP

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**Bid Opening Date/Time:** June 2, 2015 @ 2:00 PM

**Number of Vendors Notified:** 1190

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

**Number of Non-Responsive Bids:** 4

**Number of Responsive Bids Submitted:** 1

Tice Enterprises, Ltd. \$99,950.00

**Recommended Vendor:**

Tice Enterprises, Ltd. \$99,950.00

*Michael Parrish*

June 18, 2015

\_\_\_\_\_  
Michael Parrish, Senior Buyer

\_\_\_\_\_  
Date



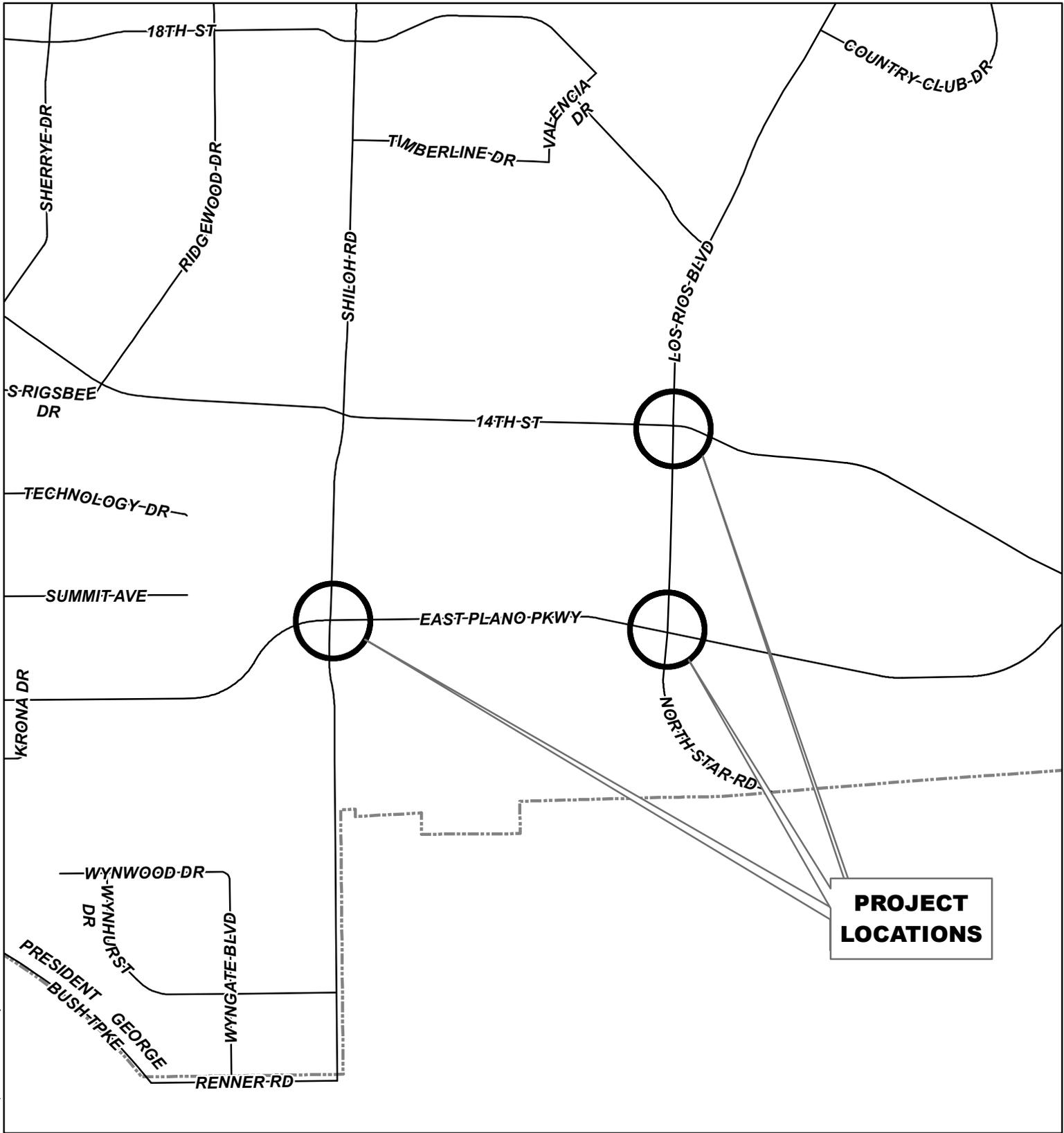
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/15			
Department:		Engineering			
Department Head:		Jack Carr, PE			
Agenda Coordinator (include phone #):			Kathleen Schonne(7198) <b>Project No. 5988</b>		
<b>CAPTION</b>					
Bid No. 2015-285-B for the Intersections Improvements – Plano Parkway & Los Rios Boulevard Project No. 5988, to Tiseo Paving Co. in the amount of \$2,288,199, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15; 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
	Budget	2,284	264,716	2,600,000	<b>2,867,000</b>
	Encumbered/Expended Amount	-2,284	-44,536	0	<b>-46,820</b>
	This Item	0	-220,000	-2,068,199	<b>-2,288,199</b>
	<b>BALANCE</b>	0	180	531,801	<b>531,981</b>
<b>FUND(S):    STREET IMPROVEMENTS CIP</b>					
<p><b>COMMENTS:</b> Funding for this item is partially available in the 2014-15 Street Improvements CIP and planning the 2015-16 Street Improvements CIP. Construction of intersection improvements at four intersections, in the amount of \$2,288,199 will leave a project balance of \$531,981 for future expenditures on this or other street improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Construction intersection improvements to enhance traffic flow relates to the City's Goals of a Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid of Tiseo Paving Co., in the amount of \$2,288,199.10 be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.					
The second lowest bidder is, McMahon Contracting,L.P. in the amount of \$2,695,538.81.					
The engineer's estimate was \$2,800,000.					
The purpose of this project is to add additional dedicated right turn lanes and double left turn lanes to 4 intersections:					
<ol style="list-style-type: none"> <li>1. Plano Parkway at Los Rios Boulevard.</li> <li>2. Plano Parkway at Shiloh Road.</li> <li>3. 14<sup>th</sup> Street at Los Rios Boulevard.</li> <li>4. Coit Road at Hedgcoxe Road; will also remove the "hump" for the east/west movement in this intersection.</li> </ol>					

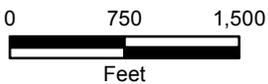


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map, Bid Summary	Other Departments, Boards, Commissions or Agencies N/A
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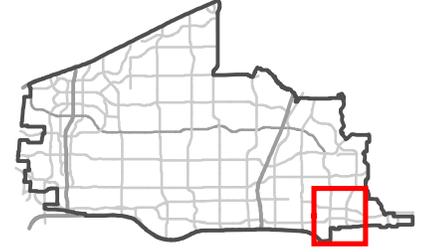


**Project Number 5988**  
**Intersection Improvements**  
**Plano Parkway and**  
**Los Rios Boulevard**  
**1 of 2**

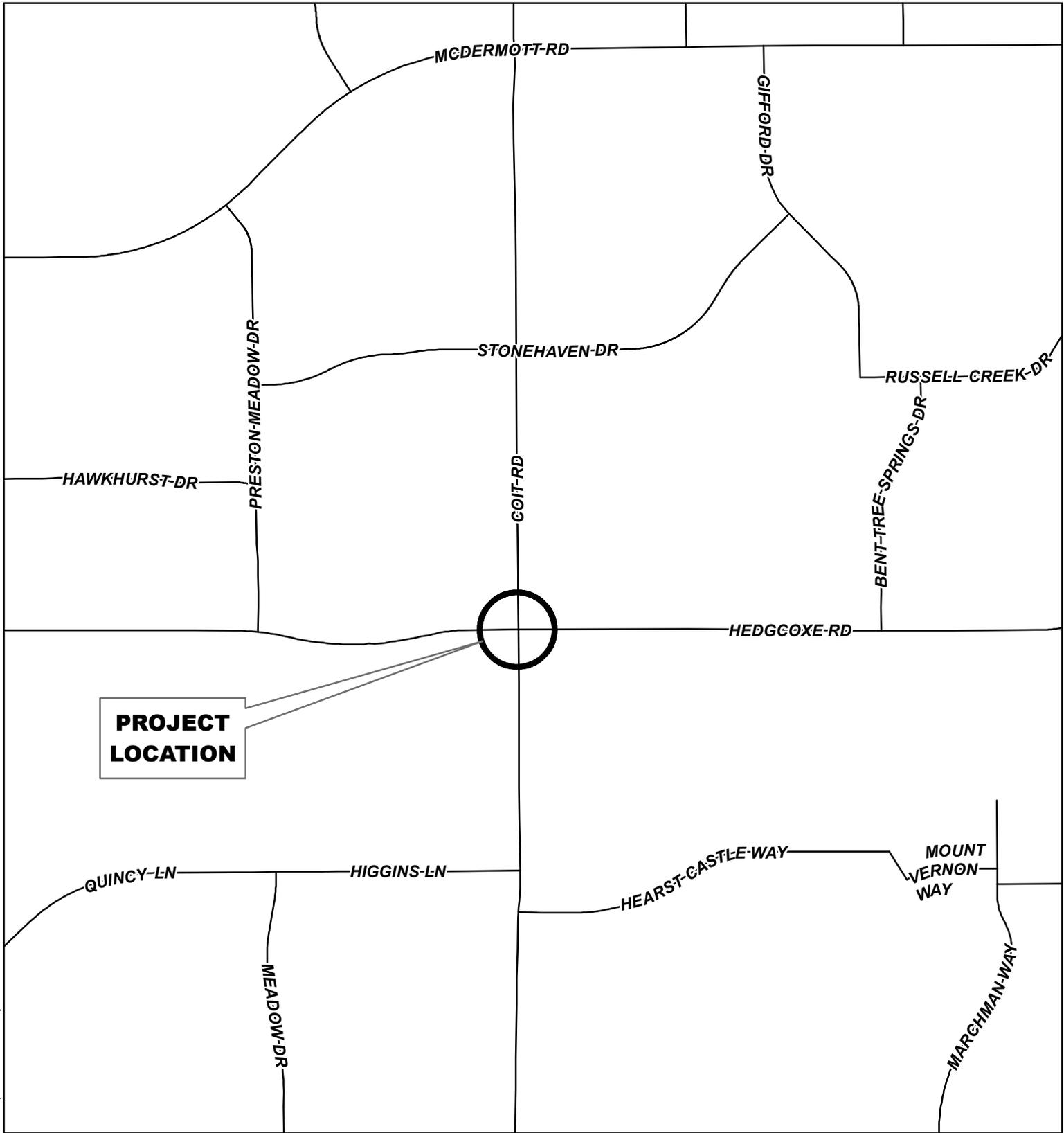


City of Plano GIS Division  
 July, 2015

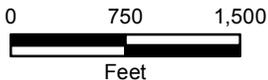
**Project Location**



georgetown\Projects\Engineering\Locator\maps\07-16-2015\_Intersection Improvement\Plano Pkwy & Los Rios Blvd - 1.mxd



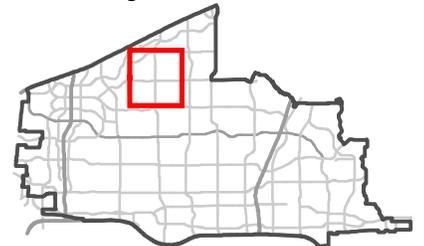
**PROJECT  
LOCATION**



City of Plano GIS Division  
July, 2015

**Project Number 5988  
Intersection Improvements  
Plano Parkway and  
Los Rios Boulevard  
2 of 2**

**Project Location**



# CITY OF PLANO

**Bid No. 2015-285-B**

**Intersection Improvements – Plano Parkway and Los Rios Boulevard  
– Project No. 5988**

## **Bid Recap**

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**Bid opening Date/Time:** June 19, 2015 @ 3:00 PM

**Number of Vendors Notified:** 5,449

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Tiseo Paving, Co.	\$2,288,199.10
McMahon Contracting, L.P.	\$2,695,538.81
Lone Star Civil Construction, Inc.	\$3,194,000.00
Pavecon Public Works, L.P.	\$3,383,465.46

**Recommended Vendor(s):**  
Tiseo Paving, Co. \$2,288,199.10

*Corey Isaacs*  
\_\_\_\_\_  
Corey Isaacs, Buyer II

June 23, 2015  
\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>					
<b>CAPTION</b>					
Bid No. 2015-243-C for one (1) year contract with three (3) one-year City optional renewals, for Preformed Thermoplastic Pavement Markings and Sealer for the Public Works Department to Flint Trading, Inc. in the estimated annual amount of \$114,697, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15 thru 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	215,192	433,787	<b>648,979</b>
Encumbered/Expended Amount		0	-47,271	0	<b>-47,271</b>
This Item		0	-25,000	-433,787	<b>-458,787</b>
BALANCE		0	142,921	0	<b>142,921</b>
<b>FUND(s):    GENERAL FUND</b>					
<b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Signs & Markings Cost Center based on need within approved budget appropriations for each year of the contract. The estimated amount to be spent from this contract in FY 2014-15 is \$25,000; and \$114,697 each year in FY 2015-16 thru FY 2017-18 and \$89,697 for FY 2018-19. The balance of current year funds will be used for other operating expenditures in Signs & Markings.					
<b>STRATEGIC PLAN GOAL:</b> Providing pavement markings relates to the City's Goal of Safe Large City.					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** June 26, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Robert Moore, Traffic Operations Superintendent  
**Subject:** **Preformed Thermoplastic Pavement Markings and Sealer (Bid No. 2015-243-C)**

The Public Works Staff recommends awarding this contract to Flint Trading, Inc. for Preformed Thermoplastic Pavement Markings and Sealer.

The lowest bidder, Swarco Industries LLC, did not meet the bid specifications. Swarco Industries LLC's Technical Product Information Sheet require the pre-heated method to apply the Preformed Thermoplastic. The City's specification for Thermoplastic Pavement Markings requires the material must be able to be applied without pre-heating of the pavement to a specific temperature.

The lowest responsive, responsible bidder is Flint Trading, Inc.

The estimated annual expenditure for this project is \$114,696.87.

If this contract is not awarded by City Council, dangerous public safety issues will be created for drivers and pedestrians traveling throughout the City of Plano due to lack of road lane dividing markers, stop bars and pedestrian crossing markings.

Please let me know if you have questions regarding our recommendations.

xc: David Falls, Public Works Operations Manager

**CITY OF PLANO**  
**BID NO. 2015-243-C**  
**Preformed Thermoplastic Pavement Markings and Sealer**  
**BID RECAP**

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**Bid opening Date/Time:** June 15, 2015 @ 3:00 pm

**Number of Vendors Notified:** 557

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

**Bids Evaluated Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 4

Flint Trading, Inc.	\$114,696.87
Centerline Supply, LTD.	\$146,264.94
Dura products Industries LLC	\$165,615.00
Pathmark Traffic Products of Texas, Inc.	\$214,180.00

**Recommended Vendor:**

Flint Trading, Inc.	\$114,696.87
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*Nancy Corwin*

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Nancy Corwin  
Buyer

*June 15, 2015*

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

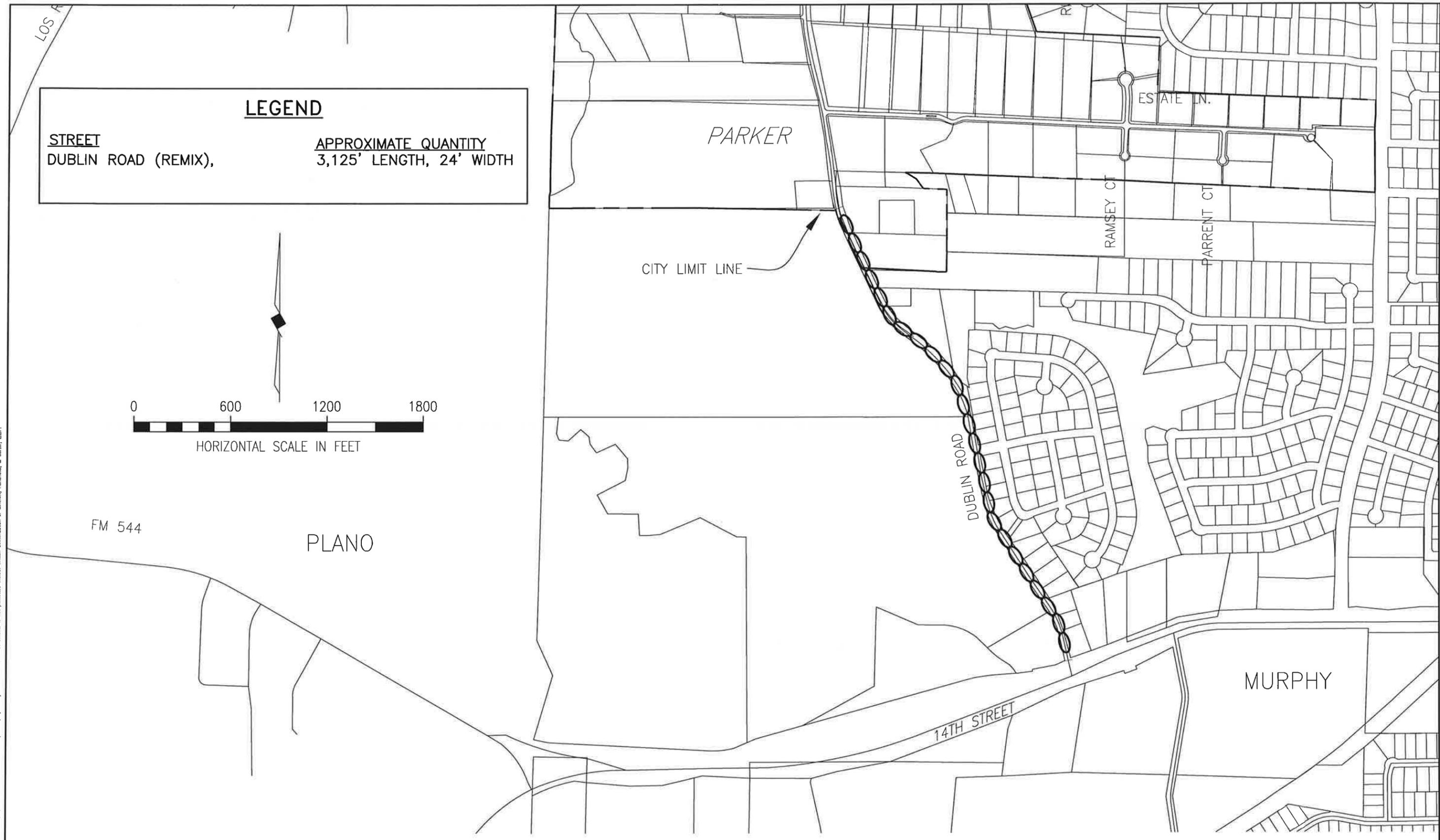
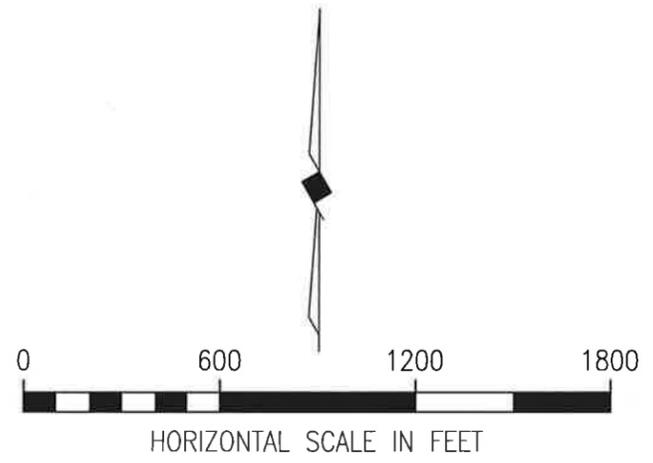
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/27/2015		
Department:		Public Works/David Falls		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): <b>Shawn Breen (972-769-4193)</b>				
<b>CAPTION</b>				
Bid No. 2015-322-B, for the Dublin Road Rehabilitation Project No. 6619, for Public Works to Advanced Paving Acquisition, LTD., in the amount of \$193,340 and authorizing the City Manager or his authorized designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	220,000	0	<b>220,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-193,340	0	<b>-193,340</b>
BALANCE	0	26,660	0	<b>26,660</b>
<b>FUND(S):</b> STREET IMPROVEMENTS CIP				
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Street Improvements CIP. Asphalt paving on Dublin Road, in the amount of \$193,340, will leave a current year balance of \$26,660 available for future expenditures on this project or other street improvements.</p> <p>STRATEGIC PLAN GOAL: Paving city streets to meet interlocal agreements with neighboring entities and eventually transfer ownership to those entities to avoid future expenditures and clarify emergency response responsibilities relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
Public Works recommends the bid for the Dublin Road Rehabilitation Contract to Advanced Paving Acquisition, LTD., in the amount of \$193,339.50, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the repair of 9,030 SY of asphalt paving on Dublin Road from 14 <sup>th</sup> Street to the City Limit Line.				
Engineer's estimate for this project is \$200,000.				
<a href="https://www.google.com/maps/place/Plano,+TX+75094/@33.0135724,-96.6327502,17z/data=!4m2!3m1!1s0x864c1b99eea79b79:0x65351f7631659ba1">https://www.google.com/maps/place/Plano,+TX+75094/@33.0135724,-96.6327502,17z/data=!4m2!3m1!1s0x864c1b99eea79b79:0x65351f7631659ba1</a>				
List of Supporting Documents: Location Map; Bid Recap			Other Departments, Boards, Commissions or Agencies	

These plans and related specifications were prepared for construction of this specific project only. Review of these documents is not permitted without written authorization of Birkhoff, Hendricks, & Carter, L.L.P.

**LEGEND**

STREET  
DUBLIN ROAD (REMIX),

APPROXIMATE QUANTITY  
3,125' LENGTH, 24' WIDTH




**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
 PROFESSIONAL ENGINEERS  
 TBPE Firm No. 526; TBPLS Firm No. 10031800  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243 (214) 361-7900



**CITY PLANO, TEXAS**  
**DUBLIN ROAD REHABILITATION**

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LOCATION MAP

BHC PROJECT NO. 2015125	SHEET NO.  <b>1</b>
JUNE, 2015	

# CITY OF PLANO

**BID NO. 2015-322-B**  
**Dublin Road Rehabilitation Project No. 6619**  
**Bid Recap**

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**Bid opening Date/Time:** June 26, 2015 @ 1:30PM

**Number of Vendors Notified:** 1628

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

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

**Number of Bids Submitted:** 2

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Advanced Paving Acquisition, LTD.	\$193,339.50
Pavecon Public Works, LP	\$203,072.45

**Recommended Vendor(s):**

Advanced Paving Acquisition, LTD.	\$193,339.50
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*Nancy Corwin*

June 26, 2015

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/2015			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>					
<b>CAPTION</b>					
Bid No. 2015-249-C for one (1) year contract for Water and Wastewater Pumping Facility Maintenance for the Public Works Department to Legacy Contracting, LP dba Control Specialist Services, LP in the estimated annual amount of \$450,000, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		380,713	750,000	500,000	<b>1,630,713</b>
Encumbered/Expended Amount		-380,713	-663,415	0	<b>-1,044,128</b>
This Item		0	-100,000	-350,000	<b>-450,000</b>
BALANCE		0	-13,415	150,000	<b>136,585</b>
<b>FUND(S): CAPITAL RESERVE FUND</b>					
<b>COMMENTS:</b> Funding is partially available for this item in the 2014-15 Capital Reserve CIP and expected in the 2015-16 CIP. This annual water and wastewater pumping facilities contract, in the total amount of \$450,000, will leave an ending project balance of \$136,585 available for future expenditures related to pump station rehabilitation in 2015-16.					
<b>STRATEGIC PLAN GOAL:</b> Obtaining maintenance services through an annual contract relates to the City's goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** July 7, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Robbie Carpenter, Pumping Facilities Superintendent  
**Subject:** **Water and Wastewater Pumping Facilities Maintenance (Bid No. 2015-249-C)**

The Public Works Staff recommends awarding this contract to Legacy Contracting, LP dba Control Specialist Services, LP for Water and Wastewater Pumping Facilities Maintenance.

Legacy Contracting, LP dba Control Specialist Services, LP is the only bidder that submitted a bid. The Public Works staff determined that this bid meets the objectives given for pumping facilities maintenance. The contract will be awarded for one year. The estimated annual expenditure for this project is \$450,000.

If this contract is not awarded by City Council, dangerous public safety issues will be created because of the water and wastewater pumping facilities not being properly maintained.

Please let me know if you have questions regarding our recommendations.

xc: David Falls, Public Works Operations Manager

**CITY OF PLANO**

**BID NO. 2015-249-C  
Water and Wastewater Pumping Facility Maintenance**

**BID RECAP**

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**Bid opening Date/Time:** June 3, 2015 @ 3:30 pm

**Number of Vendors Notified:** 1183

**Vendors Submitting "No Bids":** 1

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

**Number of Bids Submitted Responsive to Bid:** 1

Legacy Contracting, LP dba Control Specialist Services, LP \$450,000.00

**Recommended Vendor:**

Legacy Contracting, LP dba Control Specialist Services, LP \$450,000.00

*Nancy Corwin*

*June 3, 2015*

\_\_\_\_\_  
Nancy Corwin  
Buyer II

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/2015			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Shawn Breen (972-769-4193)</b>					
<b>CAPTION</b>					
Bid No. 2015-325-P, for the Residential and Arterial Concrete Pavement Under-Sealing Contract, with two (2) City optional renewals, Project 6612 for Public Works to Nortex Concrete Lift & Stabilization, Inc., in the amount of \$1,932,000 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16, 2016-17, 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		1,993,049	1,722,000	7,000,000	<b>10,715,049</b>
Encumbered/Expended Amount		-1,993,049	-1,359,245	0	<b>-3,352,294</b>
This Item		0	-161,000	-5,635,000	<b>-5,796,000</b>
BALANCE		0	201,755	1,365,000	<b>1,566,755</b>
<b>FUND(S):</b> CAPITAL RESERVE FUND					
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Capital Reserve CIP and is anticipated in future years. Residential and arterial concrete under-sealing, in the amount of \$1,932,000 annually with two optional renewals, will leave a current year balance of \$201,755 available for future expenditures related to street repairs in Plano. Future year expenditures will occur within Council approved appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining concrete under-sealing for Plano's residential and arterial streets relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
Public Works recommends the bid for the Residential and Arterial Concrete Pavement Under-Sealing Project to Nortex Concrete Lift & Stabilization, Inc., in the amount of \$1,932,000.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project involves the repair of 525,000 pounds of Residential and Arterial concrete under-sealing in various locations throughout the City of Plano.					
Public Works estimate for this project is \$1,942,500.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Recap					

# CITY OF PLANO

**BID NO. 2015-325-P**  
**Residential and Arterial Concrete Pavement Under-Sealing Contract**  
**Project No. 6612**

## Bid Recap

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**Bid opening Date/Time:** July 7, 2015 @ 1:30PM

**Number of Vendors Notified:**1404

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

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

**Number of Bids Submitted:** 2

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>
Nortex Concrete Lift & Stabilization, Inc.	\$1,932,000.00
Total Highway Maintenance, LTD	\$2,306,250.00

**Recommended Vendor(s):**

Nortex Concrete Lift & Stabilization, Inc.	\$1,932,000.00
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*Nancy Corwin*

July 7, 2015

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Nancy Corwin, Buyer

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		July 27, 2015			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext:7539</b>					
<b>CAPTION</b>					
Bid No. 2015-316-B for a one (1) year contract for the purchase of Manhole Rings and Covers for Inventory Control & Asset Disposal (ICAD) to Texas Water Products, Inc., in the estimated annual amount of \$161,250, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15 thru 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	1,138,543	80,625	<b>1,219,168</b>
Encumbered/Expended Amount		0	-825,957	0	<b>-825,957</b>
This Item		0	-80,625	-80,625	<b>-161,250</b>
BALANCE		0	231,961	0	<b>231,961</b>
<b>FUND(s):    WAREHOUSE</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Inventory Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2014-15 is \$80,625. The estimated future amount is \$80,625, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Manhole Rings and Lids for Warehouse Inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See attached recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
Bid Recap					



# Memorandum

**Date:** July 6, 2015  
**To:** Teresa Shelstad, Purchasing Buyer  
**From:** Josh Mathewes, Inventory Control /Asset Disposal Supervisor  
**Subject:** Recommendation of Award of Bid #2015-316-B Manhole Rings and Covers

It is the recommendation from Inventory Control/ Asset Disposal (ICAD) and Public Works Utility Operations Department to award Bid #2015-316-B for Manhole Rings and Covers to Texas Water Products, Inc.

Texas Water Products, Inc. provided the lowest bid that met specifications.

Total estimated expenditure for this contract is \$161,250.

Failure to award this bid could result in extended lead times, higher procurement costs and the inability to provide inventory in an emergency or maintenance situation.

The specifics of this bid are on file with the Purchasing Division.

Josh Mathewes  
Inventory Control/Asset Disposal  
Supervisor

**CITY OF PLANO**

**BID NO. 2015-316-B  
Manhole Rings and Covers**

**BID RECAP**

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**Bid opening Date/Time:** June 26, 2015 @ 3:00pm

**Number of Vendors Notified:** 1387

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

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

**Number of Bids Submitted Responsive to Bid:** 3

Texas Water Products, Inc. \$161,250.00

Fortiline \$162,000.00

Ferguson \$164,000.00

**Recommended Vendors:**

Texas Water Products, Inc. \$161,250.00

*Teresa Shelstad*

July 7, 2015

\_\_\_\_\_  
Teresa Shelstad  
Buyer I

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/27/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
To approve the purchase of Audio Visual Equipment for the Oak Point Park Nature and Retreat Center in the amount of \$104,059 from Videotex Systems, Inc., through an existing contract and authorizing the City Manager to execute all necessary documents (BuyBoard Contract No. 482-15).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		1,057,296	3,156,910	0
Encumbered/Expended Amount		-1,057,296	-1,796,151	0
This Item		0	-104,059	0
BALANCE		0	1,256,700	0
<b>FUND(S):    PARK IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Park Improvements CIP. Audio Visual equipment for the Oak Point Park Nature and Retreat Center, in the amount of \$104,059, will leave a current year balance of \$1,256,700 available for future expenditures related to the development of Oak Point Park and Nature Preserve.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining audio visual equipment to outfit the new Nature and Retreat Center facility relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
Per Recommendation Memo.				
<p>The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 482-15, City of Plano Contract No. 2015-361-O).</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, Bid Recap				



# Memorandum

**Date:** July 9, 2015  
**To:** Michael Parrish, Sr. Buyer  
**From:** Paul Kunze, Senior Facilities Construction Coordinator  
**Subject:** Audio Visual Equipment for Oak Point Park Nature & Retreat Center

I have reviewed the proposals for the design and installation of the Audio Visual Equipment for the Oak Point Park Nature and Retreat Center. Proposals were received from four different Cooperative Purchasing Vendors from Buyboard. I recommend award to the apparent, lowest, responsive, responsible, proposal provided by Videotex Systems, Inc., for \$104,058.52. Additional proposals were received from Schoolhouse Audio Visual, for \$109,388.10, Summit Integration Systems, for \$128,487.25, and Ford AV, for \$134,884.00.

This equipment is needed to support the business function of the new facility at Oak Point Park Nature and Retreat Center.

The funding for the project is budgeted for in the 2009 Oak Point Park Development Account # 32 22262.

Please contact me if you have any questions.

A handwritten signature in blue ink, appearing to read "P.V. Kunze III".

Paul V Kunze III  
Senior Facilities Construction Coordinator

cc: Jim Razinha  
Matt Yager  
Robin Reeves  
Richard Medlen

# CITY OF PLANO

## BID NO. 2015-361-O AUDIO VISUAL EQUIPMENT FOR OAK POINT NATURE & RETREAT CENTER BID RECAP

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<b><u>Bid Opening Date/Time:</u></b>	N/A
<b><u>Number of Vendors Notified:</u></b>	4
<b><u>Vendors Submitting "No Bids":</u></b>	0
<b><u>Number of Non-Responsive Bids:</u></b>	0
<b><u>Number of Responsive Bids Submitted:</u></b>	4
Videotex Systems, Inc.	\$104,058.52
Schoolhouse Audio Visual	\$109,388.10
Summit Integration Systems	\$128,487.25
Ford Audio-Video	\$134,884.00

**Recommended Vendor:**

Videotex Systems, Inc.	\$104,058.52
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*Michael Parrish*

July 16, 2015

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Michael Parrish, Senior Buyer

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:		Parks & Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext: 7539</b>				
<b>CAPTION</b>				
To approve the purchase of strength equipment for the Tom Muehlenbeck Recreation Center in the amount of \$61,260 from Marathon Fitness through an existing contract/agreement with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	350,000	0	<b>350,000</b>
Encumbered/Expended Amount	0	-227,672	0	<b>-227,672</b>
This Item	0	-61,260	0	<b>-61,260</b>
BALANCE	0	61,068	0	<b>61,068</b>
<b>FUND(s):</b> RECREATION EQUIPMENT REPLACEMENT FUND				
<p><b>COMMENTS:</b> Funds are available in the FY 2014-15 Recreation Equipment Replacement Fund for the purchase of fitness equipment that has reached the end of its useful life.</p> <p><b>STRATEGIC PLAN GOAL:</b> Periodic replacement of fitness equipment at Plano recreation facilities relates to the City's Goals of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				
Cooperative Quote Recap				

**Date:** June 17, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**Copy:** Colette Hall, Recreation Services Manager; Amy Fortenberry, Parks & Recreation Director  
**From:** Ron Smith, Recreation Superintendent  
**Subject:** Replacement of Strength Equipment at Tom Muehlenbeck Center

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Due to heavy use, the time has come to replace the original strength equipment at the Tom Muehlenbeck Recreation Center, purchased in 2007. In compliance with Purchasing guidelines, the Department obtained the following quotes from leading suppliers:

- |  |          |
|--|----------|
| • Fitness in Motion ( <i>Matrix</i> brand equipment) | \$47,939 |
| • Marathon Fitness ( <i>Precor</i> brand equipment)  | \$61,260 |
| • Comm Fit ( <i>Cybex</i> brand equipment)           | \$70,767 |

The Department's recommendation is to replace the original and outdated *Cybex* equipment with the new line of *Precor* equipment. The *Precor* line is approximately \$9,000 lower than the competing *Cybex* line. Though the *Matrix* line is \$13,000 cheaper, justification to go with *Precor* over the *Matrix* brand includes:

- The *Precor* line of machines specified in the quote is designed for high traffic, high use facilities, like the Tom Muehlenbeck Center; the "Versa" line of *Matrix* machines is not designed for heavy use, and may compromise equipment longevity.
- According to Departmental staff at the Liberty and Carpenter facilities (where *Matrix* equipment was used previously), the *Precor* repairs/replacement parts process is superior and timelier than *Matrix* translating to less down time and happier patrons.
- The *Precor* line is manufactured in a LEEDS qualified and ISO certified factory. *Precor* machines leave the factory in one piece, fully tested and welded in place, lending to higher stability and less maintenance over time. *Matrix* machines are packaged and shipped with "assembly required," including numerous bolt-together frame parts, compromising stability over time.
- *Precor* machines are smaller by comparison to the *Matrix* machines, allowing for better use of valuable floor space and accommodating more patrons. For example the *Matrix* Converging Chest Press is 57.6" wide vs the *Precor* at 49" wide. The *Matrix* Bicep Curl is 62.8" wide vs the *Precor* at 44" wide.
- *Precor's* instructional placards reflect the growing number of non-English speaking users visiting our facilities. There are no words requiring translation on the placards - just large picture and schematics, making for a user-friendly experience. There is a QR code on the placard for users that need instruction to easily watch a tutorial on the use of the machine. *Matrix* does not have this feature.
- *Precor* machine's do not add superfluous displays or counters, thus keeping a traditional "strength equipment" look, feel and function; The *Matrix* units utilize separate, battery-operated "rep counter" displays, not hard-wired into the power supply of the unit, thus creating a secondary source of maintenance apart from the machine itself.

The funds for this purchase are available through the Department's Equipment Replacement Fund, 071-904-8416, which was set up in 2009 for the purpose of replacing fitness equipment on a consistent basis. This fund's revenue comes directly from a portion of each membership sold. Should the department not be able to purchase this equipment, a drop in membership sales would occur, likely resulting in a significant increase in General Fund subsidies.

**CITY OF PLANO**  
**SOLICITATION NO. 2015-304-O**  
**Replacement of Strength Equipment at Tom Muehlenbeck Recreation Center**  
**COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 3

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

**Quotes Deemed Nonresponsive:** 0

**Number of Responsive Quotes Submitted:** 3

Fitness In Motion: Matrix brand equipment quoted  
BuyBoard Contract: 413-12 \$47,939

Marathon Fitness: Precor equipment quoted  
BuyBoard Contract: 413-12 \$61,260

Comm Fit: Cybex brand equipment quoted  
BuyBoard Contract: 413-12 \$70,767

**Recommended Cooperative Quote (Parks & Recreation recommendation attached):**

Marathon Fitness: Precor equipment quoted  
BuyBoard Contract: 413-12 \$61,260

*Teresa Shelstad*

*July 8, 2015*

\_\_\_\_\_  
Teresa Shelstad  
Buyer I

\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/2015			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
To approve the purchase of Adobe software products for multiple departments in the estimated annual amount of \$39,945 for a three year period for a total estimated amount of \$119,835 from CDW Government, LLC through an existing State of Texas Department of Information Services contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-2504)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16, 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	3,304,208	79,890	<b>3,384,098</b>
Encumbered/Expended Amount		0	-3,001,741	0	<b>-3,001,741</b>
This Item		0	-39,945	-79,890	<b>-119,835</b>
BALANCE		0	262,522	0	<b>262,522</b>
<b>FUND(S):    TECHNOLOGY SERVICES FUND</b>					
<b>COMMENTS:</b> Funds are available in the 2014-15 Technology Services budget and are anticipated in future year budgets for this item. Entering into an enterprise agreement for Adobe software licensing, in the total amount of \$119,835 over three years, will leave a current year balance of \$262,522 available for agreements with other software vendors. Future year expenditures will occur within City Council approved appropriations.					
<b>STRATEGIC PLAN GOAL:</b> Obtaining an agreement for the City of Plano to utilize Adobe software for core business functions relates to the City's goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-2504)					
Per the recommendation memorandum.					
List of Supporting Documents: Recommendation Memorandum			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** June 30, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** David Stephens, Chief Information Officer  
**Subject:** Enterprise Agreement for Adobe software products

Technology Services recommends entering into an enterprise agreement for Adobe software licensing. This enterprise agreement would allow the City of Plano to maintain compliance with software versions and licensing terms for all the Adobe software products used by the City of Plano staff. The ability to have a centralized repository for all Adobe licensing is strongly recommended.

Adobe uses a reseller/channel partner approach to provide their enterprise agreements. Under the State of Texas Department of Information Resources contracts, there are several vendors authorized to resell these licensing services. Technology Services contacted them and selected CDW Government, LLC, as the lowest cost provider for the Adobe software licensing under their DIR-SDD-2504 contract.

By consolidating all the Adobe software licensing and support into one contract, the City of Plano will receive lower licensing and support costs. Adobe is migrating towards a subscription-based model for user licensing and this enterprise agreement will facilitate moving software between users in the City and provide uniform support expectations. By incorporating the user based licensing into the EA, Plano will be able to re-allocate licenses as necessary when employees change positions or do not need specific software.

The cost for the Adobe software enterprise agreement is \$39,945 in year one and is estimated at the same rate for years two and three. The only change would be if additional licenses were purchased in years two and three, then that support cost would increase accordingly. The estimated three-year total for the Adobe software enterprise agreement is \$119,835.

This enterprise agreement would provide software support for almost 350 licenses of Adobe Standard and Professional, Adobe Photoshop, Adobe Design and Adobe Creative Cloud and Design-Web Premium. Every department throughout the City uses these products and the Libraries provide the Adobe Creative Cloud products to their patrons.

If Technology Services were not able to provide this enterprise agreement, the City would have to pay for additional licenses when looking to upgrade the current versions of software. The support provided by Adobe would be charged at a higher rate for an as-used basis or it could be significantly higher if purchased separately.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/15			
Department:		Engineering			
Department Head:		Jack Carr, PE			
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6523</b>	
<b>CAPTION</b>					
To approve a Professional Services Agreement by and between the City of Plano and Teague Nall & Perkins, Inc., in the amount of \$204,000, for the Maumelle Drive and Daybreak Trail Paving and Water Improvements project; and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15; 2015-16; 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	240,000	1,200,000	<b>1,440,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-54,000	-150,000	<b>-204,000</b>
BALANCE		<b>0</b>	<b>186,000</b>	<b>1,050,000</b>	<b>1,236,000</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>					
<p><b>COMMENTS:</b> Funding is available in the 2014-15 Street Improvements CIP for this item. Professional engineering services for the design and construction of street improvements, in the amount of \$204,000, will leave a combined project balance of \$1,236,000 for future expenditures related to the Maumelle Drive and Daybreak Trail Paving and Water Improvements project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional engineering services for street improvement projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
This project includes professional engineering services necessary for the design and construction of improvements on the following streets as indicated:					
<ol style="list-style-type: none"> <li>1. Maumelle Drive – Approximately 70 feet north of Thornclyff Trail to approximately 200 feet west of Independence Parkway (800 foot length) – Replace the existing 8-inch water line and street reconstruction.</li> <li>2. Daybreak Trail – West Park Boulevard to Midnight Drive (1,600 foot length) – Replace the existing 8-inch water line and street reconstruction.</li> </ol>					
The engineering firm, Teague Nall & Perkins, Inc., was deemed most qualified based upon their SF330 submission and presentation.					



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

The contract fee is for \$204,700.00 and is detailed as follows:

**Basic Services**

1.	Research and Data Collection		
	a. General Information Gathering	\$	3,900.00
	b. Geotechnical Investigation	\$	6,900.00
	c. Environmental Investigation/Jurisdictional Delineation	\$	4,400.00
2.	Design Survey	\$	33,600.00
3.	Right of Way and Easements Requirements	\$	1,300.00
4.	Preliminary Design, including Drainage Study	\$	84,000.00
5.	Final Design	\$	42,800.00
6.	Bid Phase	\$	7,800.00
7.	Construction Administration	\$	11,500.00
8.	Construction Control Survey	\$	3,700.00
	<b>Total Basic Fee</b>	<b>\$</b>	<b>199,900.00</b>

**Special Services**

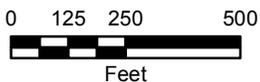
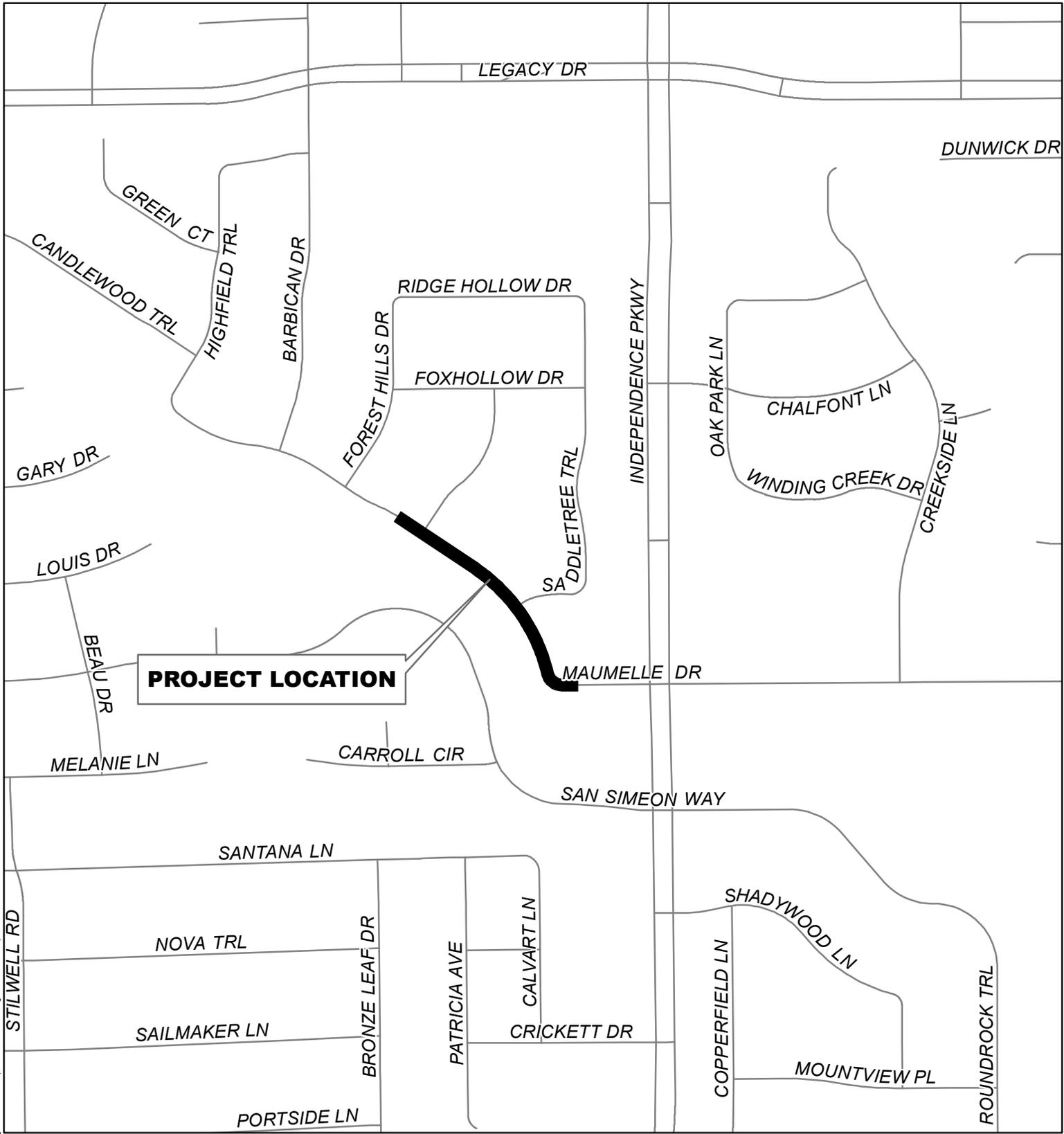
9.	Special Services		
	a. Right-of-Way Document (1@ \$1,200/ each)	\$	1,200.00
	b. Temporary Easement Documents (2@ \$1,200/ each)	\$	2,400.00
	c. Permanent Easement Document (1@ \$1,200/ each)	\$	1,200.00
	<b>Total Special Services</b>	<b>\$</b>	<b>4,800.00</b>

**TOTAL FEE   \$   204,700.00**

Staff believes this to be a reasonable fee based on the project estimated cost of \$1,500,000.00.

List of Supporting Documents:  
Location Maps, Agreement

Other Departments, Boards, Commissions or Agencies  
N/A

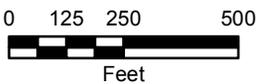


City of Plano GIS Division  
July, 2015

**Maumelle Dr and Daybreak Trl  
Paving and Water Improvements  
Project No. 6523  
1 of 2**

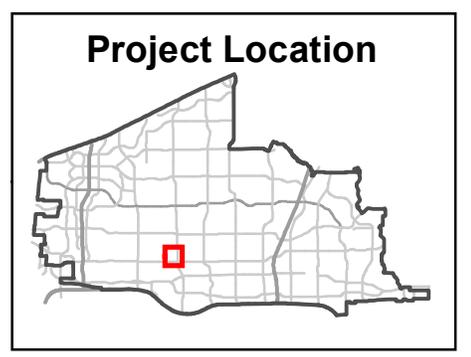
**Project Location**





City of Plano GIS Division  
July, 2015

**Maumelle Dr and Daybreak Trl  
Paving and Water Improvements  
Project No. 6523  
2 of 2**



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**MAUMELLE DRIVE AND DAYBREAK TRAIL  
PAVING AND WATER IMPROVEMENTS**

**PROJECT NO. 6523**

**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 **TEAGUE NALL AND PERKINS, INC.**, a **TEXAS "S"** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

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

**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 **MAUMELLE DRIVE AND DAYBREAK TRAIL PAVING AND WATER IMPROVEMENTS** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVES OR ANY OTHER ENTITY OVER WHICH THE ENGINEER**

EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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, Suite 250  
Attn: James Caswell, PE  
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:

Teague Nall and Perkins, Inc.  
Attn: Chris Schmitt, PE – Principal  
17304 Preston Road, Suite 1340  
Dallas, TX 75252

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.

**TEAGUE NALL AND PERKINS, INC.**  
A Texas "S" Corporation

*Michael G. Demotte, P.E.*  
BY: Michael G. Demotte, P.E.  
for Chris Schmitt, PE  
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 7<sup>th</sup> day of July, 2015, by **CHRIS SCHMITT, PE, Principal, of Teague Nail and Perkins, Inc., a Texas "S" corporation**, on behalf of said corporation.

*Michael E. Demoth, P.E. For*

*Cameron Osborne*  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN     §



This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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  
SCOPE OF SERVICES  
MAUMELLE DRIVE AND DAYBREAK TRAIL  
PAVING AND WATER IMPROVEMENTS  
PROJECT NUMBER 6523  
CIP NUMBER 31465**

**PROJECT DESCRIPTION:**

Reconstruction of existing street, sidewalks and drive approaches for Daybreak Trail – West Park Boulevard to Midnight Drive (approximately 1,600 linear feet) including replacing 8-inch water line; Maumelle Drive – approximately 70 linear feet north of Thorncliff Trail to approximately 200 linear feet west of Independence Parkway (approximately 800 linear feet) including replacing of 8-inch water line. Hike/Bike trail adjacent to Maumelle will be replaced where on back of curb. Drainage will evaluate current storm drain system for potential upsizing only within the limits of the street design replacement. Drainage study will not include creek adjacent to Maumelle Drive. Survey will extend 100 feet up all side streets.

Existing erosion around concrete flume/headwall and opposite of barrier free ramp (opposite of Thorncliff) adjacent to Maumelle Drive, and existing erosion around outfall on west side of creek north of Thorncliff, to be addressed as determined by consultant. Survey should include necessary area to address erosion at outfalls. This evaluation is limited to the areas immediately surrounding the existing outfalls.

Maumelle -Water in Valve Stacks and Saturated/ Failing Subgrade – Water comes out of the water valve stacks when it rains. Also, the subgrade is apparently saturated and is failing. The consultant shall recommend a solution to these problems.

Daybreak Storm Drain – Storm drain exhibits trench line failure. The consultant shall recommend a solution to this problem.

**BASIC SERVICES:**

**A. Design Standards**

1. This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

NCTCOG Standard Specifications for Public Works Construction  
–Third Edition -1998

Special Provisions to Standard Specifications for Public Works  
Construction - 1997

Sample Plan Set

Parks Department Standard Details for Landscaping and  
Irrigation

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

#### **B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Perform geotechnical investigation as recommended by consultant to assist in evaluation of groundwater issues and potential slope stability issues along creek/in outfall area on Maumelle Drive that may be contributing to pavement failure. Geotechnical investigation for pavement investigation/recommendations will be limited to three (3) borings to a depth of 8 feet below grade, and geotechnical investigation for Spring Creek Bank Erosion will be limited to one (1) boring to a depth of 25 to 30 feet below grade.
4. Perform limited environmental investigation to determine/delineate jurisdictional waters as relates to potential US Army Corps of Engineers permitting (may be required for slope stabilization work along channel). Investigation will include one (1) site visit and field evaluation of vegetation, soils, and hydrology in accordance with Corps of Engineers guidance. Length of channel to be investigated shall not exceed 300 feet.

#### **C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be shown and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.). Franchise utilities shall be

- located by the utility or Dig Tess, and field markings (e.g. paint, flagging) will be picked up by survey. For Maumelle, this shall cover the creek area.
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design and 20' beyond the apparent right-of-way. For Maumelle, this shall cover the creek area.
  5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all driveways or other critical locations. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan sets. For Maumelle, this shall cover the creek area.
  6. When underground utilities are exposed by City, tie to project control baseline. For the purposes of this contract, no Level A or B SUE is to be provided by the Consultant. Consultant will endeavor to locate City utilities using a level of effort/detail equivalent to SUE Level C and D. This information will be incorporated into our base design files – no separate signed and sealed SUE sheets will be provided.
  7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

**D. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

**E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet with sheet by sheet quantity breakdown.
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets, Scale 1"= 20' (scale may be reduced with approval)
  - Paving plan & profile sheets for street improvements. Scale 1"= 20' H; 1"=5' V.
  - Drainage area maps for street improvements. Scale 1"= 100'. These are required for inclusion if improvements are proposed as a result of the aforementioned drainage study.
  - Storm drain improvement plan & profile sheets. Scale 1"= 20'; 1"=5' V. Required for inclusion if determined to be needed as a result of the aforementioned drainage study.
  - Water line replacement sheets. Scale 1"= 20' Waterline profiles are not required for lines 8" and smaller. Water lines must be shown in profile

where conflicts exist (for example at crossing points with storm drain or sanitary sewer)

- Streambank Stabilization/Outfall Erosion Repair plan and detail sheets as determined necessary by consultant.
- SWPPP/Erosion Control sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
- SWPPP Narrative sheet
- Existing and proposed buttoning and signage plan sheets. Scale 1"= 40'.
- Cross-sections. Scale 1"=20' H; 1"= 2'V.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

3. On rehabilitation projects, verify that the existing streetlights meet our coverage requirements. This involves checking all intersections to be sure a street light is present. If other areas are noted where lighting appears to be needed as well they shall be noted. All residential street lighting is direct bury by Oncor Electric, so no foundations or lighting installation is required to be part of the construction contract; services to be provided by Consultant are limited to providing recommendations for any additional lighting deemed necessary by Consultant.
4. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities. Consultant's effort shall be consistent with SUE Level C/D (no separate signed and sealed SUE sheets will be provided).
5. Prepare outline of any special technical specifications needed for the project (if any).
6. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
7. Submit 6 sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - Parks
  - File
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
9. Provide a CD-ROM with an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include (as a minimum) the cover sheet,

typical sections, paving sheets, utilities and cross sections. If other sheets are ready at this point, they may be included as well.

#### **F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of street lights on paving plans. Residential street lights are direct bury by Oncor Electric.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. City shall provide TDLR/Registered Accessibility Specialist (RAS) plan review/coordination services (no such services to be performed by Consultant).
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit 6 sets of pre-final plans and 1 set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Provide a CD-ROM with an electronic PDF format half size set of the final plans (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction.
11. Incorporate City final comments into the plans and bid documents.
12. If required, attend a utility coordination meeting to start relocation process with affected franchise utilities.

#### **G. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
3. Provide a CD-ROM with an electronic PDF format half size set of the final plans (11" x 17" sheets to scale) to the City for utility distribution and publishing on Bidsync for bidders.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Attend the bid opening and assist City staff as required.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) full size (22" x34") and four (4) half size (11" x 17") sets of final construction plans and five (5) sets of the contract documents manual to the City for construction.

#### **H. Construction Administration –**

1. Provide up to 1 site visit per month (Max. 3 months) by the design engineer with a written inspection report submitted to the City for each visit if requested by the City.
2. Provide written responses to requests for information, material data submitted, or clarifications.
3. Prepare plan and quantity revisions for use in change orders if requested by the city of Plano. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

#### **I. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project. Provide electronic copy of survey files to Contractor.

#### **SPECIAL SERVICES:**

##### **A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) right-of-way parcel on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for two (2) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) Permanent Street, Sidewalk and Utility easement on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepare exhibits with the field notes first and drawings second.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way (not for easements).

**EXHIBIT "B"**

**SCHEDULE OF WORK  
MAUMELLE DRIVE AND DAYBREAK TRAIL  
PAVING AND WATER IMPROVEMENTS  
PROJECT No. 6523  
CIP NO. 31465**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	1
2. Research and Data Collection	14*
3. Design Survey	14
4. Drainage Study/Analysis	14
5. City Review	30
6. Preliminary Design	90
7. City Review	30
8. Final Design (Pre-Final Submittal) / ROW & Easement Documents	60
9. City Review	30
10. Final Design/ Documents for Bidding	30
11. City Review	30
12. Advertise for Bids/Receive Bids	30
12. Recommendation	7
13. Prepare Council Agenda	21
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	14
17. Notice to Proceed	14
18. Construction	300

\*Includes fieldwork for geotechnical investigation and jurisdictional waters delineation

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT  
MAUMELLE DRIVE AND DAYBREAK TRAIL  
PAVING AND WATER IMPROVEMENTS  
PROJECT No. 6523  
CIP NO. 31465

WORK STAGE SUBMITTAL  
OR COMPLETION

TOTAL

1. Research and Data Collection	
a. General information gathering	\$ 3,900.00
b. Geotechnical Investigation	\$ 6,900.00
C. Environmental Investigation/Jurisdictional Delineation	\$ 4,400.00
2. Design Survey	\$ 33,600.00
3. Right of Way and Easements Requirements	\$ 1,300.00
4. Preliminary Design, including Drainage Study	\$ 84,000.00
5. Final Design	\$ 42,800.00
6. Bid Phase	\$ 7,800.00
7. Construction Administration	\$ 11,500.00
8. Construction Control Survey	\$ 3,700.00
Total Basic Fee	<u>\$ 199,900.00</u>
9. Special Services –	
a. Right-of-way Document (1 @ \$ 1,200.00/ea.)	\$ 1,200.00
b. Temporary Easement Documents (2 @\$ 1,200.00/ ea.)	\$ 2,400.00
c. Permanent Easement Documents (1 @\$ 1,200.00/ea.)	\$ 1,200.00
Total Special Services	<u>\$ 4,800.00</u>
Total Fee	<u>\$ 204,700.00</u>

**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



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST AND  
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

**A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **TEAGUE NALL AND PERKINS, INC.**, a S Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **TEAGUE NALL AND PERKINS, 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."

**B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

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**Engineering Services Agreement**

**Maumelle & Daybreak**

**Project No. 6523**

**Exhibit E – Page 1**

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

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

- \_\_\_\_\_ A religious organization.
- \_\_\_\_\_ A political organization.
- \_\_\_\_\_ An educational institution.
- \_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.
- \_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- \_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.
- \_\_\_\_\_ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

TEAGUE NALL AND PERKINS, INC.

By:

Michael S. Demoth, P.E.  
Signature

Michael S. Demoth, P.E.  
Print Name

Team leader  
Title

7/7/15  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 7 day of July, 2015.

Cameron Osborne  
Notary Public, State of Texas





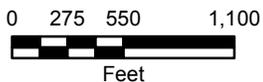
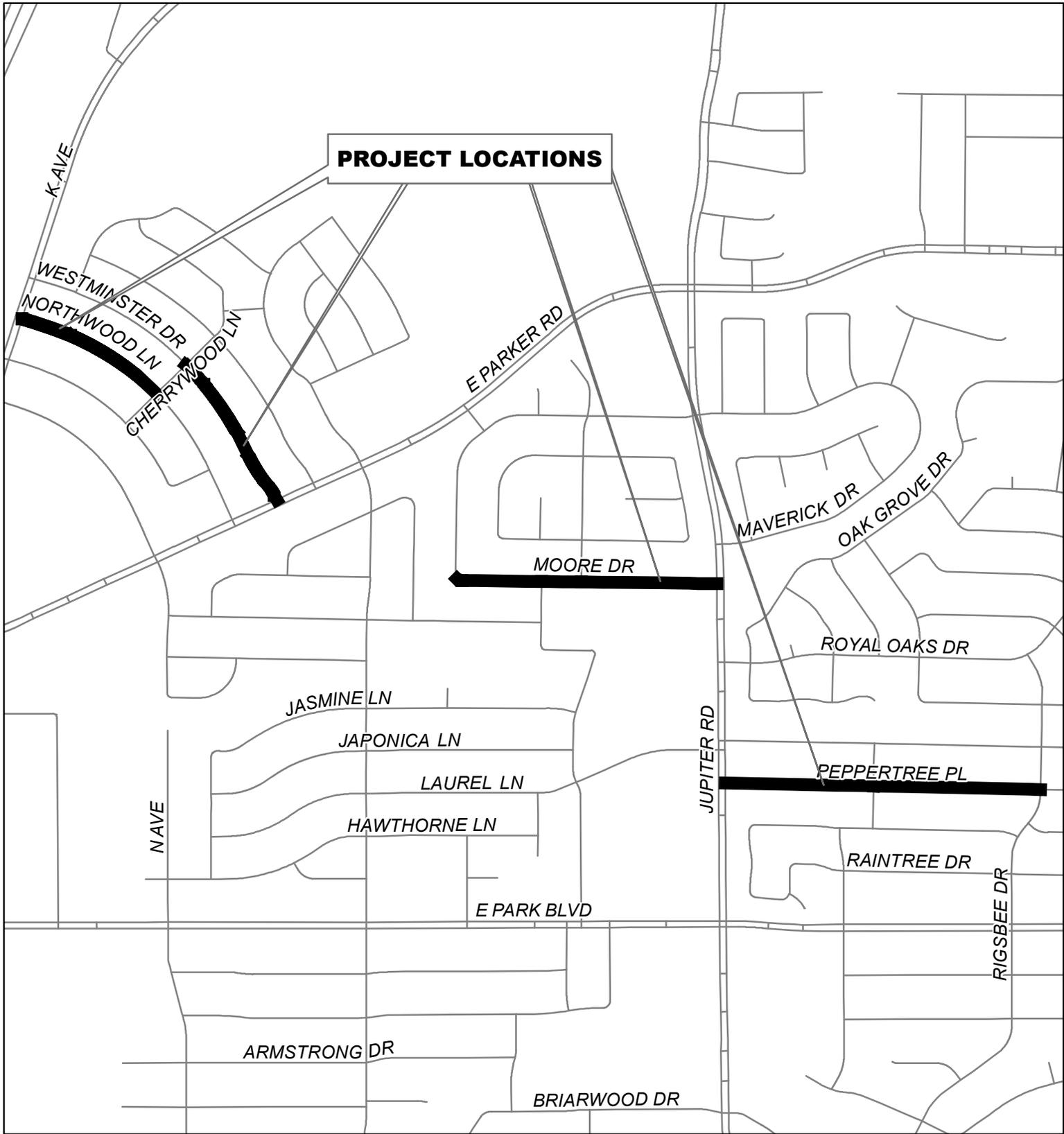
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>																			
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory																			
Council Meeting Date:		07/27/15																	
Department:		Engineering																	
Department Head:		Jack Carr, PE																	
Agenda Coordinator (include phone #):				<b>Kathleen Schonne (7198)</b>															
<b>Project No. 6525</b>																			
<b>CAPTION</b>																			
To approve a Professional Services Agreement by and between the City of Plano and Freese and Nichols, Inc., in the amount of \$225,950, for the Water Rehab Plano East 1 project, and authorizing the City Manager to execute all necessary documents.																			
<b>FINANCIAL SUMMARY</b>																			
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP																			
FISCAL YEAR:	<b>2014-15, 2015-16; 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>														
Budget		0	100,000	2,946,000	<b>3,046,000</b>														
Encumbered/Expended Amount		0	0	0	<b>0</b>														
This Item		0	-85,000	-140,950	<b>-225,950</b>														
BALANCE		0	15,000	2,805,050	<b>2,820,050</b>														
<b>FUND(S): WATER CIP</b>																			
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Water CIP and anticipated in future years. This professional engineering services agreement, in the amount of \$225,950, will leave a total project balance of \$2,820,050 available for future expenditures related to the Water Rehab Plano East 1 project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional engineering services for the design and construction administration of water rehabilitation projects relates to the City's goal of a Financially Strong City with Service Excellence.</p>																			
<b>SUMMARY OF ITEM</b>																			
<p>Freese and Nichols, Inc. was chosen based on evaluation of SF330 and a shortlist interview. Design services and plan preparation for the rehabilitation of approximately 10,310 feet of 8" water main, 770 feet of 48-inch storm drain and related appurtenances at the following eight locations: Peppertree Place, Belmont Place, Big Bend Drive, Westminster Drive, Northwood Lane, Moore Drive, Sherrye Drive, and Ridgewood Drive cul-de-sacs (Ridgewood Circle, Club Ridge Circle and Ridgelake Circle).</p> <p>The contract fee is for \$225,950.00 and is detailed as follows:</p> <table style="width:100%; border:none;"> <tr> <td style="padding-left: 40px;">Research and Data Collection</td> <td style="text-align:right;">\$2,900.00</td> </tr> <tr> <td style="padding-left: 40px;">Design Survey</td> <td style="text-align:right;">\$70,000.00</td> </tr> <tr> <td style="padding-left: 40px;">Right-of-way and Easement Requirements</td> <td style="text-align:right;">\$1,000.00</td> </tr> <tr> <td style="padding-left: 40px;">Preliminary Design</td> <td style="text-align:right;">\$55,500.00</td> </tr> <tr> <td style="padding-left: 40px;">Final Design</td> <td style="text-align:right;">\$67,100.00</td> </tr> <tr> <td style="padding-left: 40px;">Bid Phase Services</td> <td style="text-align:right;">\$6,000.00</td> </tr> <tr> <td style="padding-left: 40px;">Construction Administration</td> <td style="text-align:right;">\$18,600.00</td> </tr> </table>						Research and Data Collection	\$2,900.00	Design Survey	\$70,000.00	Right-of-way and Easement Requirements	\$1,000.00	Preliminary Design	\$55,500.00	Final Design	\$67,100.00	Bid Phase Services	\$6,000.00	Construction Administration	\$18,600.00
Research and Data Collection	\$2,900.00																		
Design Survey	\$70,000.00																		
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Preliminary Design	\$55,500.00																		
Final Design	\$67,100.00																		
Bid Phase Services	\$6,000.00																		
Construction Administration	\$18,600.00																		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Construction Control Survey	\$3,100.00
Easement Surveying	\$1,750.00
TOTAL	\$225,950.00
Staff feels the fee is reasonable for this project estimated to cost \$2,684,000.00.	
List of Supporting Documents: Location Maps, Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A



City of Plano GIS Division  
June, 2015

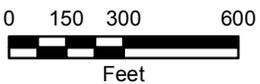
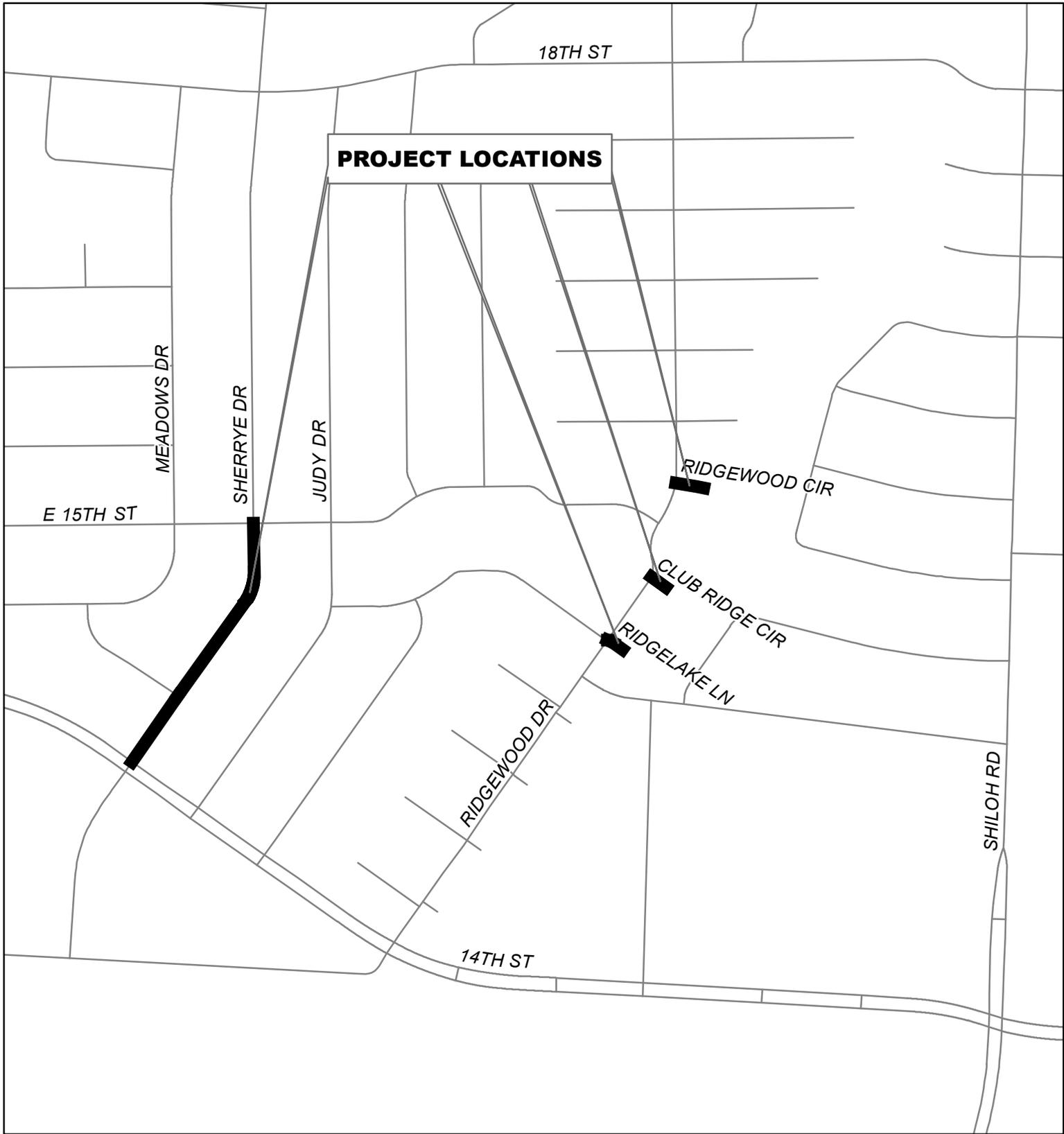
# Water Rehab Plano East 1

## Project No. 6525

### 1 of 4

Project Location





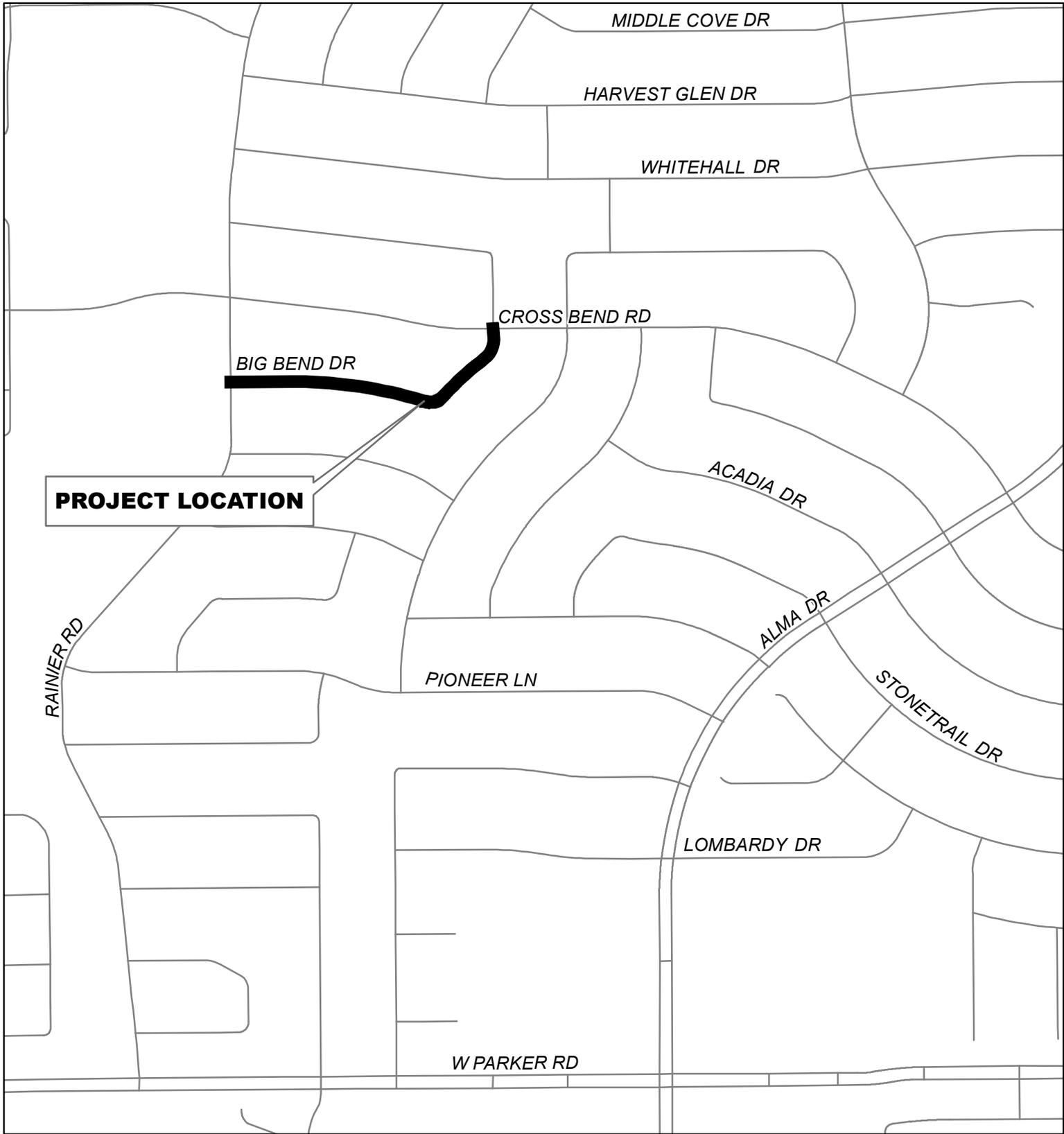
City of Plano GIS Division  
June, 2015

**Water Rehab Plano East 1**  
**Project No. 6525**  
**2 of 4**

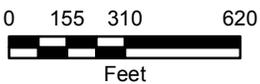
**Project Location**



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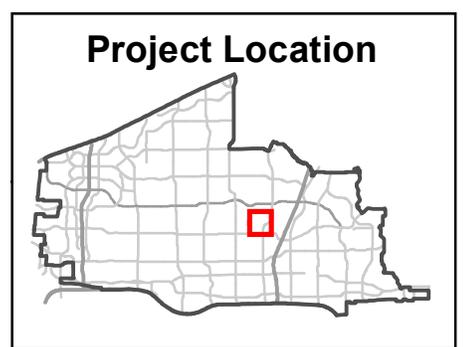


**PROJECT LOCATION**



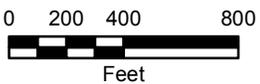
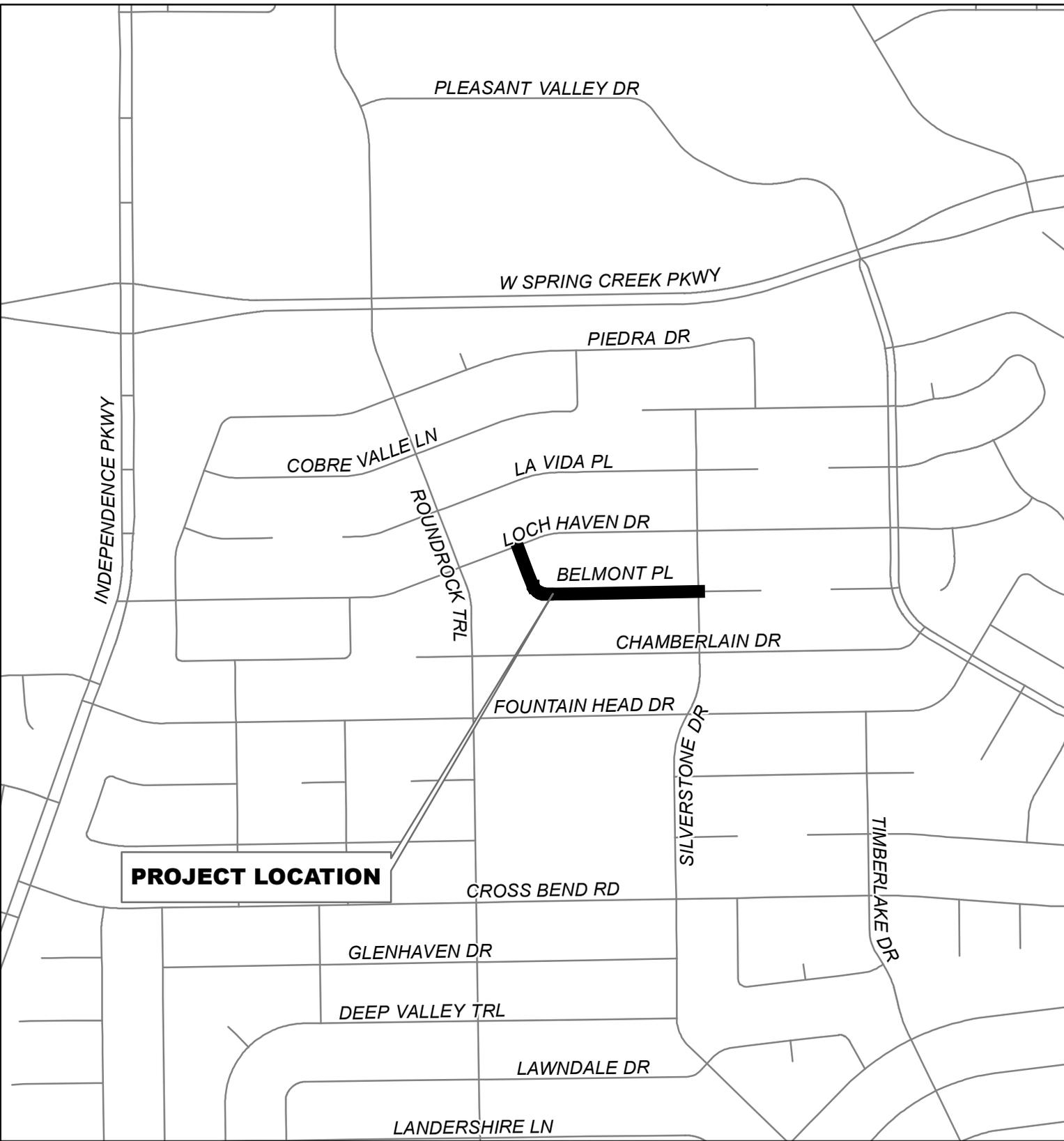
City of Plano GIS Division  
June, 2015

**Water Rehab Plano East 1**  
**Project No. 6525**  
**3 of 4**



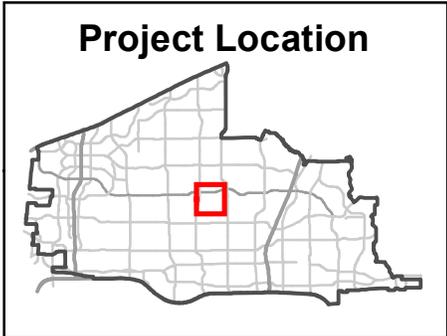
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**Water Rehab Plano East 1**  
**Project No. 6525**  
**4 of 4**

City of Plano GIS Division  
 June, 2015



**WATER REHAB PLANO EAST 1**

**PROJECT NO. 6525**

**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 **FREESE AND NICHOLS, INC.**, a **TEXAS "S"** Corporation, 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 **WATER REHAB PLANO EAST 1** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER**

EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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, Suite 250  
Attn: Lee D. Stimpson, 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:

Freese and Nichols, Inc.  
Attn: Clayton C. Barnard, Project Manager  
6136 Frisco Square Boulevard, Suite 200  
Frisco, TX 75034

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.

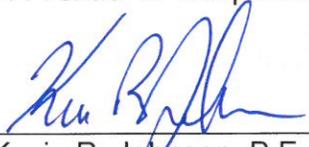
G. Authority to Sign:

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.

**FREESE AND NICHOLS,  
INC.** A Texas "S" Corporation

DATE: 6/22/15

BY:   
Kevin R. Johnson, P.E.  
PRINCIPAL / VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

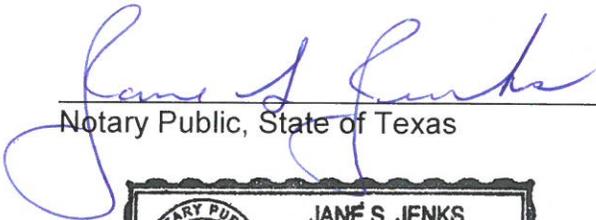
**APPROVED AS TO FORM:**

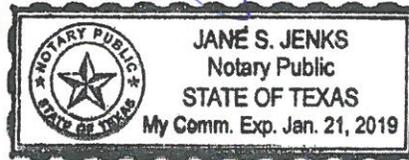
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of JUNE, 2015, by **KEVIN R. JOHNSON, P.E., PRINCIPAL / VICE PRESIDENT**, of **FREESE AND NICHOLS, INC.**, a TEXAS "S" Corporation, on behalf of said "s" corporation.

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



STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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  
SCOPE OF SERVICES**

**WATER REHAB PLANO EAST 1  
PROJECT No. 6525  
CIP Nos. 68204 & 71141**

**PROJECT DESCRIPTION:**

Design services and plan preparation for the rehabilitation of approximately 10,310 feet of 8" water main, 770 feet of 48-inch storm drain and related appurtenances at the following eight locations:

- Peppertree Place – Jupiter Rd. to Rigsbee Dr. 2,300 Ft.
- Belmont Place – Loch Haven Dr. to Silverston Dr. 1,075 Ft.
- Big Bend Drive – Cross Bend Rd. to Rainier Dr. 1,170 Ft.
- Westminster Drive – Parker Rd. to Cherrywood Pl. 1,200 Ft.
- Northwood Lane – K Avenue to Cherrywood Dr. 1,080 Ft.
- Moore Drive – Jupiter Rd. to Osceola Dr. 2,200 Ft.
- Sherrye Drive – 14<sup>th</sup> St. to 15<sup>th</sup> St. 1005 Ft.  
(includes approximately 770 feet of storm drain improvements)
- Ridgewood Cir., Club Ridge Cir. and Ridgelake Cir. 280 Ft.

**BASIC SERVICES:**

**A. Design Standards**

1. This project shall be designed in accordance with the following:

**City of Plano:**

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thoroughfare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

Special Provisions to Standard Specifications for Public Works  
Construction, 1997

### **NCTCOG:**

Standard Specifications for Public Works Construction,  
1998 Amendment

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

### **B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

### **C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for each of the project areas. Each network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
7. Survey existing top of curb, if curb will be removed during construction.
8. Provide cross sections for the Sherrye Drive site every 50 feet along the project control baseline and at the centerline of any driveways that access the street. Cross sections shall extend 35 feet on either side of the street centerline.
9. Prepare proposed horizontal alignments of water lines and fire hydrant locations for the City of Plano approval. Submittal will be a pdf format of water plan sheets only for City alignment approval.
10. Meet with the City staff to review any comments on the proposed alignments and obtain City approval prior to starting preliminary plan preparation.

### **D. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement requirements for preparation of field notes and exhibits.

## **E. Preliminary Design –**

1. Prepare preliminary construction plans in 22"x34" format when printed at full size. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - General Notes.
  - Quantity summary sheet(s) listing contract pay items and quantities for each project area referenced to the drawing sheets in the construction plan set.
  - Detail sheets.
  - Water plan and profile sheets. Scale H: 1"= 20'; V: 1"= 4'. Plan view with existing ground or top of curb shown in profile. Existing underground utility crossings (public and private) and adjacent parallel sanitary sewer lines shall be shown in the profile view based on the best information available (e.g. record drawings, information obtained by topo survey, etc.).
  - Drainage area map for Sherrye Drive storm water improvements.
  - Hydrologic and HGL calculations.
  - Sherrye Drive street and drainage plan and profile sheets. Scale H: 1"= 20'; V: 1"= 4'.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager. All plan sheet text shall be clearly legible when sheets are reduced to half size (11"x17").

3. Submit preliminary plans in pdf format so the City of Plano can coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare a title list of special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost. Also, calculate the proposed disturbed land areas for the construction of the project.
6. Submit four (4) full size (22"x34") sets of preliminary plans, the title list of special technical specifications (MSWord) and preliminary statement of probable construction cost (Excel) to the City for review.
  - Engineering
  - Public Works
  - Transportation
  - Engineering File
7. Meet with City of Plano staff to discuss City comments on preliminary plans, proposed specifications and preliminary cost estimates.

## **F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.

2. Prepare the following sheets in addition to the plans submitted during the Preliminary Design at the engineering scale indicated:
  - Temporary traffic control sheets for the following locations:
    - Moore Drive
    - Northwood Lane
    - Peppertree Place.
    - Sherrye Drive and
    - Westminster Drive Scale 1"= 20'.
  - Construction erosion control plan sheet(s). Scale 1"= 40'. May be shown on street and/or water line construction sheets if approved by the City's project manager.
  - SWPPP sheets meeting TCEQ and City of Plano requirements.
2. Incorporate comments from the utility companies.
3. Profile proposed curb line if existing curb is to be replaced, based on water line alignment stationing.
4. Profile water lines when storm drain or sanitary sewer is located within pavement area and all crossings of Type "D" thoroughfares and larger.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit four (4) full size (22'x34") sets of 90% plans, special technical specifications (MSWord), draft bid schedule (MSWord) and 90% statement of probable construction cost (Excel) to the City for review.
10. Submit 90% plans in pdf format so the City of Plano can coordinate with affected utilities such as water, gas, telephone, cable TV and electric to start the relocation process for their facilities.
11. Meet with City of Plano staff to discuss City comments on 90% plans, specifications and cost estimates.
12. Incorporate City final comments into the plans and bid documents.
13. Submit two (2) full size (22'x34") sets of final plans, special technical specifications (MSWord), bid schedule (MSWord) and final statement of probable construction cost (Excel) to the City for approval.
14. Provide the City with the information necessary for the Bid Document Action Form. The City will prepare the project bid manual in un-bound 8-1/2"x11" format and provide it for preparation of the bid documents.
15. Submit final plans and bid manual in pdf format to the City of Plano for bidding.

#### **G. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Submit one full size (22"x34") set and one half size (11"x17") set of final blackline prints, two bound copies of the bid manual and the unbound original bid manual set to the City of Plano. Submit a CD-ROM disk of the bid set

- plans and bid manual in PDF format. The City will post the bid documents to bidsync.com
3. Submit one half size (11"x17") set of final blackline prints and one bound copy of the bid document to the City designated Material Testing Laboratory.
  4. Assist City by responding to questions and interpreting bid documents.
  5. Prepare and provide the City with addenda to bid documents as necessary.
  6. Attend and assist City staff at the City bid opening.
  7. Provide bid tabulation (Excel) to the City of Plano within four working days of the bid opening.
  8. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
  9. Assist City staff in a pre-construction conference.
  10. Provide eight full size and five half size sets of final construction plans and six sets of the contract manual to the City for construction. Conformed drawings will also be provided in electronic format.

#### **H. Construction Administration –**

1. Provide up to four (4) site visits by the design engineer if requested by the City, with a written inspection report submitted to the City for each visit.
2. Review drawings and other data submitted by the Contractor as required by the construction contract documents. Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. Consultant shall maintain a log of all submittals on FNI's e-builder website. The log shall include the submittal number, title, date received, review comments, date returned, date resubmitted, etc.
3. Assist the City staff in conducting the final inspection (if requested).
4. Recommend final acceptance of work when acceptable (if requested).
5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF (Group 4 FAX) files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**I. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction on each site at 500' intervals, or a minimum of one at each end of each project site.

**SPECIAL SERVICES:**

**A. Easement Surveying –**

1. Prepare a metes and bounds description (i.e. field notes) and an 8-1/2" x 11" exhibit for temporary construction easements on a per parcel basis. Deliver one (1) reviewed and approved original and a pdf version for each parcel required to the City. Fee shall be based upon one parcel.
2. Prepare a metes and bounds description (i.e. field notes) and an 8-1/2" x 11" exhibit for permanent easements on a per parcel basis. Deliver one (1) reviewed and approved original a pdf version for each parcel required to the City. Fee shall be based upon one parcel.
3. Prepare each parcel's documents with the field notes first and exhibit second.

**EXHIBIT B  
SCHEDULE OF WORK**

Activity	Duration (weeks)
Notice to Proceed	0
City Utility Marking	2
Design Survey	4
Preliminary Design	14
City First Review	3
Final Design & Preparation of Special Conditions and Technical Specifications	12
City Second Review	3
Revise Final Plans & Specifications	4
City Final Review	1
Assemble Bid Documents	1
Advertise for Bids	4
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	1
Prepare City Council Agenda	3
Council Award	0
Prepare & Execute Contract	4
Schedule Preconstruction Meeting	1
Notice to Proceed	2
Construction	32

**EXHIBIT "C"**  
**COMPENSATION AND METHOD OF PAYMENT**

**WATER REHAB PLANO EAST 1**  
**PROJECT NUMBER 6525**  
**CIP Nos. 68204 & 71141**

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
<b>BASIC SERVICES</b>	
B. Research and Data Collection	\$ 2,900.00
C. Design Survey	\$ 70,000.00
D. Right-of-way and Easement Requirements	\$ 1,000.00
E. Preliminary Design	\$ 55,500.00
F. Final Design	\$ 67,100.00
G. Bid Phase	\$ 6,000.00
H. Construction Administration	\$ 18,600.00
I. Construction Control Survey	\$ 3,100.00
Total Basic Fee	\$ 224,200.00
<b>SPECIAL SERVICES</b>	
A. Permanent Easement Surveying (per document)	\$ 875.00
B. Temporary Easement Surveying (per document)	\$ 875.00
Total Special Services	\$ 1,750.00
<b>TOTAL PROJECT</b>	<b>\$ 225,950.00</b>

**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







**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Freese and Nichols, Inc.</b> 4055 International Plaza Fort Worth, TX 76109	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
 RE: City Project No. 6525  
 Water Rehab Plano East

The City and its employees, officers, officials, agents, and volunteers are included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract. Auto Liability, General Liability and Worker's Compensation policies include waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Freese and Nichols, Inc.**, a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Freese and Nichols, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

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

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Freese and Nichols, Inc.

By:

*[Handwritten Signature]*  
Signature

Kevin R. Johnson

Print Name

Principal / Vice-President

Title

6/22/15

Date

STATE OF TEXAS

§

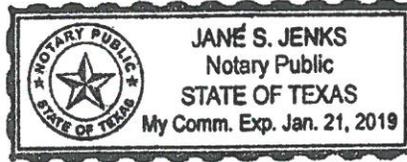
COUNTY OF COLLIN

§

§

SUBSCRIBED AND SWORN TO before me this 22<sup>ND</sup> day of JUNE, 2015.

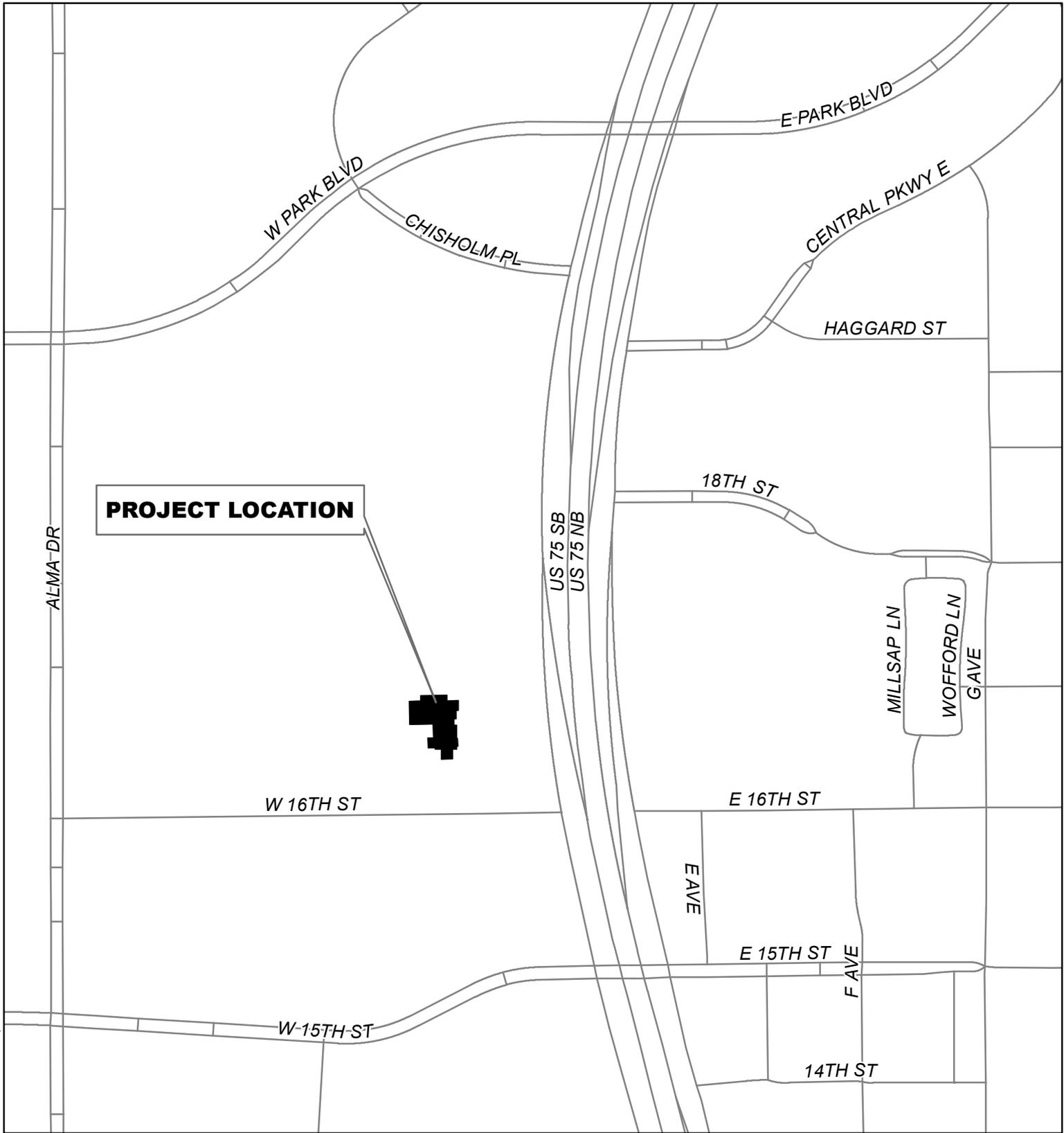
*[Handwritten Signature]*  
Notary Public, State of Texas



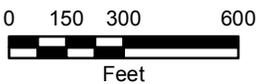


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Engineering			
Department Head:		Jack Carr			
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6626</b>	
<b>CAPTION</b>					
To approve an Architectural Services Agreement by and between the City of Plano and SmithGroupJJR, Inc., in the amount of \$772,500, for Senior Center Expansion & Renovation designs; and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	500,000	1,000,000	<b>1,500,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-38,700	-733,800	<b>-772,500</b>
BALANCE		<b>0</b>	<b>461,300</b>	<b>266,200</b>	<b>727,500</b>
<b>FUND(S): RECREATION CENTER CIP</b>					
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Recreation Center CIP and anticipated in future years. This architectural services contract, in the amount of \$772,500, will leave a current year balance of \$461,300 available for future expenditures on the Senior Center Expansion &amp; Renovation project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional services for the design and construction administration of the Senior Center Expansion &amp; Renovation project relates to the City's goals of Great Neighborhoods – 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>This agreement with SmithGroupJJR, Inc., is for design of the Senior Center Expansion &amp; Renovation. The contract fee is \$772,500 and will address programming, schematic design, design development, construction document development, construction administration and project close out for renovations and an expansion of the center.</p> <p><a href="https://www.google.com/maps/place/401+W+16th+St,+Plano,+TX+75075/@33.0225099,-96.7117222,17z/data=!3m1!4b1!4m2!3m1!1s0x864c18fb5866e0c3:0x20f74fc2bad44a5f">https://www.google.com/maps/place/401+W+16th+St,+Plano,+TX+75075/@33.0225099,-96.7117222,17z/data=!3m1!4b1!4m2!3m1!1s0x864c18fb5866e0c3:0x20f74fc2bad44a5f</a></p> <p>SmithGroupJJR, Inc., was selected through a competitive Request for Qualifications process. Funding is available from Recreation Center CIP. Staff feels the fee is reasonable for this project estimated to cost \$6,500,000.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map, Architectural Services Agreement			N/A		

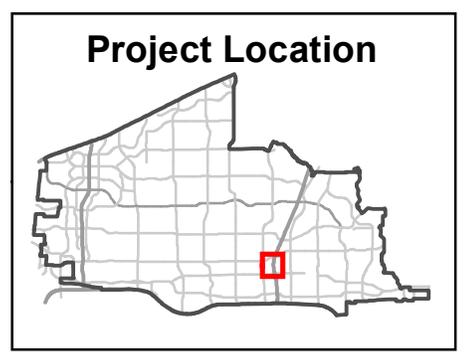


**PROJECT LOCATION**



# Senior Center Expansion and Renovation

City of Plano GIS Division  
July, 2015



georgetau.c:\Projects\Engineering\Locator\Maps\07-06-2015\_Senior Center\Senior Center Expansion and Renovation.mxd

# SENIOR CENTER EXPANSION AND RENOVATION

PROJECT NO. 6626

## 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 **SENIOR CENTER EXPANSION AND RENOVATION** 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 THE ARCHITECT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY**

LIABILITY RESULTING FROM THE 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.  
5910 North Central Expressway, Suite 1765  
Dallas, Texas 75206  
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:

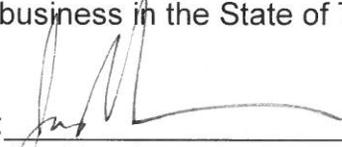
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**SMITHGROUPJJR, INC.**

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

DATE: 7/6/15

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 4 day of July, 2015, 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.



*Andrea Crittendon*  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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"

### Understanding of the Project Scope

### Exhibit A

The City of Plano intends to expand and renovate the Plano Senior Center. The specific size of expansion and extent of renovation will be developed through an initial programming phase. The Total Project Cost for this work is not to exceed \$7,500,000, with an estimated Construction Cost Limitation of \$6,000,000 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
AV/IT Design	Datacom
Cost Estimating	Vermeulens
Commissioning	EAB

Basic Architectural Services shall consist of the following deliverables:

#### Existing Facility Assessment

- Existing Building Analysis to include
  - MEP Systems
  - TAS assessment
  - Code/Life Safety assessment
  - General architectural condition assessment
- Verification of as-built drawings
- Transfer of as-built 2D CAD files into 3D BIM model.
- BIM model to include architectural, structural and MEP elements.
- Assessment booklet delivered in PDF format containing complete building analysis as described above.

#### Site Survey, Plat and Planning

- Topographic Survey
  - *Included in this item:*
    - Location of permanent improvements on, and immediately adjacent to, the site.
    - Spot elevations on a 50-foot grid.
    - Contours on one foot intervals.
    - Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
    - Locations, common name and trunk diameter of trees over 6-inches in caliper or the outline of heavily wooded areas.
    - Location of visible utilities and appurtenances.
    - Location and sizes of underground utilities based on available record information.
    - Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.
  - *Not included in this item:*
    - Survey of creek area.
    - Species names of trees.
    - Trees less than 6-inches in diameter.
    - Tree locations and identification in heavily wooded areas.
    - Boundary surveying.
    - Research or review of easements that may affect the subject tract.
    - Subsurface utility engineering services.

- Parking spaces in parking garages.
    - Location of irrigation control valves
  - Tree Survey - Pacheco Koch will survey the existing trees as required by City Ordinances, (excluding heavily wooded areas) on the project site as directed by the owner and required by the City. This survey will include tree location, trunk diameter and common name.
  - Preliminary and Final Plat - Pacheco Koch will prepare a Preliminary Plat (if required) and a Final Plat for the project based on a Boundary Survey of the site performed by the firm. These plats will show easements, dedications, and other information required by the City.
    - Included in this item:
      - Coordination of city review and approval of these plats and attendance at city staff, Planning and Zoning Commission and City Council meetings as normally required.
      - Monumentation of the perimeter boundaries of the site.
    - Not included in this item:
      - Special monumentation requirements by the City, including block corners, interior lot corners, or flood plain corners.
  - Planning Services
    - REVISED SUBSTANTIALLY CONFORMING SITE PLAN: Based on an approved Site Plan provided by the Owner, Pacheco Koch will prepare a revision to the current Substantially Conforming Site Plan for the referenced site in conformance with City requirements. It is our understanding that, prior to beginning work, Pacheco Koch will be provided the current comprehensive City Substantially Conforming Site Plan to be utilized in preparation of this revision. This document will be provided in an AutoCAD compatible format. Pacheco Koch will be entitled to rely on this document as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on said current City Substantially Conforming Site Plan.
    - Included in this item:
      - Coordination of City review and approval of the plan prepared as part of this item.
      - One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
      - Attendance at Planning and Zoning and City Council meetings as required.
    - Not included in this item:
      - Building elevations and landscape plan.

#### Programming and Planning

- (3) user group meetings with members of city staff and users (seniors).
- (1) Meeting with the Park Board
- (1) townhall style stakeholder meeting
- (1) community stakeholder focus group if required
- 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.
- SD level BIM model
- 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.
- DD level BIM model
- 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.
- BIM model for use by CM@Risk during construction
- Final cost estimate

#### Contract Administration

- Weekly Site Visits

#### Facility Operation Services

- PDF and DWG set of record drawings drafted using contractor markups.
- Record BIM model.
- 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"

### **Project Schedule**

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 52 Weeks
- Record Drawings 4 Weeks

## EXHIBIT "C"

### Compensation

Exhibit C

SmithGroupJJR propose to furnish the referenced services for a lump sum fee of \$772,500.

#### Fee Breakdown

Site Survey, Plat and Planning	\$ 38,500
Existing Building Analysis and Documentation	\$ 38,800
<u>Programming – Construction Administration</u>	<u>\$695,200</u>
<b>Total</b>	<b>\$772,500</b>

Site Survey, Plat and Planning as well as Existing Building Documentation will be billed monthly reflective of progress.

Billing for programming – Construction Administration 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%

#### Additional Services

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

Audio Systems

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.
  - 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2015

**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).**

<b>PRODUCER</b> Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com  J21060--SIR-14-16 TX 6626	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SmithGroupJJR, Inc 5910 North Central Expressway Suite 1765 Dallas, TX 75206	<b>INSURER A :</b> Hartford Casualty Insurance Company	NAIC # 29424
	<b>INSURER B :</b> Hartford Fire Insurance Company	NAIC # 19682
	<b>INSURER C :</b> N/A	NAIC # N/A
	<b>INSURER D :</b> Hartford Insurance Company of the Midwest	NAIC # 37478
	<b>INSURER E :</b> Lloyd's of London	NAIC # 1122000
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-006372548-03      **REVISION NUMBER:** 10

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			83 UUN LP2277	05/15/2015	05/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83 UUN LP2277	05/15/2015	05/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83 WE PP2105 AZ, CA, DC, GA, IL, KS, MD, MN, MO, NM, NC, PA, TN, TX, WI	05/15/2015	05/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Architects & Engineers Professional Liability			QF054914	09/15/2014	09/15/2015	Each Claim/General Agg \$3,000,000 Self-Insured Retention \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT NUMBER: 6626  
 THE PROFESSIONAL LIABILITY SELF-INSURED RETENTION ABOVE ONLY APPLIES WHEN A WRITTEN CONTRACT OR AGREEMENT EXIST WITH A 3RD PARTY.

<b>CERTIFICATE HOLDER</b> CITY OF PLANO ATTN: JAMES RAZINHA PROJECT NO: 6626 PROJECT: PLANO SENIOR CENTER P.O. BOX 860385 PLANO, TX 75086-0385	<b>CANCELLATION</b> 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 of Marsh USA Inc. John C Hurley
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## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of SmithGroupJJR, Inc., an Out-of-State Corporation, licensed to do business in the State of Texas, organized under the laws of the State of Michigan, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of SmithGroupJJR, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate

- against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
  - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
  - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following:  
**[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Smith Group JJR, Inc.

By:

  
Signature

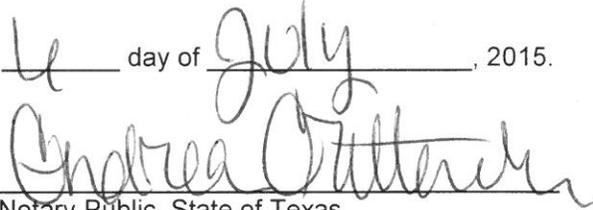
Jay Rambo  
Print Name

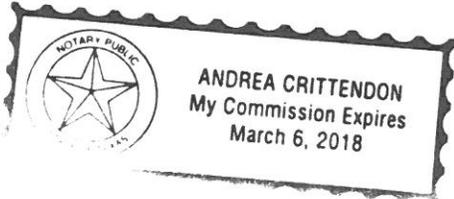
Principal  
Title

7/6/15  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 6 day of July, 2015.

  
Notary Public, State of Texas





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Approval of an Engineering Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$56,200 for floodplain analysis and FEMA Letter of Map Revision services for the Hedgcoxe Undercrossing project and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	100,000	3,000,000	<b>3,100,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-36,200	-20,000	<b>-56,200</b>
BALANCE		0	63,800	2,980,000	<b>3,043,800</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>					
<p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Park Improvements CIP. Obtaining pre-construction services for the Hedgcoxe Undercrossing project, in the amount of \$56,200, will leave a working balance of \$3,043,800 in the 2015-16 Fiscal Year.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining pre-construction services for trail projects relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Hedgcoxe Undercrossing project will provide trail connectivity through the northern end of Hoblitzelle Park under Hedgcoxe Road. The trail is a Six Cities Trail Connection that will provide a connection at the Plano-Allen border. In the near future, the City of Allen will complete their portion north of Hedgcoxe and complete the trail connection between Russell Creek Park and Hoblitzelle Park.</p> <p>Jerry Parché Consulting Engineers is on the 2014-15 list of qualified consultants for Engineering Services. The total contract fee is \$56,200 which includes the pre-construction services of floodplain modeling and analysis including exhibits and reports, and it also includes the post construction services of floodplain analysis including an as built survey, FEMA Letter of Map Revision application, submittal and review services. These services are necessary to ensure that the trail construction project does not have an impact on any adjacent properties. The fee is consistent with other hydraulic modeling projects of this scope. The construction budget for the project is \$875,000.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map:

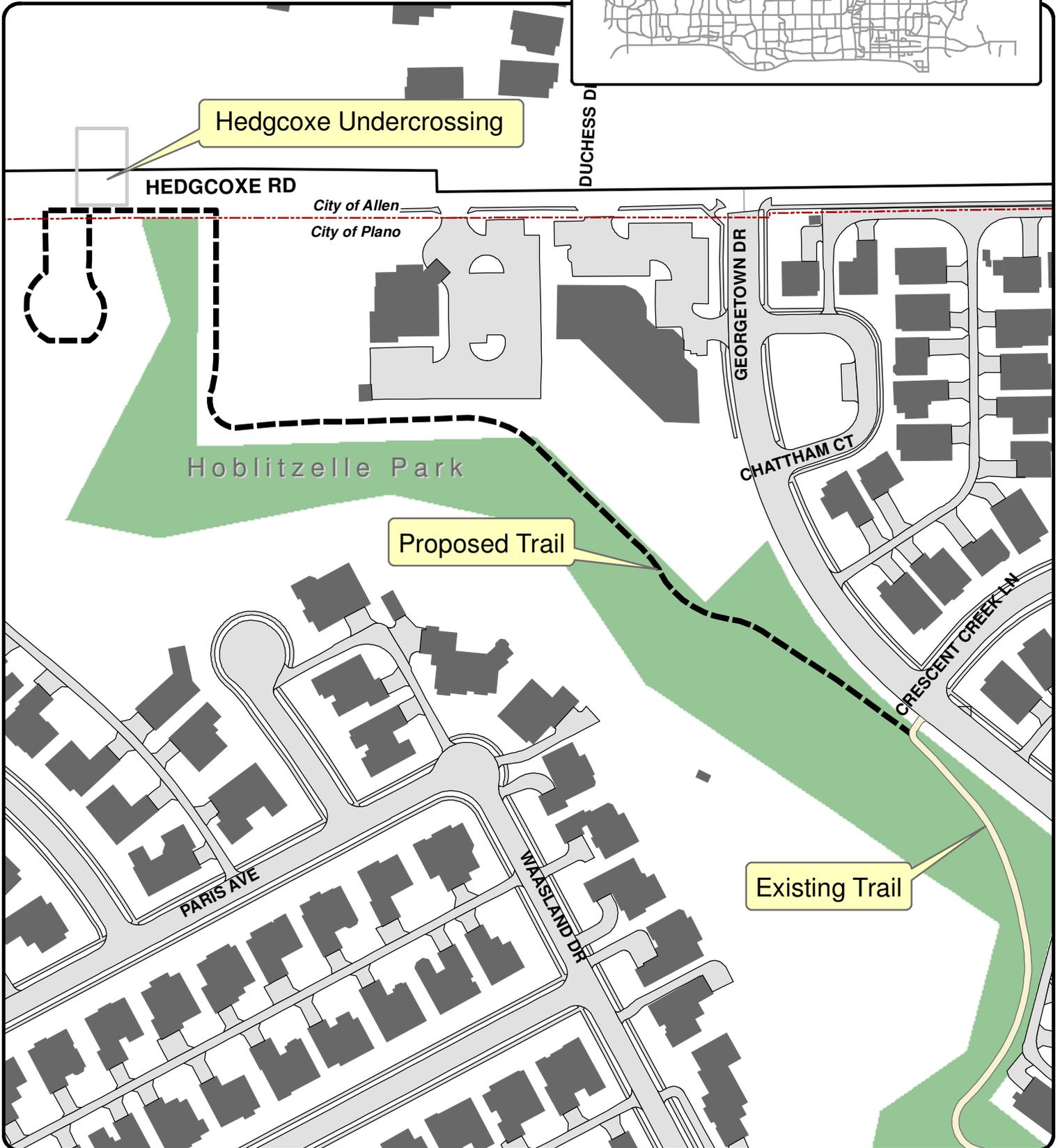
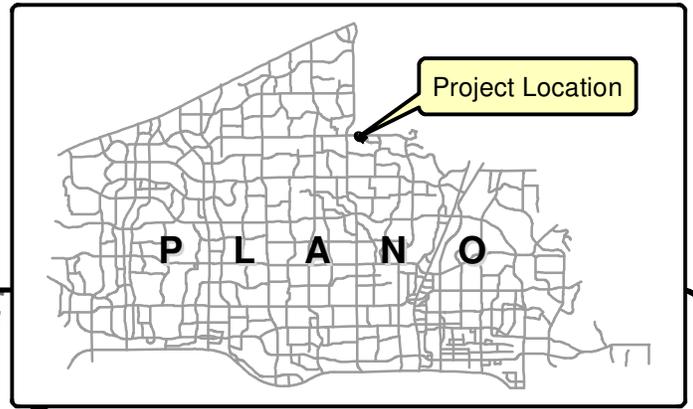
<https://goo.gl/k3AYpL>

List of Supporting Documents:

Location Map

Engineering Services Agreement

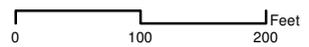
Other Departments, Boards, Commissions or Agencies



Existing Trail

Proposed Trail

Hedgcoxe Undercrossing



**HEDGCOXE UNDERCROSSING  
FLOODPLAIN ANALYSIS AND LOMR-F**

**PROJECT NO. 6039.2**

**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 **JERRY PARCHE' CONSULTING ENGINEERS**, a **SOLE PROPRIETORSHIP**, 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 **HEDGCOXE UNDERCROSSING FLOODPLAIN ANALYSIS AND LOMR-F** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,**

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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  
Parks Department  
Attn: Renee Burke Jordan  
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:

Jerry Parche' Consulting Engineers  
Attn: Jerry Parche', Owner  
1301 S. Bowen Road, Suite 300  
Arlington, TX 76013

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.

**JERRY PARCHE' CONSULTING  
ENGINEERS**  
A Sole Proprietorship

DATE: 7-10-15

BY:   
Jerry Parche'  
OWNER

**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 TARRANT   §

This instrument was acknowledged before me on the 10 day of July, 2015, by **JERRY PARCHE', OWNER, d/b/a JERRY PARCHE' CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.



*Carolyn J. Parche*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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**  
**SCOPE OF SERVICES**  
**HEDGCOXE UNDERCROSSING**  
**FLOODPLAIN ANALYSIS AND LOMR-F**

**SPECIAL SERVICES**

PHASE I – PRE CONSTRUCTION

Hoblitzelle Park Trail is proposed adjacent to Russell Creek and will extend for approximately 1200 feet downstream of Hedgcoxe Road. Based on two alternative alignments for the proposed trail selected by the city, we will prepare analysis for each design to evaluate flood impacts. These studies will be based on the Preliminary Effective Model of Russell Creek. This model was submitted to FEMA in 2011 and remains under review. However it is anticipated that the Preliminary Effective Model will have been adopted by FEMA as the Effective Model when the trail construction is completed.

Pursuant to our discussions with Mr. Mike Martin, P.E. of the Public Works and Engineering Department, services to apply for and acquire a Conditional Letter of Map Revision from FEMA before construction are not included in this contract. Jerry Parche' Consulting Engineers (JPCE) will provide the following services under this contract.

1. We will prepare a topographic map of the floodplain of Russell Creek in the proposed construction area. We will obtain the topography used to prepare the Preliminary Effective model. We will replace areas of this topography with the "on-the-ground" surveyed topography prepared for the design and construction of the proposed trail.
2. We will prepare a Revised Preliminary Effective Model of existing conditions in Russell Creek extending from the cross section downstream of the proposed trail construction to approximately 500 feet upstream of Hedgcoxe Road. Two existing structures cross Russell Creek in this reach – a multi barrel box culvert at Hedgcoxe Road and a sanitary sewer aerial crossing just downstream of Hedgcoxe Road. Preparation of the Revised Preliminary Effective Model will consist of modifying cross sections and the Hedgcoxe Road crossing in the Preliminary Effective Model for the surveyed topography, adding up to 20 additional cross sections and adding the existing sanitary sewer just south of Hedgcoxe Road.
3. Using the Revised Preliminary Effective Model we will prepare water surface profiles for the 10, 50, 100 and 500-year storms with existing channel conditions and existing watershed discharges. We will also prepare water

surface profiles for the 100-year storm for fully developed watershed conditions and the existing channel. Discharges to be used in the models will be taken from the Effective Model (FEMA) for existing watershed conditions and the Preliminary Effective Model for the fully developed watershed.

4. We will prepare a proposed condition model for each alternative trail design to evaluate impacts on flood conditions. One model will be prepared for each alternative trail design by modifying the Revised Preliminary Effective Model for the proposed trails. Using these models, we will compute water surface elevations, velocities and storage in the reach of Russell Creek to be impacted by the proposed trail construction.
5. We will review the water surface profiles, storage impacts and velocities determined in the proposed condition models and compare these to the results of the Revised Preliminary Effective model for compliance with City of Plano and FEMA requirements.
6. We will discuss the results of our studies with the Parks Department. We will coordinate with the Parks Department to select a trail alignment for use on this project.
7. Based on the selected proposed trail alignment we will prepare exhibits of Russell Creek showing the existing topographical conditions in the proposed trail area, study cross section locations, the proposed selected trail, floodplain limits, and property lines.
8. We will prepare drawings of the existing and proposed creek cross sections used in the study and show computed existing and proposed water surface elevations for frequency floods studied.
9. We will prepare a report describing our analysis and results of the floodplain impacts study. We will present the report and exhibits to the Engineering Department and coordinate with them to obtain city approval. We will provide 3 copies of the report and exhibits to the City and a digital copy in PDF format.

#### PHASE II – POST CONSTRUCTION

1. We will determine As-Built conditions with the constructed trail through the project area.
2. We will modify the cross sections, hydraulic models, and floodplain limits prepared in the pre-construction phase for constructed conditions if necessary.
3. We will prepare a report, exhibits and required federal forms and an application for a Letter of Map Revision for the project.

4. We will submit up to three copies and a PDF of the hydraulic models, forms, report, exhibits, and cross sections to the City and request the city's endorsement of a request to the Federal Emergency Management Agency for a Letter of Map Revision. We will coordinate with the city to obtain this endorsement.
5. We will submit all information required to FEMA on behalf of the City of Plano, with a request that FEMA issue a Letter of Map Revision for this project.
6. We will send letters of notification, or coordinate with the city if the city chooses to send these letters, to all affected property owners as required by FEMA,
7. We will publish a notice in a local newspaper, or coordinate with the city if the city wishes to publish the notice, describing the proposed revisions to the effective floodplain, as required by FEMA.
8. We will coordinate with FEMA or their consultant to answer questions or provide additional information to obtain approval of a Letter of Map Revision.

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**HEDGCOXE UNDERCROSSING**  
**FLOODPLAIN ANALYSIS AND LOMR-F**

**SCHEDULE**

The Floodplain Impacts Analysis Study and Letter of Map Revision will be submitted according to the following schedule for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Trail System Planner.

<u>Percentage of Completion</u>	<u>Date of Submittal</u>	<u>Report Sets</u>
<b>PHASE I – PRE-CONSTRUCTION</b>		
70% Model Preparation and Analysis	12 weeks	3
90% Final Exhibits and Report	8 weeks	3
100% City Approval	2 weeks	3
<b>PHASE II – POST-CONSTRUCTION</b>		
30% As-Built Survey	4 weeks	N/A
80% Analysis and Letter of Map Revision Application	8 weeks	3
90% Submittal to FEMA following City Review	1 week	3
100% FEMA Approval	4 weeks	N/A

Note: the above schedule is for JPCE work effort only and does not include time required for review and approval by the City of Plano.

**EXHIBIT C  
PAYMENT SCHEDULE  
HEDGCOXE UNDERCROSSING  
FLOODPLAIN ANALYSIS AND LOMR-F**

JPCE fees for the scope of services outlined in Exhibit A are defined herein.

**Fees**

**SPECIAL SERVICES**

PHASE I – PRE-CONSTRUCTION

Revised Effective Model and Models of Alternative Proposed Trails	\$ 25,000.00
Final Exhibits and Report	7,000.00
City Review and Approval	<u>3,000.00</u>
<b>TOTAL\$</b>	<b>35,000.00</b>

PHASE II – POST CONSTRUCTION

As-Built Survey	\$ 6,000.00
Analysis and Letter of Map Revision Application	10,000.00
Submittal to FEMA following City Review	2,600.00
FEMA Review and Approval	<u>2,100.00</u>
<b>TOTAL\$</b>	<b>20,700.00</b>

<b>SPECIAL SERVICES FEE</b>	<b>\$ 55,700.00</b>
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<b><u>Reimbursable Expenses</u></b>	<b>\$ <u>500.00</u></b>
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<b>TOTAL\$</b>	<b>56,200.00</b>
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Newspaper Publication Fees and City and FEMA Review Fees are not included in the fees above. These fees shall be paid by the City of Plano.

**Basis for Compensation**

JPCE will perform the services outlined herein for a lump sum fee of \$56,200.00. Services will be billed monthly on the basis of our standard hourly rates times the service hours for each employee position on this project.

Upon the execution of this agreement approval, we will begin work on the tasks outlined herein. If any payment due JPCE for services and expenses invoiced in accordance with this agreement is not received within 30 days after receipt of JPCE's statement of the amount due JPCE's fees will be increased at the rate of 1.5 percent per month for each month beyond the 30-day period. In addition, JPCE may, after giving seven (7) days written notice, suspend services under this agreement until all amounts due have been paid in full. Furthermore, JPCE may withhold design drawings, documents, specifications, reports, or any other tangible items produced under the terms of this agreement until outstanding invoices related to those items are paid.

**Reimbursable Expenses (Not to exceed \$ 500.00)**

Reimbursable expenses are those incurred by JPCE which are not included in our Special Services fees. These costs will be invoiced separately under Task Code RE01 at a cost of 1.1 times the actual expense incurred unless otherwise specified. We propose a budget of \$500.00 for these expenses. This budget will not be exceeded by JPCE without the formal approval of the City of Plano. These costs include:

Printing  
Long-distance communication charges  
Courier or delivery service  
Postage  
Travel outside of the metroplex

**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







## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Jerry Parche' Consulting Engineers** a Sole Proprietorship organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Jerry Parche' Consulting Engineers** 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

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

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Jerry Parche' Consulting Engineers

By:

*Jerry Parche'*  
Signature

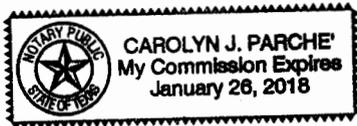
Jerry Parche'  
Print Name

Owner  
Title

7/10/15  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

SUBSCRIBED AND SWORN TO before me this 10 day of July, 2015.



*Carolyn J. Parche'*  
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:	7/27/15
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

### CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$56,700 for design services of trail replacement construction plans along Bluebonnet Trail between Alma Drive and Blue Ridge Trail.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2014-15</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	699,123	650,000	900,000	<b>2,249,123</b>
Encumbered/Expended Amount	-699,123	-69,212	0	<b>-768,335</b>
This Item	0	-56,700	0	<b>-56,700</b>
<b>BALANCE</b>	<b>0</b>	<b>524,088</b>	<b>900,000</b>	<b>1,424,088</b>

**FUND(S):    CAPITAL RESERVE FUND**

**COMMENTS:** Funding is available for this item in the 2014-15 Capital Reserve CIP. This landscape services agreement, in the amount of \$56,700, will leave a current year balance of \$524,088 available for further expenditures related to Trail Repairs in the 2014-15 fiscal year.

**STRATEGIC PLAN GOAL:** Obtaining professional services to design & guide the construction of trail improvements within Plano relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.

### SUMMARY OF ITEM

The estimated construction cost for this one mile trail replacement project is \$500,000. The total design fee is \$56,700. The fee includes data collection, topographical surveying, construction document preparation, reimbursable expenses, traffic engineering studies at street intersections, and accessibility review. The total fee is 11.34% of the estimated construction cost.

Half Associates, Inc. is on the 2014-15 list of qualified consultants for Landscape Architect Services.

Project Location Map:

<https://goo.gl/J1t4TY>



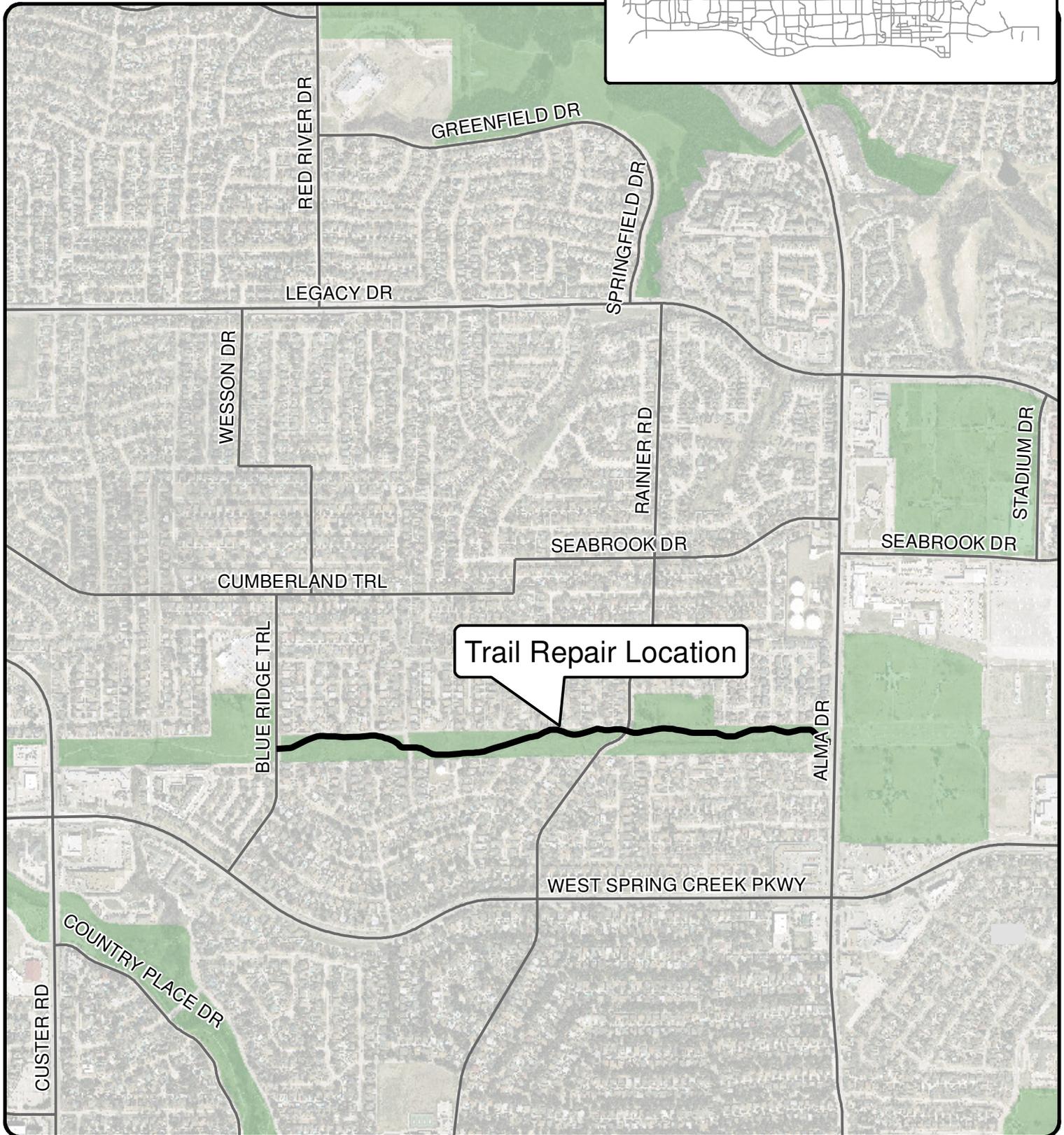
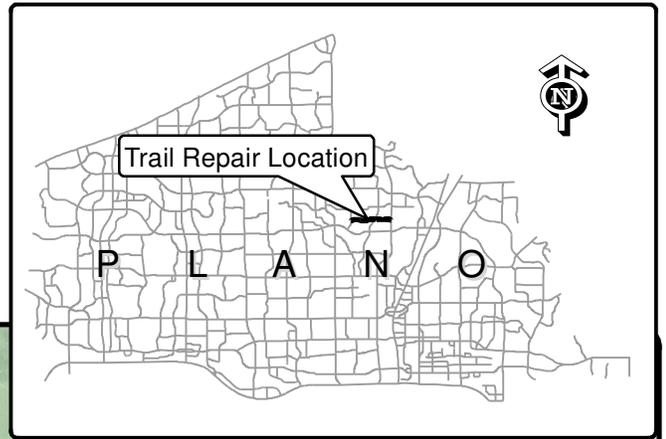
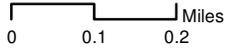
# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Landscape Architecture Services Agreement	Other Departments, Boards, Commissions or Agencies



# Location Map

## Bluebonnet Trail Repair: Alma to Blue Ridge



# BLUEBONNET TRAIL REPAIR ALMA TO BLUE RIDGE

PROJECT NO. 6618

## LANDSCAPE ARCHITECT 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 **HALFF ASSOCIATES, INC.**, a **TEXAS** 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 perform landscape architectural services in connection with the **BLUEBONNET TRAIL REPAIR ALMA TO BLUE RIDGE** project 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 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 contract modifications orders 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 THE ARCHITECT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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  
Parks Department  
Attn: Renee Jordan  
P.O. Box 860358  
Plano, TX 75086-0358

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

Halff Associates, Inc.  
Attn: Lenny Hughes  
1201 North Bowser Road  
Richardson, TX 75081-2275

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.

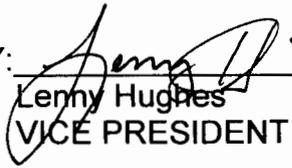
G. Authority to Sign:

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.

**HALFF ASSOCIATES, INC.**  
A Texas Corporation

DATE: 6/17/15

BY:   
Lenny Hughes  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

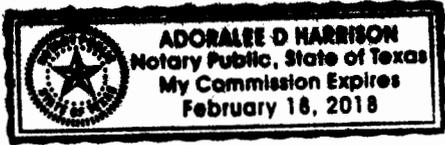
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of June, 2015, by **LENNY HUGHES, Vice President of Half Associates, Inc.**, a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Adoralee D Harrison  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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'**  
**Proposed Scope of Work**  
**Bluebonnet Trail Repair: Alma to Blue Ridge**

**Purpose**

The purpose of this project is to prepare plans and specifications for approximately 1.2 miles of trail within the existing Oncor Right-of-Way, from Blue Ridge Trail east to Alma Drive in the City of Plano, TX.

**Project Assumptions**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation.

1. The Client will supply existing and proposed data related to the project sites, to the planning and design team, as available, for use during the design and construction documentation process. Existing data to be provided to the design team consists of:
  1. Existing Utility Information – The Client will provide as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including but not limited to water, sanitary sewer, storm drain facilities, or any utilities related to the associated with the project.
  2. Property Information – The Client will provide the design team with any available data related to the existing/proposed property limits, existing utility easements and ROW limits.
  3. Oncor Design Criteria – The Client will provide the current hike and bike trail design guidelines.

**Scope of Services – Basic Services**

**1. Project Kick-off and Data Collection**

- a. Attend one (01) coordination/project kick-off meeting with the City of Plano to establish the project's goals and objectives identify parameter for the upcoming planning efforts and to tour, walk and stake the potential trail alignment. All staked points will be electronically tagged using appropriate GPS equipment to identify the trail alignment.
- b. Compile the digital information provided by the Client during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; and existing topography.
- c. Initiate and coordinate one (01) site investigation study related to the topography of the site; soils composition and analysis; utilities; vegetation areas; and trail plan

- d. impacts. The impacts and opportunities that result from these studies will be documented for use in the final development plan preparation process.

## **2. Topographical Survey**

- a. Based upon an in-field staked alignment, Halff will perform detailed topographical surveying along a staked 50' wide corridor for the project. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:
  - i. Ground surface contours at intervals of one (01) foot elevation supplemented by appropriate spot elevations accurate to 0.1 foot elevation will be surveyed. Tree lines and other major trees 6-inch caliper or larger within the area surveyed will be tied. Existing surface utility appurtenances and other visible features will be tied.
  - ii. Horizontal and Vertical control points will be established such that all points of the proposed alignment will be within 500 feet of a control point.

## **3. Construction Document Preparation**

- a. Based upon the staked and surveyed alignment, Halff shall prepare, for approval by the City, a complete set of construction documents, specifications and cost estimate as defined below. Halff shall prepare and print two (02) draft sets of drawings for review and comment, and shall be submitted at 30%, 60%, 95% and 100% submittal stages as defined in the attached project schedule. Halff will provide the following drawings:
  - i. Demolition Plan  
Halff Associates will prepare the demolition plan, which will provide notes and details required for the demolition, removal and disposal of site features, trash, debris, tree protection and preservation. The demolition plan and specifications will be coordinated with the City of Plano for proper disposal and/or preservation.
  - ii. Site Grading Plan  
The Grading Plan includes the notes and details required to allow grading of the trail facility renovation and associated improvements. This plan will show existing and proposed ground contour lines, and spot elevations needed to grade the site for drainage.
  - iii. Trail Dimension Control Plan  
Halff Associates will design and provide details for the proposed trail. Fee includes plans and specifications for the trail, sub-grade preparation, jointing requirements, and construction notes. Geometric dimension control will be

provided. Dimension control will include coordinate geometry and typical dimensions of the trail.

iv. **Storm Water Pollution Prevention**

Prepare one erosion control plan in conjunction with the grading plans. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited, to the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and Owner will be responsible for execution and implementation of NOI, NOT, and SWP3.

**4. Reimbursable Expenses**

- a. Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

**5. Special Services**

**Traffic Engineering Studies**

a. **HAWK Signal Warrant Study**

Halff will perform a warrant study in accordance to the guideline set forth in the 2011 Texas MUTCD for pedestrian hybrid signal beacons. This will include the collection of traffic volumes and pedestrian counts for a peak two-hour period at the location of the proposed pedestrian hybrid signal. Halff will prepare a technical memorandum summarizing the findings of the warrant study.

**Accessibility Review**

a. **Accessibility Review**

Halff will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and make adjustments to the plans as needed. This cost will be included as part of the base fee schedule.

Site Inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

### **Additional Services**

Additional Services not included in the Proposed Scope of Work will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Design of areas outside the limits of the project site.
3. Additions to the project scope or budget that causes additional work.
4. Additional meetings or workshops not identified in the project scope.
5. Additional work not specifically included in the above Proposed Scope of Work.
6. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
7. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Design of gas, telephone or other utility improvements.
9. Any traffic studies or signal warrant studies beyond those listed above.
10. Preparation/revisions to traffic signal timing plans beyond pedestrian timing recommendations.
11. Signal design.
12. Geotechnical studies.
13. Printing of drawings, specification and contract documents except as noted herein.
14. Full-time construction inspection.
15. Graphic products except as noted herein.
16. Design of utilities or other improvements outside of the project boundary.
17. Quality control and material testing services during construction except for submittal reviews.
18. Construction staking.
19. Design of major existing utility relocations or modifications.
20. Negotiations/agreements with adjacent property Owners.
21. Plat or Final plat preparation.
22. Contractor pay requests or submittals not required by the construction documents.
23. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City.
24. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
25. Construction Administration services including pre-bid meeting, RFI responses, submittal responses, pre-construction meetings or on-site construction meetings.
26. Preliminary or Final Punch List preparation.
27. Preparation and printing of As-Built Drawings.

**Exhibit 'B'**  
**Completion Schedule**  
**Bluebonnet Trail**

**SCHEDULE**

Task	Duration
Construction Document Preparation	32 weeks

**Exhibit 'C'**  
**Basis of Compensation**  
**Bluebonnet Trail**

Basic Services as described in Attachment 'A' will be provided for a total lump sum fee of **\$56,700.00**. The overall fee total shown will not be exceeded without prior written authorization for the Client.

Payment for total services as described in Attachment 'A' will be invoiced to the Client on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

**WO 01 – Bluebonnet Trail Construction Documentation**

<b>Scope</b>	<b>Fees</b>
1. Project Kick-off and Data Collection	\$1,200.00
2. Topographical Survey	\$8,000.00
3. Construction Documentation Preparation	\$44,000.00
4. Reimbursable Expenses	\$1,000.00
5. Special Services (See Breakdown Below)	\$2,500.00
a. Traffic Engineering Studies	(\$2,500.00)
<b>Total</b>	<b>\$56,700.00</b>

## EXHIBIT "D"

### LANDSCAPE ARCHITECT

### 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

## LANDSCAPE ARCHITECT

### 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 AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Halff Associates, Inc.**, a corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Halff Associates, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate

- against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
  - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
  - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

- A religious organization.
- A political organization.
- An educational institution.
- A branch or division of the United States government or any of its departments or agencies.
- A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- A private club that is restricted to members of the club and guests and not open to the general public.
- Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Half Associates, Inc.

By:

*[Signature]*  
Signature

LENNY HUGHES  
Print Name

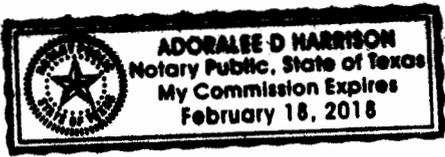
Vice President  
Title

6/17/15  
Date

STATE OF TEXAS      §  
   §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 17<sup>th</sup> day of June, 2015.

*[Signature]*  
Notary Public, State of Texas





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/15			
Department:		Engineering			
Department Head		Jack Carr			
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>					
<b>CAPTION</b>					
To approve and authorize Contract Modification No. 1 for the purchase of building lease space in the estimated amount of \$433,505 from Howard & Showalter Investments for the Facilities Department. This modification will provide for the renewal of the lease for office space used by the Radio Shop, for one (1) five (5) year term, with one (1) City optional five (5) year renewal term.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 to 2024-25</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	433,505	<b>433,505</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-433,505	<b>-433,505</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Funding for this item is anticipated in future adopted budgets. The expense for the space to be leased under this agreement, in the estimated amount of \$42,272 annually for the first five year term and rising to an estimated amount of \$44,429 annually if the City of Plano opts to renew for an additional five year term, will be made within City Council approved budget appropriations in future fiscal years.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining leased space for Radio Shop personnel relates to the City's goals of Safe Large City and a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Per the Recommendation Memo.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** July 9, 2015

**To:** Michael Parrish, Purchasing

**From:** Richard Medlen, Facilities Maintenance Superintendent

**Subject:** Bid No. 2005-127-C – Amendment to Office Lease with Howard & Showalter Investments, for Radio Shop Office Lease

It is recommended that the lease agreement by and between the City of Plano and Howard and Showalter Investments be renewed and amended per Modification No. 1.

The site of the City of Plano Radio Shop Office Lease is recommended to remain at 925 22<sup>nd</sup> Street, Suite 100-C, Plano, Texas 75074. Modification No. 1's proposed annual lease rate per square foot of premises rented of \$9.80/RSF for five (5) years. In addition, there would be one (1) five (5) year option at a rate change to \$10.30/RSF. Relocating the office would require the Department to incur expenses to move, reprint documents and stationary and update the website.

This amendment is for one (1) term of five (5) years, including Common Area Maintenance and Taxes (based on 2014-15), with a City optional renewal of one (1) additional term of five (5) years, with fiscal year estimated amounts as listed below:

FY 2015-2016 - \$42,271.90

FY 2016-2017 - \$42,271.90

FY 2017-2018 - \$42,271.90

FY 2018-2019 - \$42,271.90

FY 2019-2020 - \$42,271.90

Total amount of \$211,359.50

Funding for Fiscal Year 2015/16 rent of \$42,271.90 is provided in account 352.6353.

Please let me know if you have any questions.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/2015			
Department:		City Manager's Office			
Department Head		Bruce D. Glasscock			
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>					
<b>CAPTION</b>					
Adoption of City Council Governance Guide for 2015-2016					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):</b> N/A					
<b>COMMENTS:</b> This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Adoption of the City Council Governance Guide for 2015-2016 relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Adoption of City Council Governance Guide for 2015-2016, setting forth principles for City Council governance.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
City Council Governance Guide 2015-2016					



# **City Council Governance Guide**

**2015-2016**

(Rev June 10, 2015)

# The City

## GOVERNANCE means . . .

- Listening to the citizens
- Anticipating and focusing on issues
- Determining vision and values
- Decision making on direction and resources
- Setting the “tone” for the city
- Monitoring staff performance
- Educating the citizenry
- Mobilizing support in the community

## MANAGEMENT means . . .

- Analyzing issues
- Developing professional recommendations
- Decision making on programs and resources
- Setting the “tone” for the organization
- Developing programs and systems
- Determine implementation plans and strategies
- Educating and developing employees
- Evaluating and adjusting performance

## SERVICE DELIVERY means . . .

- Developing operational plans and tactics
- Organizing the work unit
- Implementing decisions and programs
- Responding to citizen problems
- Maintaining equipment and facilities
- Providing quality services and products
- Developing work unit and employees
- Evaluating services and citizen impact

# **City Council (Board of Directors) Responsibility**

The council-manager form of government is similar to that of a private corporation where the stockholders (citizens) elect a board of directors which then hires a CEO (City Manager) to run the company. The City Council serves as the legislative body and sets policy that determines the broad functions of the city government. The City Manager as CEO is responsible for directing the programs of the city in accordance with ordinances, rules and regulations adopted by Council.

## **OVERVIEW**

- 1. Determine City Core Businesses**
- 2. Define Mission, Vision and Goals**
- 3. Establish Annual Agenda**
- 4. Make Policy Decisions**
- 5. Listen to Community – the Stakeholders**
- 6. Be an Advocate**
- 7. Delegate to City Staff**
- 8. Monitor Performance and Results**
- 9. Set the “Corporate” Tone**

# 12 Points of an Effective Mayor and City Council

## 1. Focus on and use Mission, Vision, Goals and Priority

- Define the city's preferred future
- Establish outcome-based goals
- Think about value to the community
- Use to allocate resources, to develop plans and policies, to invest in future

## 2. Make Timely and Courageous Decisions

- Use mission, vision, goals and priorities to make decisions
- Seek and use input from community and city staff
- Evaluate options through committees and work sessions
- Decide on what is "best for the city"

## 3. Provide Clear Direction and Expectations

- Obtain clear closure
- Define outcomes, measures of success and time frames
- Delegate assignments to Boards and Commissions, and to city staff
- Summarize and test closure to make sure everyone has the same understanding

## 4. Negotiate

- Know your own bottom line
- Look for common ground and areas of agreement first
- Use work session and committees to negotiate
- Win with grace, lose with grace

## 5. Treat Others with Respect

- Be courteous, polite and trustworthy – avoid personal attacks
- Deliver on your commitments
- Act within your defined roles
- Value the contributions of others

## 6. Have Open Communication

- Communicate using direct, open messages
- Keep everyone informed and avoid surprises or hidden agendas
- Listen and understand before judging
- Use simple and focused messages that people can remember

## **7. Monitor Performance**

- Obtain regular progress updates/status reports
- Meet annually to review and refine direction
- Evaluate the outcome and actions, and make modifications
- Take responsibility for the actions and be accountable for the results

## **8. Have a Community Presence**

- Be accessible to the citizens and community
- Go into the community beyond your political supporters
- Take time to develop effective working relationships with community partners
- Be a positive advocate for the city

## **9. Act as a Board of Directors**

- Know your community
- Focus on providing policy direction
- Delegate clear responsibility to the city manager as the CEO
- Avoid micromanaging and the daily operations

## **10. Think Strategically**

- Institutionalize the goal setting process
- Identify key partners who can bring resources to the table
- Define alternative routes and steps to the destination – the vision
- Keep the “big” picture in mind

## **11. Align the City Organization**

- Appoint individuals to Boards and Commissions who share Council’s passion for the city and vision for the future
- Define the core values to guide “how the city should operate and be managed”
- Appoint “the” city manager for your city
- Hold others accountable for their behaviors, actions and results

## **12. Share Success and Celebrate**

- Communicate “Our City Success” in terms that the average citizen understands
- Use celebrations that create positive memories; that celebrate the value the city has added to people’s lives
- Recognize others who have contributed to the city’s success
- Remember people want to be associated with success

# Policy Discussion Guide

## THINK ABOUT . . .

- Is it consistent with OUR MISSION and VISION?
- Does it contribute to achieving OUR GOAL?
- Is it a RESPONSIBILITY OF THE CITY?
- Does it ADD VALUE TO CITIZEN'S LIVES?
- Is it BEST FOR OUR CITY?

(Avoid Starting with Solutions/Actions)

## FOCUS ON . . .

- Solutions and Outcomes
- Future needs of city
- Parameters/Guidelines for Policy Development
- Expectations

# **Mayor-Council Success Statements**

## **Criteria for Judging Performance**

- 1. No Carryover from Issue to Issue**
- 2. Decisions Based on Community Benefit, Not Political Advantage**
- 3. Each Council Member has a Voice and Contributes**
- 4. Respect Each Other's Perspective and Styles**
- 5. Staff Produces Results Consistent with Council Mission, Vision, Goals and Direction**
- 6. Clear Goals and Direction – Well Defined and Consistent**
- 7. Positive, Enthusiastic Manner by Mayor and Council**
- 8. Act in a Professional Manner with Ethics and Integrity**
- 9. Make a Decision and Support It – One Voice to the Community**
- 10. Open Communication Among Mayor, City Council and Staff**
- 11. Open to New Ideas and Creative Thinking**
- 12. Citizens Feeling Council is Effective; Pride and Trust in Mayor and City Council**
- 13. Work as a Team**
- 14. Respect and be Sensitive to Citizen Needs**
- 15. Explain City Actions and Decisions to Citizens**
- 16. Agree to Disagree Over Differences: Information, Goals, Actions, Values**

# **Mayor and Council House Rules: Code of Conduct**

- **Treat Everyone with Respect, No Personal Attacks**
- **Focus on Policy Issues, Not on Personalities or Micromanaging**
- **Consider an Issue, Debate it, Vote on it, Move On to Next Issue**
- **Be Brief and Concise, Focus Comments for Item Under Consideration**
- **Be Guided by “Best for Plano”, Not a Political Agenda**
- **Listen before Judging or Taking Action; Avoid “Boxing In” People or Stereotyping**
- **Look for Common Goals and Points First, rather than Looking for Differences**
- **Agree to Disagree, No Need to Over-Talk an Issue**
- **Be Clear on Directions, Follow Plans, and Support City Policies**

# Mayor and City Council Protocol

## Operating Guidelines

### **Protocol 1: Simple Information (Easily Available)**

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Contact: City Manager, Deputy/Assistant City Manager  
Method: Use Email or Phone  
Guideline: Give Clear Expectations  
Outline Information Desired  
State Your Timeframe

### **Protocol 2: Research a Topic**

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Contact: City Manager, Deputy/Assistant City Manager  
Guideline: Future Council Agenda Item for Direction to City Mgr.

### **Protocol 3: Citizen Service Request**

---

A. First Contact  
Advise City Manager of the Request  
Council Member Notified of City's Action  
Inform Citizen the Request has been forwarded  
Information on the Response Goes to All Council

B. Unsatisfactory Contact  
Contact City Manager  
Information: Contact with Background on Issue  
If You Know the Answer, Inform the Citizen

### **Protocol 4: Council Meeting Agenda**

---

Contact: Contact City Manager or City Attorney  
Method: Email or Phone  
Guideline: Questions on Agenda Items should be provided to City Manager prior to the meeting so responses can be provided in a timely manner.  
Result: City Manager/City Attorney will share questions and answers with Council.

For Items to be placed on the Agenda it requires two Council Members or the Mayor.

**Protocol 5: Council Policy Initiative**

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Contact: Contact the Mayor and City Manager for Discussion

**Protocol 6: Communications: Council and Staff**

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Communications from City Staff goes to Mayor and all Council Members through City Manager's Office

Communications from Mayor and Council to Staff goes to City Manager and not directly to Staff

**Protocol 7: Employee Contact**

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- A. Employee Initiated
  - Send to City Manager
- B. Council Initiated
  - Beware of Legal Violations (State Law)

**Protocol 8: Emails**

---

- If you Respond, Advise City Manager
- If Directed to Mayor & Council, the Mayor will Respond "on behalf of" Mayor & Council
- Each Individual has their Choice on:
  - Whether or Not to Respond
  - Method of the Response

**Protocol 9: Information Contacts vs. Negotiating**

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- Vendor
- Developer
- Board/Commission
  - Listen
  - Avoid Response

# **EXPECTATIONS**

## **Mayor**

- 1. Be the Leader – Help Address the Issue**
- 2. Share Recognition with All Council Members**
- 3. Serve as the Mayor for All**
- 4. Be the 1<sup>st</sup> Leader for the City**
- 5. Conduct Professional Meetings**
- 6. Provide a Clear Vision, Push Agenda to Achieve the Vision**
- 7. Ask Council – What Do You Want to Do?**
- 8. Ask Questions about Direction**
- 9. State Your Ideas, Opinions, Vision**
- 10. Represent the City in the Community and to the Outside World**
- 11. Communicate with Each Other**
- 12. Serve as Ceremonial Head**

# **EXPECTATIONS**

## **City Council**

- 1. Follow the “House Rules”**
- 2. Bring Up Agenda Items for Discussion**
- 3. Keep Other Council Members Involved**
- 4. Share Information with All Council Members**
- 5. Make Decisions Based upon what is “Best for the Plano Community”**

# **EXPECTATIONS**

## **Council Liaison to Boards and Commissions**

- 1. Maintain Communications with Chair & Staff Liaison**
- 2. Know the Purpose of the Board/Commission**
- 3. Communicate the role of the Board to its members**
- 4. Review Agenda and Reports**
- 5. Serve as a Trouble-Shooter**
- 6. Interface between Commission and Council**
- 7. Identify Policy Changes**



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/27/2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas, for Interim Police Chief services; approving its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	45,240	0
BALANCE		0	45,240	0
<b>FUND(S): GENERAL FUND</b>				
<p><b>COMMENTS:</b> Approval of this Interlocal Agreement providing Interim Police Chief services to the City of Murphy, Texas provides for reimbursement from the City of Murphy for the projected \$45,240 to cover amount equal to employee's regularly-scheduled pay as a City of Plano employee.</p> <p><b>STRATEGIC PLAN GOAL:</b> Utilizing Interlocal Agreements relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City of Murphy desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested the City of Plano allow Assistant Chief Ed Drain to serve as Interim Police Chief for the City of Murphy in return for reimbursement for services rendered. This Agreement shall be week-to-week and commence on or after June 15, 2015, and shall automatically renew each week unless terminated sooner.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution and Exhibit "A"				



# Memorandum

**Date:** July 8, 2015

**To:** LaShon Ross, Deputy City Manager

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

A handwritten signature in black ink, appearing to read "Gregory W. Rushin".

**Subject:** Interlocal Agreement for Murphy Interim Chief Services

The City of Plano and the City of Murphy have entered into an agreement for Plano Assistant Chief Ed Drain to act as Interim Chief of Police for the City of Murphy while Murphy conducts a selection process to identify and hire a new Police Chief after the retirement in June of former Murphy Police Chief G. M. Cox.

This week-to-week agreement became effective on June 15, 2015, and will be terminated upon the selection and hiring of a police chief by the City of Murphy. Chief Drain remains an employee of the City of Plano while performing interim duties for Murphy and will continue to be paid as a City of Plano employee. He will return to his Assistant Chief duties for City of Plano upon the completion and termination of this agreement. Murphy will pay Plano a contract rate of \$87.00 per hour worked by Chief Drain.

The Interlocal Agreement was prepared by Legal and the Resolution to ratify the Interlocal Agreement will be presented to Council on July 27<sup>th</sup>.

**A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas, for Interim Police Chief services; approving its execution by the City Manager or his designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented an Interlocal Cooperation Agreement for providing Interim Police Chief services by and between the City of Plano, Texas and the City of Murphy, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be ratified and approved.

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

**Section I.** The terms and conditions of the 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, is hereby in all things ratified and execution by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED** this the 27th day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS  
FOR INTERIM POLICE CHIEF**

**THIS AGREEMENT**, (the "Agreement"), is made and entered into by and between the City of Plano, Texas a home-rule municipal corporation located in Collin and Denton county, Texas (hereinafter referred to as "Plano") and the City of Murphy, Texas, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "Murphy")

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the "Act"); and

**WHEREAS**, Plano and Murphy are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

**WHEREAS**, Murphy's Police Chief, G.M. Cox, is retiring June 4, 2015. Murphy desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested Plano to allow Assistant Chief Ed Drain (hereinafter referred to as "Chief Drain") to serve as Interim Police Chief for the City of Murphy in return for compensation for services rendered; and

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

**WHEREAS**, Plano and Murphy mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

**NOW THEREFORE**, for mutual consideration hereinafter stated, Plano and Murphy agree as follows:

**I.  
TERM AND TERMINATION**

This Agreement shall be week-to-week and commence on or after June 15, 2015, and shall automatically renew each week unless terminated sooner by any one or more of the following terms:

- A. This Agreement may be terminated by either party for any reason or no reason by giving at least fourteen (14) days written notice to the other party.
- B. Murphy may terminate this Agreement immediately and without notice upon the conviction of Chief Drain in any felony, or of any misdemeanor involving

theft, or the failure of Chief Drain to diligently or properly perform Chief Drain's duties under this Agreement.

## **II. OPERATING STANDARDS**

Chief Drain will determine the method, details, and means of performing Interim Police Chief Services under this Agreement to the satisfaction of Murphy and under Murphy's direct oversight. Plano and Murphy mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of Murphy, as defined from time to time by Murphy.

## **III. COMPENSATION FOR SERVICES**

Murphy shall compensate Plano under this Agreement at a rate of \$87.00 per hour for hours worked by Chief Drain. Chief Drain will continue to draw the current salary being received by Plano. Chief Drain will not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Police Department. Chief Drain will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Murphy. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract rate of \$87.00 per hour. Plano is only paid for hours worked by Chief Drain and is not paid for Chief Drain's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Chief Drain may take.

Chief Drain will submit a weekly time sheet to Murphy for payment of services performed for Murphy. The time sheet must be submitted no later than Monday each week for hours worked the preceding week. Murphy will pay Plano within fourteen (14) days of each submittal by Chief Drain.

## **IV. CONTRACTUAL RELATIONSHIP ONLY**

In performing services under this Agreement, Plano and/or Chief Drain will not be considered employee, agent, or servant of Murphy, and Murphy shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Chief Drain will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Murphy to full-time employees shall be made available to Plano or Chief Drain under this Agreement. Murphy and Plano acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. Neither Plano nor Chief Drain shall have any right to obligate Murphy to make any payments or provide any consideration to any person or organization.

**V.  
COMPLIANCE WITH LAW**

Plano and Chief Drain shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Murphy. It is agreed and understood that, if Murphy calls to the attention of Plano and Chief Drain any such violation on the part of Plano and/or Chief Drain that Plano and/or Chief Drain shall immediately desist from and correct such violation.

**VI.  
NON-DISCRIMINATION**

In the execution, performance, or attempted performance of this Agreement, Plano and Chief Drain will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

**VII.  
GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the state of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Collin County, Texas.

**VIII.  
DISCLOSURE OF CONFLICTS**

Plano hereby warrants to Murphy that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Drain's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Plano hereby agrees to make full disclosure to Murphy in writing immediately upon learning of such conflict.

Chief Drain will not accept other employment or consulting work during the term of this Agreement without prior written consent of Murphy:

**IX.  
INDEMNIFICATION**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss

of, damage to, or loss of use of any property arising out of or in connection with this contract.

To the extent allowed by law, Murphy does hereby agree to defend, hold harmless, and indemnify the designated Interim Police Chief, Plano, and its respective officers, agents and employees, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity as a contractor and as Interim Police Chief, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Police Chief as a contractor of Murphy acting within the course and scope of the Interim Police Chief's assignment with Murphy, excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Police Chief committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Police Chief's legal counsel shall be with the mutual agreement of the Interim Police Chief and Murphy if such legal counsel is not also Murphy's legal counsel. The provisions of this paragraph shall survive the termination, expiration, or other end of this Agreement and/or the Interim Police Chief's assignment with Murphy.

**X.  
ENTIRE AGREEMENT**

This Agreement represents the full and complete agreement between Murphy and Plano and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

**XI.  
NOTICE**

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

**PLANO**  
Bruce D. Glasscock  
City Manager  
City of Plano  
P. O. Box 860358  
Plano, Texas 75086-0358

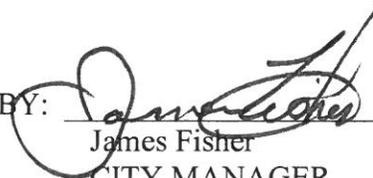
**MURPHY**  
James Fisher  
City Manager  
City of Murphy  
206 N. Murphy Road  
Murphy, Texas 75094

**XII.**  
**AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION**

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

**EXECUTED** in duplicate originals this 16 day of June, 2015.

**CITY OF MURPHY, TEXAS**

BY:   
James Fisher  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Messer, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

BY:   
for Bruce D. Glasscock  
CITY MANAGER

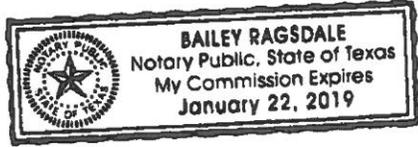
APPROVED AS TO FORM:

  
for Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 2015 by **JAMES FISHER**, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Bailey Ragsdale  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged LaShon Ross, Deputy City Manager before me on the 18<sup>th</sup> day of June, 2015 by ~~FRANK TUNNEY~~ FRANK TUNNEY, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Monica Martinez  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/2015			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the Texas Department of Public Safety and City of Plano, Texas to allow the City of Plano to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program; authorizing the City Manager or his designee to take action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15; 2015-16; 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	80,650	9,583	<b>90,233</b>
Encumbered/Expended Amount		0	-38,517	0	<b>-38,517</b>
This Item		0	-417	-9,583	<b>-10,000</b>
BALANCE		0	41,716	0	<b>41,716</b>
<b>FUND(S):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes for alcohol blood test kits purchased from an Interlocal Agreement. Expenditures will be made in the Police Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2014-15 is \$417. The remaining FY 2014-15 balance will be used for other medical expenses. The estimated amount for alcohol blood test kits in 2015-16 is \$5,000 and for 2016-17 is \$4,583. Purchases will be made within the annually approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing alcohol blood test kits through an Interlocal Agreement relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The City of Plano desires to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this agreement is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs. This agreement shall be effective September 1, 2015 and shall terminate on August 31, 2017.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution and Exhibit "A"					



# Memorandum

**Date:** July 15, 2015  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *GR*  
**Subject:** Interlocal Agreement with Texas Department of Public Safety for Blood Kits

For years the police department has been purchasing blood kits from the Department of Public Safety (DPS). On September 1, 2015, the City will enter into an Interlocal Agreement with DPS for the purchase of these kits. City Legal has reviewed the agreement and crafted the Resolution that will be presented to Council on July 27, 2015.

These kits are used for blood draws on DWI investigations. The kits purchased from DPS come complete with all of the paperwork necessary for the shipping, processing, and return results needed by the DPS laboratory. There is another company that we can purchase the kits from, but that company's kits do not include the DPS-required paperwork for processing of the sample, making it necessary for an officer to identify the current forms and make copies of the DPS paperwork to include with the kit submission. Not filing the proper paperwork with the evidentiary sample could possibly result in errors in processing and affect the overall outcome of the criminal case. DPS prefers that we purchase the kits from them to eliminate errors in the processing of the blood samples.

The cost of blood kits purchased from DPS is approximately \$5,000 annually.

GWR/gs

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the Texas Department of Public Safety and City of Plano, Texas to allow the City of Plano to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program; authorizing the City Manager or his designee to take action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement for purchasing supplies by and between the Texas Department of Safety and City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the City Council finds that the terms and conditions of the Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

**DULY PASSED AND APPROVED** this the 27th day of July, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**INTERLOCAL COOPERATION CONTRACT  
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: City of Plano

Complete Address:	<u>909 14th Street</u>	<u>Plano, Texas</u>	<u>75074</u>
	Street Address	City and State	Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

City of Plano  
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

## INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF  
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING  
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

**DPS GENERAL STORES**  
**P.O.BOX 15999**  
**AUSTIN, TEXAS 78761-5999**

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

**DPS GENERAL STORES**

**512-424-5424**

**512-424-5718**

**NON DPS AGENCIES PRICE SHEET**

**AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED  
TO PURCHASE PRINTED MATERIALS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	<b>DIC 23</b> PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 23A</b> SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 24</b> STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 25</b> NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 54</b> PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 55</b> STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 56</b> BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 57</b> NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
<b>DIC SPANISH FORMS:</b>				
_____	<b>DIC 24S</b> DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 25S</b> NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 57S</b> NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
<b>THP FORMS:</b>				
_____	<b>THP 1</b> OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP 1A</b> SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>

_____	<b>THP 51</b> STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP 51A</b> AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP/BR 38</b> INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	_____ <b>\$0.00</b>

**\*MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT  
ON FILE TO PURCHASE ITEMS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ <b>\$0.00</b>
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	_____ <b>\$0.00</b>
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	_____ <b>\$0.00</b>
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ <b>\$0.00</b>
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ <b>\$0.00</b>
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ <b>\$0.00</b>
			<b>TOTAL ENCLOSED</b>	_____ <b>\$0.00</b>
			(Items from pages 3 & 4)	

**MAIL ORDERS AND PAYMENTS TO:**

**GENERAL STORES**  
**P.O. BOX 15999**  
**AUSTIN, TEXAS 78761-5999**  
**512 -424-5424**  
**512-424-5718**

**USING YOUR LETTERHEAD, PRINT THIS PAGE,  
ATTACH ORDER SHEETS, AND MAIL TO:  
GENERAL STORES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999**

DATE \_\_\_\_\_

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

\_\_\_\_\_

Title \_\_\_\_\_

Tax exempt number \_\_\_\_\_

Contact person \_\_\_\_\_ Phone number \_\_\_\_\_

Physical Address (City, State, Zip)

\_\_\_\_\_

Email Address

\_\_\_\_\_



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/27/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and erPlano Property LP, a Delaware limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Approving the terms and conditions of an Amended and Restated Tax Abatement Agreement with Ericsson Inc., relates to the City's goals of Financially Strong City with Service Excellence and Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
Amended and Restated Tax Abatement Agreement				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Amended and Restated Tax Abatement Agreement				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Amended and Restated Tax Abatement Agreement by and between the City of Plano, Texas, Ericsson Inc., a Delaware corporation, and erPlano Property LP, a Delaware limited partnership; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Amended and Restated Tax Abatement Agreement by and between City of Plano, Texas ("City"), Ericsson Inc., a Delaware corporation ("Ericsson"), and erPlano Property LP, a Delaware limited partnership ("erPlano"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, Ericsson Real Estate Holdings Inc., a Delaware corporation ("Ericsson Holdings"), previously entered into that certain Tax Abatement Agreement dated April 11, 2012, by and between Ericsson Holdings, as owner, the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas (the "City"), and Ericsson Inc., a Delaware corporation ("Ericsson"), as tenant, which has been amended by that certain First Amendment of Tax Abatement Agreement dated March 17, 2015 (the "First Amendment"), by and between the City, Ericsson Wifi Inc., a Delaware corporation (formerly known as Ericsson Real Estate Holdings Inc.) ("Ericsson Wifi") and Ericsson (as so amended, the "Agreement"), with respect to that certain parcel of real property located in Plano, Texas ("Real Property"); and

**WHEREAS**, Ericsson as owner of the Real Property has divided, replatted and partially conveyed a portion of said Real Property to erPlano; and

**WHEREAS**, the attached Amended and Restated Tax Abatement Agreement accurately incorporates the changes and assignment of certain rights, title and interest after Ericsson's conveyance of the portion of the Real Property to erPlano; and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 27th day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS  
COUNTY OF COLLIN

**AMENDED AND RESTATED  
TAX ABATEMENT AGREEMENT**

This Amended and Restated Tax Abatement Agreement (this "Agreement") is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as the "City"; Ericsson Inc., a Delaware corporation, duly acting by and through its authorized representative, hereinafter referred to as "Ericsson"; and erPlano Property LP, a Delaware limited partnership, duly acting by and through its authorized representative, hereinafter referred to as "erPlano."

**WITNESSETH:**

**WHEREAS**, on the 26<sup>th</sup> day of March, 2012, the City Council of the City of Plano, Texas, passed Ordinance No. 2012-3-19 establishing Reinvestment Zone No. 123, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

**WHEREAS**, the City has adopted a policy statement for Tax Abatement by Resolution No. 2014-1-1(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

**WHEREAS**, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

**WHEREAS**, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefitting the City in accordance with the said Ordinance and Act; and

**WHEREAS**, the contemplated use of the Real Property, as hereinafter defined, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 123 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law; and

**WHEREAS**, in connection with the foregoing, the City, Ericsson and Ericsson Real Estate Holdings Inc., a Delaware corporation, whose name was subsequently changed to Ericsson Wifi Inc., a Delaware corporation ("Former Owner"), entered into that certain Tax Abatement Agreement authorized by resolution of the City Council at its Council Meeting on March 26, 2012, and executed April 11, 2012, which was subsequently amended by that certain

First Amendment to Tax Abatement Agreement dated March 17, 2015, by and between the City, Former Owner, and Ericsson (as amended, the "Original Abatement Agreement"); and

**WHEREAS**, the Original Abatement Agreement covered that certain real property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Real Property"); and

**WHEREAS**, the Real Property has been replatted by that certain Replat Ericsson Village Addition, Lots 2R and 3, Block A, being a replat of Ericsson Village Addition, Lot 2, Block A, an addition to the City of Plano, Collin County, Texas, according to the plat thereof filed 06/23/2015, recorded in Volume 2015, Page 346, cc# 20150623010002250, Plat Records, Collin County, Texas, a copy of which is attached hereto as Exhibit C (the "Replat"); and

**WHEREAS**, in connection with the sale of Lot 2R of the Replat, as more particularly described on Exhibit D attached hereto ("Lot 2R") by Ericsson to erPlano and the leasing thereof, including without limitation all improvements on Lot 2R, pursuant to that certain Lease Agreement by and between erPlano, as landlord, and Ericsson, as tenant, dated as of June 29, 2015 (the "Lease"), the parties hereto have agreed to amend and restate the Original Abatement Agreement subject to and in accordance with the terms hereof; and

**WHEREAS**, Ericsson will be retaining ownership of Lot 3 of the Replat, as more particularly described on Exhibit E attached hereto ("Lot 3"), following the sale of Lot 2R to erPlano.

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

1. erPlano is the owner of Lot 2R, and Ericsson is the tenant with respect to Lot 2R and any improvements located thereon, including without limitation two (2) office buildings and one (1) parking garage, pursuant to the Lease which are identified on Exhibit F attached hereto.
2. Ericsson is the owner of Lot 3.
3. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 123, which shall be hereinafter referred to as the "Personalty." Prior to January 1, 2014, Ericsson, Former Owner or their affiliates added or caused the Personalty to be added to the Real Property. By January 1, 2014, the Personalty located in the office buildings on that portion of the Real Property now known as Lot 2R had an assessed taxable value as determined by the Collin County Appraisal District of not less than Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the "Minimum Personalty Value").
4. Ericsson shall maintain the taxing situs of the Personalty on Lot 2R and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

#### **IMPROVEMENTS**

5. (a) Pursuant to the Lease, Ericsson has leased more than 200,000 gross square feet of space in the office buildings located on Lot 2R.

(b) Prior to December 31, 2013, Ericsson, Former Owner or their affiliates made or caused to be made improvements to the Real Property (collectively, the “Real Property Improvements”) consisting of two (2) four (4) story office buildings, two (2) multi-level parking garages, and site improvements with an assessed taxable value of Real Property Improvements of not less than Seventeen Million Dollars (\$17,000,000.00) (the “Minimum Improvements Value”) as determined by the Collin County Central Appraisal District for the tax year beginning in January 2014.

#### DEFAULT

6. Any of the following events shall be deemed a breach of this Agreement resulting in default:
  - (a) (i) Ericsson allows its personal property taxes on the Personalty located on Lot 2R or its real property improvement taxes with respect to Lot 3, or (ii) erPlano allows its real property improvement taxes with respect to Lot 2R, owed to the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within 30 days of receipt of written notice of such delinquency; or
  - (b) At any time during this Agreement, the Personalty is removed from Lot 2R and that results in the assessed taxable value of all tangible personal property on Lot 2R to be less than the Minimum Personalty Value; or
  - (c) The assessed taxable value of the Real Property Improvements is less than the Minimum Improvements Value as a result of a protest by Ericsson or erPlano; or
  - (d) (i) Ericsson, erPlano or their duly authorized representatives fail to provide annual certification as required in Paragraph 10 below; or
  - (ii) Ericsson or erPlano fails to comply with the Assignment provision in Paragraph 11; or
  - (e) Ericsson or erPlano has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens at the Real Property.
7. In the event that Ericsson or erPlano defaults under this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be terminated as to all parties except any damages as specified in Paragraph 8 below shall survive the termination of this Agreement. A default by one party is deemed a default by both parties subject to this default provision. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.
8. (a) Subject to Paragraph 7 above, upon the occurrence of an event of default under Paragraphs 6(a), (b) or (e) above and that default remains uncured, all taxes, including previously abated taxes which would have been paid to the City without the benefit of this

Agreement, shall become due and owing to the City by the party in default hereunder, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

(b) Subject to Paragraph 7 above, upon the occurrence of an event of default under Paragraphs 6(c) or (d) above and that default remains uncured, this Agreement shall terminate in its entirety to all parties upon delivery of written notice by the City to the parties. At the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City without the benefit of this Agreement to become due and owing to the City by the party in default hereunder, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option (if at all) within ninety (90) days of notice of default.

#### **EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS**

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

#### **ANNUAL CERTIFICATION**

10. Beginning November 1, 2015, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, Ericsson and erPlano, or their successors or assigns, must each provide annual certification (substantially in the form attached as Exhibit B hereto) (an "Annual Certification") to the City certifying compliance with each applicable term of the Agreement. erPlano hereby grants to Ericsson a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of erPlano and Ericsson agrees to perform such duty. The City hereby acknowledges that Ericsson delivered the Annual Certification for calendar year 2014 in accordance with the terms of the Original Abatement Agreement.

#### **ASSIGNMENT**

11. If either Ericsson or erPlano wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for City Council review and approval.

(b) Exceptions to City Consent. Ericsson or erPlano may assign this Agreement without obtaining the City's consent:

- (i) To an Affiliate of Ericsson or erPlano; or
- (ii) To any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than fifty percent (50%) of the assets of Ericsson or erPlano; or
- (iii) Upon the sale of Lot 2R by erPlano; or
- (iv) Upon the sale of Lot 3 by Ericsson.

For purposes of this subsection (b), an Affiliate of Ericsson or erPlano shall mean an entity directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control with Ericsson or erPlano, with control meaning fifty percent (50%) or more ownership or beneficial interest of income or capital, or ownership of the voting power of the voting entity.

(c) Prior to the effective date of the assignment, transfer or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement applicable to the assigning party, without exception, and the assignee or successor shall be responsible for any default(s) of the assignor or seller that occurred prior to or after the effective date of the assignment.

#### **ABATEMENT PROVISIONS**

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of (i) real property improvement taxes payable by Ericsson with respect to Lot 3, (ii) ad valorem personal property taxes payable by Ericsson with respect to the Personalty located on Lot 2R, and (iii) real property improvement taxes payable by erPlano with respect to Lot 2R, otherwise owed to the City shall be abated as follows:

(a) The tax abatements as to Personalty and Real Property Improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014, through December 31, 2023 (the "Term").

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property Improvements for each tax year from January 1, 2014, through December 31, 2023.

(c) Ericsson or erPlano shall have the right to protest and/or contest any assessment of the Personalty or Real Property Improvements where such assessment is above the Minimum Personalty Value or the Minimum Improvements Value, as applicable. The abatement shall be applied to the amount of taxes finally determined to be due as a

result of any such protest and/or contest. Notwithstanding the foregoing, it shall be a breach of this Agreement if the assessed value of the Real Property Improvements falls below the Minimum Improvements Value or if the assessed value of the Personalty falls below the Minimum Personalty Value in either case as a result of Ericsson's or erPlano's protest and/or contest of the value of the Real Property Improvements or the Personalty, or if the removal of any Personalty from Lot 2R causes the assessed taxable value of the Personalty to be less than the Minimum Personalty Value.

#### NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Paige Mims  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Ericsson by notice to:

Ericsson Inc.  
Attn: Tax Department  
6300 Legacy Drive  
Plano, TX 75024

With a copy to:

Ericsson Inc.  
Attn: Legal Department  
6300 Legacy Drive  
Plano, TX 75024

For erPlano by notice to:

erPlano Property LP  
c/o U.S. Realty Advisors, LLC  
1370 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, New York 10019  
Attention: David M. Ledy

With a copy to:

Proskauer Rose LLP  
Eleven Times Square  
New York, New York 10036  
Attention: Wendy J. Schriber, Esq.

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

#### MISCELLANEOUS PROVISIONS

14. During the term of the Agreement, Ericsson and erPlano further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to erPlano) to access the Real Property during regular business hours to inspect the Personalty and Real Property Improvements in order to insure that the location of the Personalty and Real Property Improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

15. It is understood and agreed between the parties that Ericsson and erPlano, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Ericsson and erPlano agree to indemnify and hold harmless the City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

16. Based upon the certification provided by erPlano and Ericsson, the City represents that the Real Property is not owned by any member of the city council or planning commission.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was entered into by Ericsson and erPlano pursuant to its execution and delivery by their respective duly authorized representatives.

19. This instrument shall constitute a valid and binding agreement between the City, Ericsson and the erPlano when executed in accordance herewith.

20. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. This Agreement amends, restates and supersedes in its entirety the Original Abatement Agreement.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Agreement is performable in Collin County, Texas. Signed this \_\_\_\_ day of June, 2015.

ATTEST:

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

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,  
a Delaware corporation

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

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

ATTEST:

ERPLANO PROPERTY LP,  
a Delaware limited partnership

By: \_\_\_\_\_  
erPlano Property GP LLC,  
a Delaware limited liability company,  
its General Partner

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

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

This Agreement is performable in Collin County, Texas. Signed this \_\_\_ day of June, 2015.

ATTEST:

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

\_\_\_\_\_  
Lisa C. Henderson, City Secretary

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,  
a Delaware corporation

\_\_\_\_\_  
Title: *Assistant Secretary*

By: \_\_\_\_\_  
Name: *Vickie Bunch*  
Title: *Assistant Secretary*

ATTEST:

ERPLANO PROPERTY LP,  
a Delaware limited partnership

By: \_\_\_\_\_  
erPlano Property GP LLC,  
a Delaware limited liability company,  
its General Partner

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

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

This Agreement is performable in Collin County, Texas. Signed this \_\_\_\_ day of June, 2015.

ATTEST:

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

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

\_\_\_\_\_  
Lisa C. Henderson, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

ATTEST:

ERICSSON INC.,  
a Delaware corporation

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

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

ATTEST:

ERPLANO PROPERTY LP,  
a Delaware limited partnership

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

erPlano Property GP LLC,  
a Delaware limited liability company,  
its General Partner

  
Title: \_\_\_\_\_  
Officer

By: \_\_\_\_\_  
Name: David M. Ledy  
Title: Vice President

## EXHIBIT A

### LEGAL DESCRIPTION OF REAL PROPERTY

Being a tract of land situated in the Henry Cook Survey, Abstract No. 183, the City of Plano, Collin County, Texas, and being part of TRACT 12, as described in deed to West Plano Land Company, L.P., as recorded in County Clerk's Document No. 20060920001358250, in the Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "K.H.A." (hereinafter referred to as "with cap") found on the north right-of-way line of Tennyson Parkway (a variable width right-of-way line), as recorded in County Clerk's Document No. 2004-0021128, O.P.R.C.C.T., for the southwest corner of said Tract 12, same being the southeast corner of Lot 1, Block A, of Ericsson Village Addition, an addition to the City of Plano, Texas, as recorded in County Clerk's Document No. 20081202010004190, O.P.R.C.C.T., said point also being the southwest corner of a tract of land described in deed to the City of Plano, as recorded in Volume 4624, Page 262, O.P.R.C.C.T.;

THENCE North 00 degrees 31 minutes 11 seconds West, along the east line of said Lot 1 and west line of said TRACT 12 and City of Plano tract, a distance of 11.00 feet to a 5/8-inch iron rod with cap found for the POINT OF BEGINNING of the herein described tract;

THENCE North 00 degrees 31 minutes 11 seconds West, continuing along said east and the west line of said TRACT 12, a distance of 115.31 feet to a 1/2-inch rod with cap set for corner;

THENCE North 04 degrees 00 minutes 32 seconds West, continuing along said east and west lines, a distance of 63.20 feet to a 5/8-inch iron rod with cap found for the point of curvature of a non-tangent circular curve to the left having a radius of 600.00 feet and whose chord bears North 30 degrees 32 minutes 09 seconds West, a distance of 535.51 feet;

THENCE Northwesterly, continuing along said east and west lines and along said curve, through a central angle of 53 degrees 00 minutes 29 seconds, an arc distance of 555.10 feet to a 5/8-inch iron rod with cap found for corner at the end of said curve;

THENCE North 00 degrees 31 minutes 54 seconds West, continuing along said east and west lines, a distance of 528.27 feet to a 1/2-inch rod with yellow plastic cap stamped "HALFF ASSOC." (hereinafter referred to as "with cap") set at the southwest corner of a tract of land described in deed to Diodes Inc., as recorded in County Clerk's Document No. 2008070100802860, O.P.R.C.C.T.;

THENCE North 89 degrees 17 minutes 31 seconds East, along the south line of said Diodes Inc. tract, a distance of 843.58 feet to a 1/2-inch rod with cap set on the west right-of-way line of Communications Parkway (a variable width right-of-way), as recorded in County Clerk's Document No. 2000-0068706, O.P.R.C.C.T. and the east line of said TRACT 12 at the southeast corner of said Diodes Inc. tract;

THENCE along the west right-of-way line of said Communications Parkway and the east line of said TRACT 12 the following bearings and distances:

South 00 degrees 42 minutes 29 seconds East, a distance of 831.43 feet to a 5/8-inch iron rod with cap found for corner;

South 00 degrees 54 minutes 53 seconds West, a distance of 150.06 feet to a 5/8-inch iron rod with cap found for corner;

South 00 degrees 42 minutes 33 seconds East, a distance of 181.99 feet to a 5/8-inch iron rod with cap found for the northeast corner of a corner clip at the intersection of said west right-of-way line of Communications Parkway and the north right-of-way line of said Tennyson Parkway;

THENCE South 44 degrees 28 minutes 30 seconds West, along said corner clip, a distance of 25.37 feet to a 1/2-inch rod with cap set for corner on the north right-of-way line of said Tennyson Parkway and the south line of said TRACT 12;

THENCE along the north right-of-way line of said Tennyson Parkway and the south line of said TRACT 12 the following bearings and distances:

South 89 degrees 39 minutes 29 seconds West, a distance of 182.00 feet to a 1/2-inch rod with cap set for corner;

South 88 degrees 01 minute 58 seconds West, a distance of 150.06 feet to a 1/2-inch rod with cap set for corner;

South 89 degrees 39 minutes 29 seconds West, a distance of 8.12 feet to a 1/2-inch rod with cap set for the southeast corner of said City of Plano tract;

THENCE North 84 degrees 37 minutes 52 seconds West, continuing along said north right-of-way line, and along the north line of said City of Plano tract, a distance of 110.88 feet to a 1/2-inch rod with cap set for corner;

THENCE South 89 degrees 39 minutes 29 seconds West, continuing along said north lines, a distance of 78.96 feet to a 1/2-inch rod with cap set for corner at the beginning of a tangent circular curve to the left having a radius of 1,121.75 feet and whose chord bears South 89 degrees 02 minutes 43 seconds West, a distance of 23.98 feet;

THENCE Southwesterly, along said north lines and along said curve, through a central angle of 01 degree 13 minutes 29 seconds, an arc distance of 23.98 feet to the POINT OF BEGINNING AND CONTAINING 859,849 square feet or 19.74 acres of land.

**EXHIBIT B**

**CERTIFICATION**

[DATE]

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

RE: Certification Form — Reinvestment Zone No. 123

Amended and Restated Tax Abatement Agreement (the "Agreement") between Ericsson Inc. ("Ericsson"); erPlano Property LP ("erPlano") and the City of Plano.

This letter certifies that Ericsson and erPlano are in compliance with each applicable term as set forth in the Agreement. The term of the tax abatements provided under the Agreement is January 1, 2014 through December 31, 2023. This form is due on November 1 of each year the Agreement is in force. [IF APPLICABLE: Ericsson makes this certification on behalf of erPlano pursuant to the power of attorney in Section 10 of the Agreement.]

ERICSSON INC.,  
a Delaware corporation

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

ERPLANO PROPERTY LP,  
a Delaware limited partnership

By: erPlano Property GP LLC,  
a Delaware limited liability company,  
its General Partner

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

**EXHIBIT C**

**REPLAT**

[Attached Hereto]





## EXHIBIT D

### LOT 2R

#### LEGAL DESCRIPTION

12.885 ACRES

**BEING** a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being all of Lot 2R, Block A of Ericsson Village Addition, Lots 2R and 3, Block A, an addition to the City of Plano, Texas according to the plat thereof recorded in Instrument No.

20150623010002250, and Cabinet 2015, Page 346, Official Public Records of Collin County, Texas, and being part of a tract of land described in Warranty Deed to Ericsson Inc. recorded in Instrument No. 20150610000691140, Official Public Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with "KHA" cap set at the northeast corner of a right-of-way corner clip at the intersection of the north right-of-way line of Tennyson Parkway (a variable width right-of-way) and the west right-of-way line of Communications Parkway (a variable width right-of-way);

**THENCE** with said right-of-way corner clip, South 44°27'49" West, a distance of 35.24 feet to a 5/8" iron rod with "KHA" cap set in the said north right-of-way line of Tennyson Parkway;

**THENCE** with said north right-of-way line of Tennyson Parkway, the following courses and distances:

South 89°38'50" West, a distance of 175.00 feet to a 1/2" iron rod with "Pacheco Koch" cap found for corner;

South 88°01'19" West, a distance of 150.06 feet to a 1/2" iron rod with "Halff" cap found for corner; South 89°38'50" West, a distance of 8.53 feet to a 5/8" iron rod with "KHA" cap set for corner; from which a 1/2" iron rod with "Halff" cap found for reference bears South 82°27' East, a distance of 0.5 feet; North 84°38'33" West, a distance of 110.55 feet to a standard City of Plano concrete monument found for corner;

South 89°38'48" West, a distance of 78.96 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left having a central angle of 1°13'29", a radius of 1121.75 feet, a chord bearing and distance of South 89°02'03" West, 23.98 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 23.98 feet to an "X" cut in concrete found for corner in the east line of Lot 1, Block A of Ericsson Village, Lot 1, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Instrument No. 20081202010004190, Official Public Records of Collin County, Texas and being the southwest corner of said Lot 2R;

**THENCE** departing said north right-of-way line of Tennyson Parkway and with said east line of Lot 1, the following courses and distances:

North 0°32'33" West, a distance of 115.31 feet to a 5/8" iron rod with "KHA" cap found for corner; North 4°01'54" West, a distance of 63.20 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 53°00'20", a radius of 600.00 feet, a chord bearing and distance of North 30°32'05" West, 535.49 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 555.07 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;

North 0°32'33" West, a distance of 3.73 feet to a 5/8" iron rod with "KHA" cap set for the southwest corner of said Lot 3;

**THENCE** departing said east line of Lot 1 and with the south line of said Lot 3, the following courses and distances:

North 66°12'39" East, a distance of 795.62 feet to an "X" cut in concrete found for corner;  
South 37°14'47" East, a distance of 66.07 feet to an "X" cut in concrete found for corner;  
North 89°17'30" East, a distance of 73.88 feet to an "X" cut in concrete found for corner in said west right-of-way line of Communications Parkway and being the southeast corner of said Lot 3;

**THENCE** with said west right-of-way line of Communications Parkway, the following courses and distances:

South 0°43'08" East, a distance of 565.56 feet to a 5/8" iron rod with "KHA" cap set for corner;  
South 0°54'14" West, a distance of 150.06 feet to a 5/8" iron rod with "KHA" cap found for corner;  
South 0°43'12" East, a distance of 174.99 feet to the **POINT OF BEGINNING** and containing 12.885 acres or 561,275 square feet of land.

Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas Zone 4202 being the City of Plano Geodetic Control Network utilizing a surface scale factor 1.00015421.

## EXHIBIT E

### LOT 3

#### LEGAL DESCRIPTION

6.852 acres

**BEING**, a tract of land situated in the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas and being part of Lot 2, Block A of Ericsson Village Addition, Lot 2, Block A, an addition to the City of Plano, Texas according to the Final Plat recorded in Instrument No. 20130325010000850, Official Public Records of Collin County, Texas, and being part of a tract of land described in Special Warranty Deed to Ericsson Real Estate Holdings, Inc. recorded in Instrument No. 20111208001327000, Official Public Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a City of Plano concrete monument set in the west right-of-way line of Communications Drive, (a 121-foot right-of-way), and being the northeast corner of said Lot 2, Block A and the southeast corner of a tract of land described in Special Warranty Deed to Diodes Incorporated recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas;

**THENCE** with said west right-of-way line, South 00°43'08" East, a distance of 265.87 feet to a point for corner;

**THENCE** departing said west right-of-way line the following courses and distances, to wit:

South 89°17'30" West, a distance of 73.88 feet to a point for corner;  
North 37°14'47" West, a distance of 66.07 feet to a point for corner;  
South 66°12'39" West, a distance of 795.62 feet to a point for corner, corner in the east line of Lot 1, Block A of Ericsson Village, Lot 1, Block A, an addition to the City of Plano, Texas, according to the plat recorded in Instrument No. 20081202010004190, Official Public Records of Collin County, Texas;

**THENCE** with the east line of said Lot 1, Block A, North 00°32'33" West a distance of 524.54 feet to a to a 1/2" iron rod with "Half" cap found for the southwest corner of said Diodes tract ad being the northwest corner of said Lot 2, Block A

**THENCE** departing said east line of Lot 1 and with the south line of said Diodes Incorporated tract, North 89°16'52" East, a distance of 843.58 to the **POINT OF BEGINNING** and containing 6.852 acres or 298,478 square feet of land.

Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas Zone 4202 being the City of Plano Geodetic Control Network utilizing a surface scale factor 1.00015421.

**EXHIBIT F**

[Attached Hereto]

**Kimley»Horn**  
 12.85 ACRES SITUATED IN THE  
 ERICSSON VILLAGE ADDITION  
 A  
 LOTS 2R, BLOCK A  
 ALTA/CASM TITLE SURVEY

CITY OF PLANO, COLLIN COUNTY, TEXAS  
 HENRY COOK SURVEY, ABSTRACT NO. 183  
 12.85 ACRES SITUATED IN THE  
 ERICSSON VILLAGE ADDITION  
 A  
 LOTS 2R, BLOCK A  
 ALTA/CASM TITLE SURVEY

DATE: 06/23/2011  
 TIME: 10:00 AM  
 PROJECT: 12.85 ACRES SITUATED IN THE ERICSSON VILLAGE ADDITION A LOTS 2R, BLOCK A ALTA/CASM TITLE SURVEY

NO.	DATE	DESCRIPTION
1	06/23/2011	FINAL PLAN
2	06/23/2011	PRELIMINARY PLAN



APPROVED FOR THE CITY OF PLANO  
 DATE: 06/23/2011  
 BY: [Signature]

**CITY OF PLANO ZONING REQUIREMENTS**

REQUIREMENTS	REQUIREMENTS
MINIMUM LOT AREA	50,000 SQ. FT.
MINIMUM LOT WIDTH	150 FT.
MINIMUM LOT DEPTH	100 FT.
MINIMUM FRONT YARD SETBACK	25 FT.
MINIMUM SIDE YARD SETBACK	10 FT.
MINIMUM REAR YARD SETBACK	10 FT.
MINIMUM FRONT SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM SIDE SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM REAR SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM FRONT SETBACK FROM ADJACENT ALLEY	10 FT.
MINIMUM SIDE SETBACK FROM ADJACENT ALLEY	10 FT.
MINIMUM REAR SETBACK FROM ADJACENT ALLEY	10 FT.

**PARKING TABLE**

TYPE	PER 1,000 SQ. FT. OF FLOOR AREA
MINIMUM	1
MAXIMUM	1

**REQUIREMENTS**

REQUIREMENTS	REQUIREMENTS
MINIMUM LOT AREA	50,000 SQ. FT.
MINIMUM LOT WIDTH	150 FT.
MINIMUM LOT DEPTH	100 FT.
MINIMUM FRONT YARD SETBACK	25 FT.
MINIMUM SIDE YARD SETBACK	10 FT.
MINIMUM REAR YARD SETBACK	10 FT.
MINIMUM FRONT SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM SIDE SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM REAR SETBACK FROM ADJACENT STREET	10 FT.
MINIMUM FRONT SETBACK FROM ADJACENT ALLEY	10 FT.
MINIMUM SIDE SETBACK FROM ADJACENT ALLEY	10 FT.
MINIMUM REAR SETBACK FROM ADJACENT ALLEY	10 FT.

**PLANNING STATEMENTS**  
 According to the U.S. EPA and National Wetlands Inventory, the project is located in an area that is not a wetland. The project is located in an area that is not a wetland. The project is located in an area that is not a wetland.

**NOTES:**  
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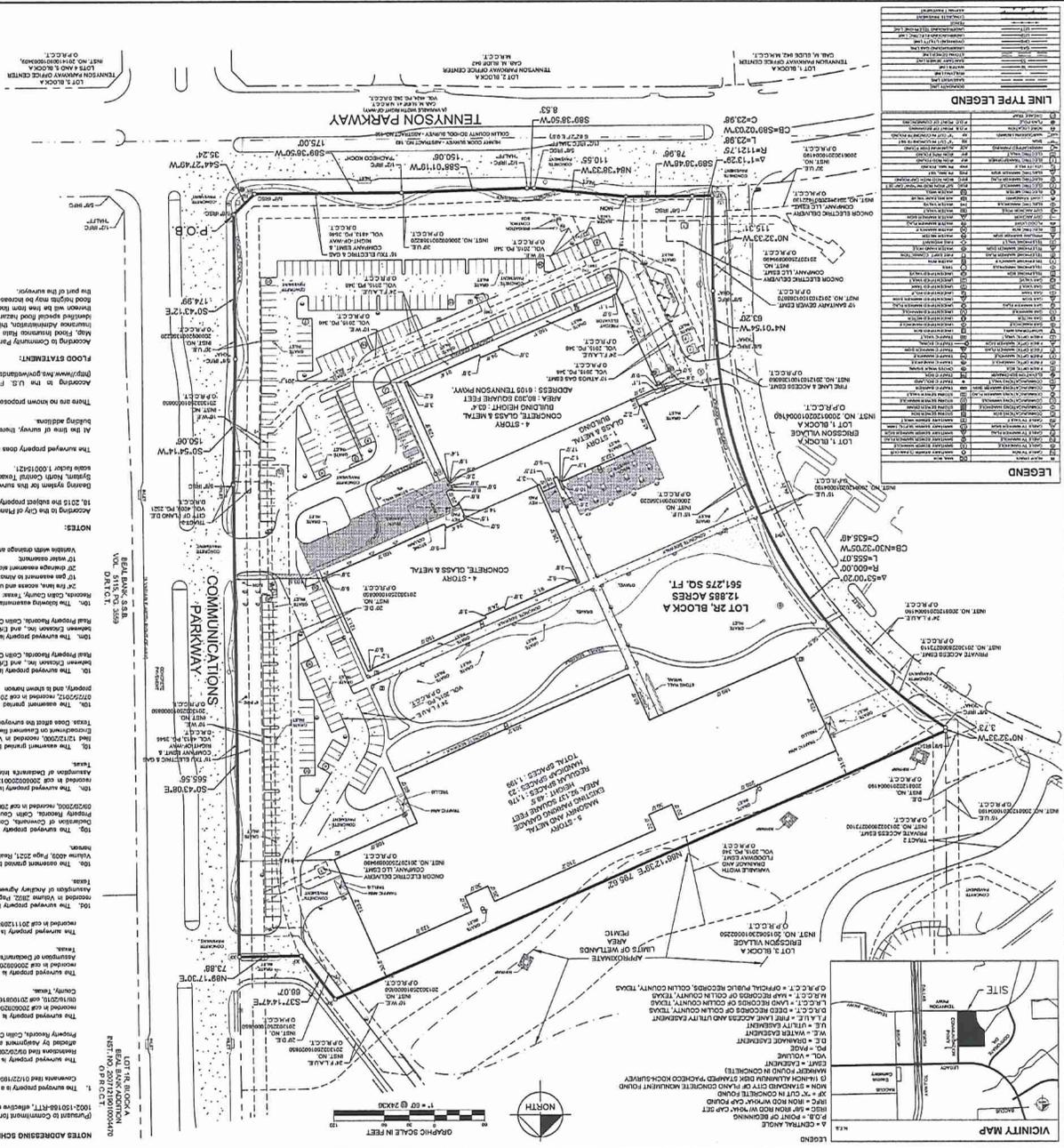
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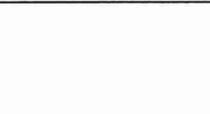


**LINE TYPE LEGEND**

LINE TYPE	DESCRIPTION
---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	ADJACENT LOT LINE
---	ADJACENT BLOCK LINE
---	ADJACENT TRACT LINE
---	ADJACENT COUNTY LINE
---	ADJACENT STATE LINE
---	ADJACENT FEDERAL LINE
---	ADJACENT NATIONAL LINE
---	ADJACENT INTERNATIONAL LINE
---	ADJACENT OCEANIC LINE
---	ADJACENT ARCTIC LINE
---	ADJACENT ANTARCTIC LINE
---	ADJACENT GALACTIC LINE
---	ADJACENT UNIVERSE LINE

**LEGEND**

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	ADJACENT LOT LINE
---	ADJACENT BLOCK LINE
---	ADJACENT TRACT LINE
---	ADJACENT COUNTY LINE
---	ADJACENT STATE LINE
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---	ADJACENT GALACTIC LINE
---	ADJACENT UNIVERSE LINE



DATE: 06/23/2011  
 TIME: 10:00 AM  
 PROJECT: 12.85 ACRES SITUATED IN THE ERICSSON VILLAGE ADDITION A LOTS 2R, BLOCK A ALTA/CASM TITLE SURVEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/27/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.</p> <p>STRATEGIC PLAN GOAL: A request for Enterprise Project Nomination for job retention benefits relates to the City's goals of Financially Strong City with Service Excellence, Strong Local Economy and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
Request for Enterprise Project Nomination for job retention benefits.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Request				
Resolution				



6501 Legacy Drive  
Plano, TX 75024  
jcp.com

June 10, 2015

Mr. Bruce Glasscock  
City Manager  
City of Plano  
Post Office Box 860358  
Plano, Texas 75086

Mr. Bryan Daniel  
Director  
Office of the Governor  
Economic Development & Tourism  
Post Office Box 12428  
Austin, Texas 78711

Re: Project Description Letter for J. C. Penney Corporation, Inc.  
City of Plano, Texas Enterprise Project Application – Tab 11

Dear Mr. Glasscock and Mr. Daniel:

With 2014 annual revenue of \$11.9 billion, J. C. Penney Corporation, Inc. (“J. C. Penney”) has grown to be a major retailer operating 1,094 department stores in 49 states and Puerto Rico. Incorporated in Delaware in 2002, J.C. Penney is a principal operating subsidiary of J. C. Penney Company, Inc., incorporated in Delaware in 1924 that is publically traded on the New York Stock Exchange as “JCP”. J. C. Penney’s business consists of selling merchandise and services to consumers through its department stores and Internet website. J. C. Penney sells apparel and footwear, accessories, jewelry, beauty products and home furnishings. In addition, J. C. Penney stores provide customers with services such as styling salon, optical, portrait photography and custom decorating. Founded in 1902, J. C. Penney now employs approximately 109,015 people worldwide and has made a commitment to selling merchandise and services to consumers in the communities it serves.

J. C. Penney currently has 1111 locations in Texas employing 10,848 people statewide in addition to the Plano headquarters, located at 6501 Legacy Drive, Plano, Texas 75024 where they currently employ approximately 2,420 employees. Presently, J. C. Penney is serving customers in international markets and does not require any additional transportation needs.

Over the next five years, J. C. Penney anticipates spending over \$8.4 million in capital investment to update and make improvements to the Plano headquarters. These planned investments include, but may not be limited to, the following: lighting upgrades for all existing lighting; carpet replacement throughout the facility; roofing upgrades to the main building and parking garage; central plant chillers and cooling tower replacements; rebuilding all freight elevators and updating restrooms. J. C. Penney is committed to building on its legacy of responsible corporate citizenship by improving the social, environmental and ethical standards across their operations and together these

renovations and upgrades will enhance energy efficiencies, improve services, reduce elevator downtime, and enhance J. C. Penney's processes.

J. C. Penney currently has 2,420 people at its headquarters located in Plano, Texas and commits to retain the existing level of employment. These jobs meet the definition of a "retained job" in the Texas Government Code §2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. Given the proposed investment, no layoffs or reductions are anticipated at this time. J. C. Penney qualifies under Texas Government Code §2303.404 to receive an enterprise project designation because (1) it involved an expansion, renovation, or new construction; (2) it will be completed within the predetermined period of time not to exceed 5 years; and (3) J. C. Penney utilizes an accounting system that allows for tracking of income and expenses related to their headquarters facility.

J. C. Penney continues the legacy of founder James Cash Penney of giving back with a strong commitment to support the communities where J. C. Penney operates. Main national and local philanthropic efforts include giving, grants and sponsorships, disaster relief, in-kind donations and community engagement through associate giving and volunteerism. J. C. Penney associates strive to make their community a better place to live and to work through volunteer efforts and financial support for a variety of organizations benefiting a wide array of people throughout the community.

J. C. Penney is proud to be an integral part of the Plano community and will continue to be an active participant, contributor, and corporate citizen. J. C. Penney looks forward to working with the Texas Enterprise Zone Program and the City of Plano in the coming years.

Sincerely,



David Bullington  
Vice President – Tax Services  
J. C. Penney Corporation, Inc.

**A Resolution of the City of Plano, Texas, nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.**

**WHEREAS**, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, ("Act") authorizes the designation of enterprise projects within an enterprise zone (or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone); and

**WHEREAS**, the City of Plano, Texas ("City") desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

**WHEREAS**, on June 22, 2015, the Plano, Texas City Council approved Ordinance 2015-6-11, electing to continue participating in the Texas Enterprise Zone Program and providing for local incentives available in each area within an enterprise zone and in each area not in an enterprise zone, which local incentives are the same today as they were provided in Ordinance 2015-6-11; and

**WHEREAS**, the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") will consider J. C. Penney Corporation, Inc. as an enterprise project pursuant to a nomination and an application made by the City; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), J. C. Penney Corporation, Inc. has applied to the City for designation as an enterprise project; and

**WHEREAS**, the City finds that J. C. Penney Corporation, Inc. has represented to the City that it meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. J. C. Penney Corporation, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located inside of an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of J. C. Penney Corporation, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

**WHEREAS**, the City finds that J. C. Penney Corporation, Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates J. C. Penney Corporation, Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the City finds that it is in the best interest of the City to nominate J. C. Penney Corporation, Inc. as an enterprise project pursuant to the Act.

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

**Section I.** The City Council finds that J. C. Penney Corporation, Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

**Section II.** That the enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

**Section III.** That the findings of the City and its actions approving this resolution taken at the City Council meeting are hereby approved and adopted.

**Section IV.** The City Manager, or his authorized designee, is hereby authorized to execute any documents in connection with the nomination on behalf of the City of Plano referenced above.

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

**DULY PASSED AND APPROVED** this the 27th day of July, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Finance			
Department Head		Denise Tacke			
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, authorizing the approval of a loan for the Saigling House project from the City of Plano Tax Increment Financing District Reinvestment Zone Number Two for the purpose of funding to support the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	10,643,423	0	<b>10,643,423</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-400,000	0	<b>-400,000</b>
BALANCE		0	10,243,423	0	<b>10,243,423</b>
<b>FUND(S):    TIF II FUND</b>					
<b>COMMENTS:</b> The TIF II Fund has sufficient funds available to extend a loan of \$400,000 to support the Saigling House project. This loan may be forgiven in the future provided criteria are met.					
<b>STRATEGIC PLAN GOAL:</b> Facilitating private participation in the Saigling House project relates to the City's goal of Partnering for Community Benefit.					
<b>SUMMARY OF ITEM</b>					
Authorizing the approval of a loan for the Saigling House project from City of Plano Tax Increment Financing District Reinvestment Zone Number Two for the purpose of funding to support the restoration, repurposing, and occupancy of the Saigling House and grounds.					
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City of Plano, Texas, authorizing the approval of a loan for the Saigling House project from the City of Plano Tax Increment Financing District Reinvestment Zone Number Two for the purpose of funding to support the restoration, repurposing, and occupancy of the Saigling House and grounds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council adopted a Project and Finance Plan for Tax Increment Financing District Reinvestment Zone Number Two on May 12, 2014, a portion of which is unencumbered and unallocated funds; and

**WHEREAS**, the City Council recognizes the importance of the completion of the Saigling House project in a timely manner and the need to provide additional funding in the form of a loan not to exceed \$400,000 is necessary;

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

**Section I.** The City of Plano Tax Increment Financing District Reinvestment Zone Number Two may extend a loan for the purpose of funding to support the restoration, repurposing, and occupancy of the Saigling House and grounds. The loan shall have a term of three years with said term beginning on the date the City accepts a guaranteed maximum price for work to be performed on the Saigling House project by its construction manager at risk. The loan shall not exceed \$400,000 and shall bear interest at a rate of one percent (1%) per annum. The loan shall be repaid to the City of Plano Tax Increment Financing District Reinvestment Zone Number Two through philanthropic support, and the loan shall become due at the end of said term, except that any unpaid balance at the end of the term shall be forgiven and converted into a grant to the project from the City of Plano Tax Increment Financing District Reinvestment Zone Number Two.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the loan documents in connection therewith on behalf of the City of Plano Tax Increment Finance District Reinvestment Zone Number Two.

**Section III.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 27th day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/27/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2015 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: The Quarterly Investment Portfolio Summary relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending June 30, 2015.				
List of Supporting Documents: Resolution Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2015 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the quarter ending June 30, 2015, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the quarter ending June 30, 2015, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 27<sup>th</sup> day of July, 2015.

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

ATTEST:

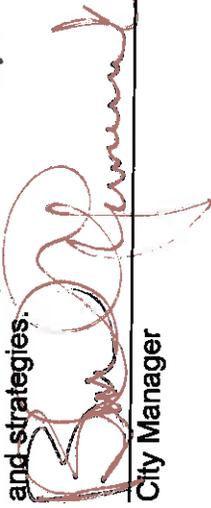
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

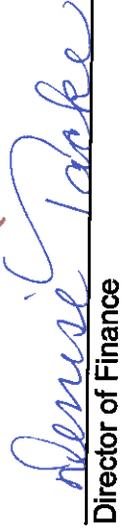
APPROVED AS TO FORM:

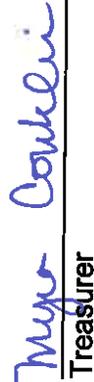
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**  
**June 30, 2015**

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

  
City Manager

  
Director of Finance

  
Treasurer

  
Treasury Analyst

Information received since the Federal Open Market Committee met in April suggests that economic activity has been expanding moderately after having changed little during the first quarter. The pace of job gains picked up while the unemployment rate remained steady. On balance, a range of labor market indicators suggests that underutilization of labor resources diminished somewhat. Growth in household spending has been moderate and the housing sector has shown some improvement; however, business fixed investment and net exports stayed soft. Inflation continued to run below the Committee's longer-run objective, partly reflecting earlier declines in energy prices and decreasing prices of non-energy imports; energy prices appear to have stabilized. Market-based measures of inflation compensation remain low; survey-based measures of longer-term inflation expectations have remained stable.

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

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

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

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

Voting for the FOMC monetary policy action were: Janet L. Yellen, Chair; William C. Dudley, Vice Chairman; Lael Brainard; Charles L. Evans; Stanley

<u>Asset Type</u>	<u>Avg Yield</u>	<u>June 30, 2015</u>		<u>March 31, 2015</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.13%	99,627,433.24	99,627,433.24	106,950,308.20	106,950,308.20
Certificates of Deposit	0.60%	39,958,712.31	39,958,712.31	39,957,337.02	39,957,337.02
FFCB Bonds	0.62%	1,998,949.49	2,005,544.00	1,998,746.96	2,003,500.00
FHLB Bonds	0.70%	18,205,206.72	18,241,545.52	50,061,573.82	50,143,539.91
FHLMC Bonds	1.20%	115,321,581.07	115,539,176.00	91,392,788.65	91,777,171.50
FNMA Bonds	0.80%	9,495,029.62	9,532,684.81	24,543,154.15	24,596,492.15
Municipal Bonds	0.90%	197,496,102.03	197,337,320.30	157,978,410.56	158,114,881.40
TVA Bonds	0.86%	13,821,418.62	13,806,498.10	13,965,927.42	13,933,348.64
<b>Totals</b>		<b>495,924,433.10</b>	<b>496,048,914.28</b>	<b>486,848,246.78</b>	<b>487,476,578.82</b>

**Average Yield (1):**

Total Portfolio 0.77%

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

Total Portfolio 0.76%

**This Quarter:**

Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.61%
TexPool Yield	0.06%

**Last 12 Months:**

Rolling Six Month Treasury Yield	0.08%
Rolling Two Year Treasury Yield	0.57%
TexPool Yield	0.04%

**Investment Earnings (3):**

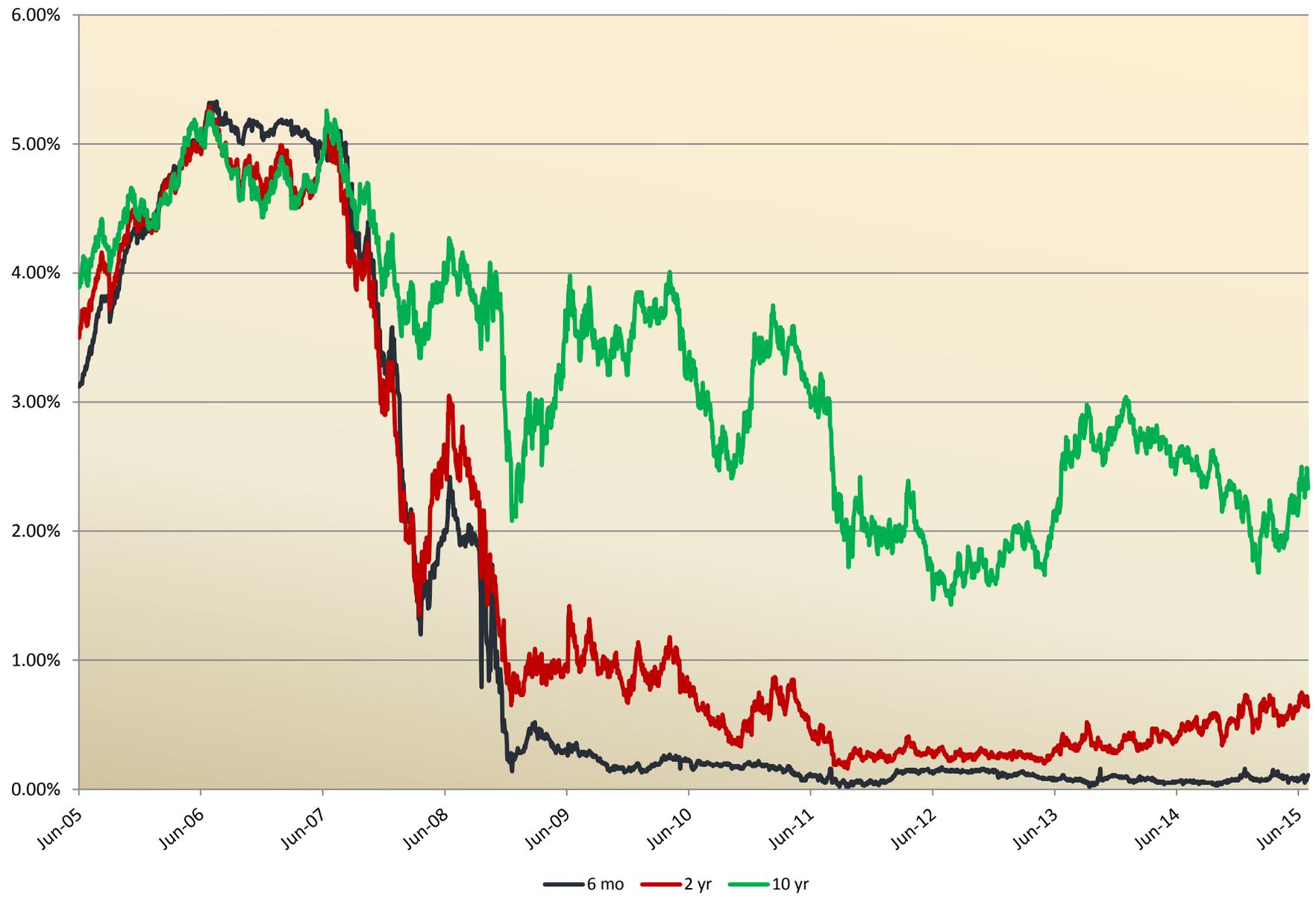
Quarter	\$ 375,388
Fiscal Year To Date	\$ 2,197,379

(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.

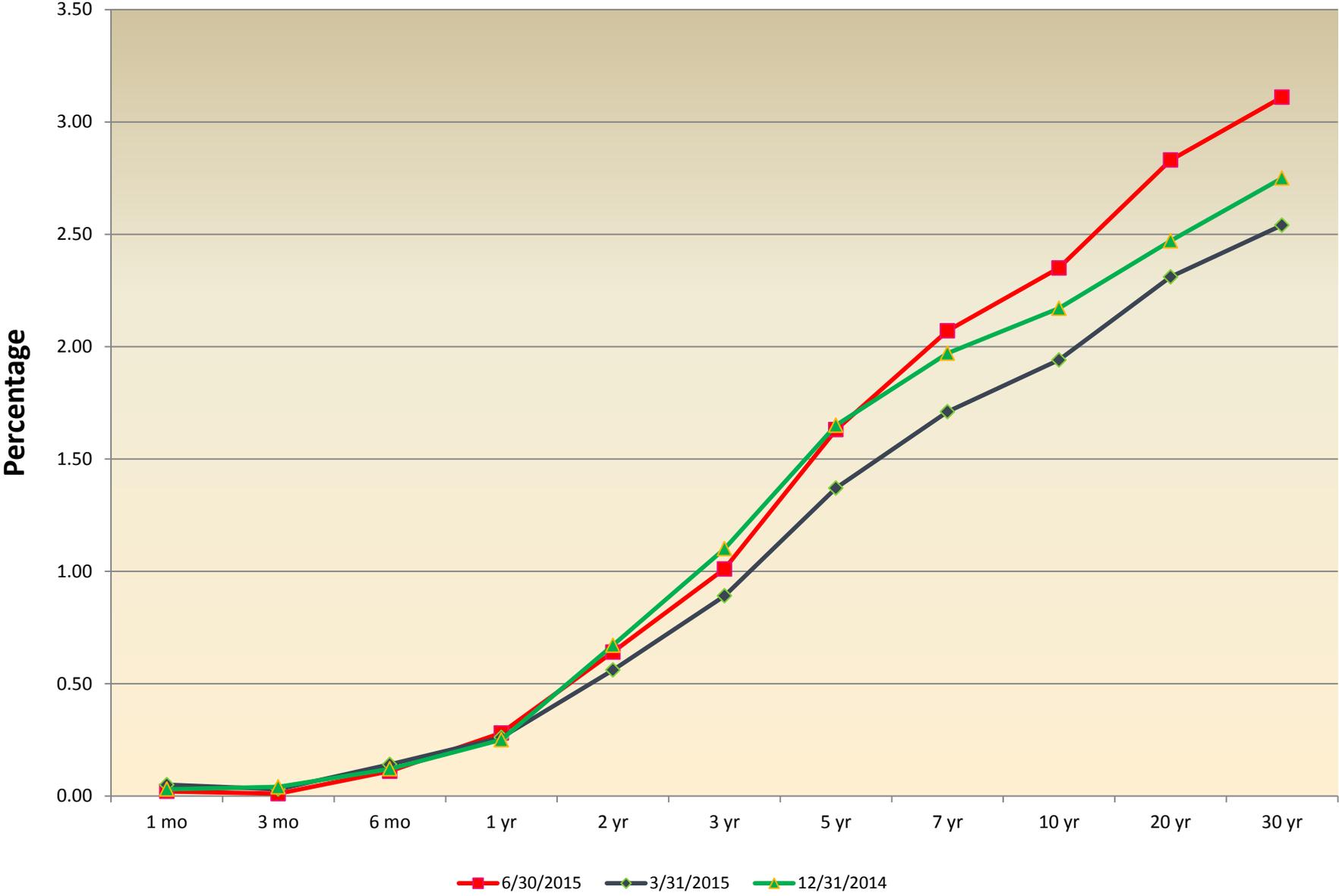
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(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**  
**June 30, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	07/01/2015	06/30/2015		25,450,969.68	25,450,969.68	25,450,969.68	100.00	25,450,969.68	0.03	0.00%	-
Legacy NOW Account		0.16%	07/01/2015	06/30/2015		35,063,430.93	35,063,430.93	35,063,430.93	100.00	35,063,430.93	0.03	0.16%	-
TexPool	AAAm/NA	0.06%	07/01/2015	06/30/2015		6,718,994.56	6,718,994.56	6,718,994.56	100.00	6,718,994.56	0.03	0.06%	-
Texas Daily	AAAm/NA	0.09%	07/01/2015	06/30/2015		12,394,038.07	12,394,038.07	12,394,038.07	100.00	12,394,038.07	0.03	0.09%	-
Texas TERM	AAAI/NA	0.26%	08/14/2015	02/13/2015		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	0.26%	-
Texas TERM	AAAI/NA	0.22%	10/16/2015	06/18/2015		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.22%	-
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	1.44	0.60%	1,142.58
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	4.92	1.25%	3,347.77
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	5.57	0.45%	589.01
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	6.46	0.25%	5,973.04
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	7.02	0.55%	79,324.34
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	8.00	0.56%	151,792.73
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	8.33	0.50%	20,003.79
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	8.36	0.45%	1,447.48
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	16.36	0.60%	32.98
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	17.05	0.75%	147.18
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,998,949.49	100.28	2,005,544.00	15.48	0.62%	2,448.89
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,591,067.73	100.34	7,616,018.52	7.11	0.68%	21,842.33
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,998,044.15	100.14	6,008,568.10	11.90	0.56%	265.00
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,116,344.84	105.99	2,119,704.00	15.64	0.64%	20,215.28
FHLB	Aaa/AA+	0.93%	06/30/2017	06/30/2015	09/30/2015	2,500,000.00	2,499,750.00	2,499,750.00	99.89	2,497,255.00	23.97	0.94%	-
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,989,053.82	100.31	13,039,728.00	2.36	2.20%	69,513.89
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,003,524.58	100.31	17,051,952.00	2.36	1.64%	90,902.78
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,282,266.21	105.27	6,316,374.00	12.59	0.93%	148,500.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,478,968.35	101.77	30,531,690.00	13.84	0.60%	208,333.33
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	17,068,181.19	107.08	17,133,536.00	19.57	0.85%	297,777.78
FHLMC	Aaa/AA+	1.00%	08/28/2017	06/05/2015	11/28/2015	28,000,000.00	28,000,000.00	28,000,000.00	99.91	27,975,416.00	25.90	1.00%	19,444.44
FHLMC	Aaa/AA+	1.15%	04/27/2018	04/30/2015	07/27/2015	3,500,000.00	3,499,562.50	3,499,586.92	99.73	3,490,480.00	33.84	1.15%	6,708.33
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,438,313.42	101.13	3,448,672.81	7.87	0.72%	23,680.56
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,056,716.20	101.40	6,084,012.00	8.79	0.89%	35,200.00
Municipal Bond	AA2/AA-	2.00%	07/01/2015	03/26/2015		1,000,000.00	1,004,900.00	1,000,050.52	100.00	1,000,000.00	0.03	0.14%	9,944.44
Municipal Bond	AA2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,600,112.63	100.00	1,600,000.00	0.03	0.42%	23,866.67
Municipal Bond	AAA/AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	1,970,246.96	100.00	1,970,000.00	0.03	0.40%	48,976.39
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	500,905.32	100.18	500,900.00	0.49	0.56%	11,458.33
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,003,734.95	100.18	2,003,660.00	0.49	0.43%	45,833.33
Municipal Bond	AA1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,047.28	100.02	300,060.00	1.05	0.32%	620.83
Municipal Bond	AA2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	305,974.89	100.31	305,951.60	1.05	0.35%	5,049.44
Municipal Bond	AA1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	692,674.19	100.42	692,870.40	1.05	0.70%	14,736.10
Municipal Bond	AAA/AAA	3.00%	08/01/2015	02/05/2015		8,235,000.00	8,348,972.40	8,255,605.18	100.23	8,254,022.85	1.05	0.17%	99,506.25
Municipal Bond	AAA/AAA	0.18%	08/01/2015	02/05/2015		405,000.00	405,000.00	405,000.00	100.00	404,987.85	1.05	0.18%	293.62
Municipal Bond	AA3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,432,500.26	100.17	1,432,488.20	1.51	0.60%	10,725.00
Municipal Bond	AA2/AA	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	1,048,351.62	100.31	1,048,229.05	1.51	0.44%	11,756.25
Municipal Bond	NA/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,004,106.73	100.19	2,003,860.00	1.51	0.36%	15,000.00
Municipal Bond	AAA/AA+	1.00%	08/15/2015	03/16/2015		495,000.00	496,633.50	495,494.35	100.08	495,400.95	1.51	0.20%	1,856.25
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.06	3,436,992.30	4.52	0.67%	2,885.40
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,212,247.28	101.91	1,212,705.20	4.52	0.51%	8,181.25
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,013,458.05	101.54	1,015,370.00	5.05	0.76%	3,222.22
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,121,624.51	101.20	1,123,331.10	6.52	0.56%	12,718.75
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,012,195.43	101.00	5,019,749.70	7.08	0.55%	41,140.56
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,430,236.44	102.29	1,432,060.00	7.54	0.54%	21,000.00
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	734,972.17	102.91	735,806.50	7.54	0.52%	13,406.25
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,027,663.45	102.90	1,028,980.00	7.54	0.56%	18,750.00
Municipal Bond	AA2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,278,521.24	102.44	1,280,550.00	8.03	0.57%	16,527.78
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,505,796.98	100.43	2,510,700.00	8.03	0.65%	8,263.89
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,002,219.84	100.02	3,000,600.00	9.05	0.40%	3,708.33
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,034,804.75	103.65	1,036,510.00	9.51	0.57%	10,416.67
Municipal Bond	AA2/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,311,953.76	101.15	1,269,445.05	10.03	0.41%	12,036.43
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,372,405.84	102.90	5,376,525.00	10.03	0.60%	34,252.78
Municipal Bond	AA2/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	720,732.39	103.60	720,020.00	10.03	0.40%	5,512.89
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	502,910.37	100.39	501,950.00	10.03	0.45%	942.36
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	440,131.10	102.24	439,632.00	11.05	0.43%	1,039.17
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	675,803.46	103.85	675,031.50	11.05	0.42%	2,487.15
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.08	250,197.50	11.05	1.00%	201.39
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,687,245.11	104.46	4,700,790.00	12.03	0.80%	111,875.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,964,024.56	104.83	1,965,525.00	13.05	0.77%	40,276.56
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,037,105.80	103.89	1,038,860.00	13.05	0.56%	16,555.56
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,286,284.76	103.87	2,290,421.70	13.51	0.69%	33,075.00
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,013,782.97	100.38	3,011,490.00	14.07	0.55%	9,371.25
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,649,177.21	100.78	2,645,501.25	14.07	0.45%	10,768.26
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,002,161.74	100.00	1,999,900.00	15.05	0.55%	3,149.61
Municipal Bond	AAA/AAA	5.00%											

**Detail of Security Holdings  
June 30, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AAA/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,576,315.37	106.64	2,569,951.70	19.54	0.70%	45,187.50
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,463,974.50	103.86	2,466,627.50	20.00	0.72%	23,552.08
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,011,135.43	100.78	2,015,640.00	20.00	1.10%	9,520.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	626,647.72	106.15	626,279.10	20.00	0.72%	8,776.25
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,847.26	99.81	1,996,240.00	20.46	0.95%	5,833.33
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,789,314.75	108.04	1,788,128.20	21.02	0.75%	22,176.08
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	274,182.18	103.41	274,036.50	21.02	1.00%	1,965.42
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	703,038.10	105.39	700,870.10	22.00	0.85%	2,881.67
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	566,122.02	99.67	563,158.10	22.00	1.10%	1,785.09
Municipal Bond	AA2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,314,246.04	107.80	1,320,513.25	22.00	0.95%	10,038.19
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,416,941.22	102.90	1,414,902.50	22.00	0.88%	5,766.64
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,846,254.43	107.34	2,823,068.30	23.02	1.05%	11,461.69
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.79	503,940.00	23.02	1.60%	644.44
Municipal Bond	NA/AAA	0.92%	06/01/2017	04/22/2015		1,500,000.00	1,504,815.00	1,504,384.09	100.18	1,502,625.00	23.02	0.77%	1,116.50
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	99.52	1,288,784.00	25.02	0.86%	4,470.09
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	341,702.75	104.82	340,652.00	25.02	1.05%	4,771.21
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,559,878.07	104.82	5,550,007.20	25.02	1.10%	77,733.98
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,414,359.07	108.83	1,414,790.00	25.48	0.95%	25,252.50
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.79	251,985.00	25.48	1.47%	1,380.00
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,520,878.42	108.85	6,492,604.25	27.02	1.05%	78,010.60
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,083,084.07	105.91	6,052,585.05	28.03	1.18%	37,465.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	537,374.75	106.88	534,385.00	28.49	0.79%	2,500.00
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,440.36	99.31	496,530.00	29.02	1.40%	441.85
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,612,927.18	101.93	2,599,215.00	30.49	1.13%	24,777.50
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,953,305.18	108.51	1,964,085.30	31.05	1.36%	33,771.18
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	732,017.31	109.88	730,702.00	31.05	1.04%	3,602.08
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,406,341.97	100.46	8,438,808.00	31.05	1.30%	46,239.67
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	104.40	1,889,712.40	31.51	1.35%	21,054.82
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,790,698.95	110.12	2,780,479.50	31.51	0.90%	47,343.75
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.24	2,686,432.00	31.51	1.41%	8,508.33
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	452,293.43	107.37	450,966.60	31.97	1.07%	5,553.33
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,281,510.74	106.06	1,277,986.85	31.97	1.08%	13,941.18
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,060,922.40	100.53	8,042,640.00	32.43	1.36%	38,500.00
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	538,150.95	107.28	536,400.00	33.97	1.65%	3,640.79
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	269,075.48	107.28	268,200.00	33.97	1.65%	1,820.40
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	285,606.54	101.96	285,488.00	33.97	1.16%	862.71
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	804,499.09	108.14	805,672.80	33.97	1.15%	4,909.53
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,963,121.73	110.66	9,959,220.00	33.97	1.20%	74,487.50
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,029,357.83	110.63	3,009,244.80	34.98	1.48%	12,073.02
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,013,317.59	100.56	2,011,140.00	34.98	1.18%	2,281.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	261,081.19	106.95	262,025.05	34.98	1.38%	730.24
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,969.93	100.58	226,314.00	35.97	1.65%	2,357.21
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	612,984.96	100.58	608,533.20	35.97	1.65%	6,338.27
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,996,003.36	100.58	1,981,504.80	35.97	1.65%	20,638.65
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,082,251.34	100.58	5,029,200.00	35.97	1.54%	52,382.36
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	456,498.14	100.27	451,219.50	36.98	1.20%	3,127.14
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,815,220.90	107.21	2,819,544.10	36.98	1.55%	42,659.40
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.46	253,647.50	37.44	1.92%	1,801.88
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,295,861.53	108.27	1,304,653.50	37.44	1.53%	18,224.12
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,625,995.39	105.34	2,633,425.00	37.44	1.55%	30,234.38
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,102,893.40	100.55	10,055,100.00	43.02	1.70%	82,777.78
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,694,994.73	109.00	1,689,453.50	43.48	1.69%	25,511.06
TVA	Aaa/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,821,418.62	109.30	13,806,498.10	24.56	0.86%	312,642.00
<b>TOTAL</b>						<b>486,353,145.55</b>	<b>505,722,935.07</b>	<b>495,924,433.10</b>		<b>496,048,914.28</b>	<b>14.00</b>	<b>0.77%</b>	<b>3,336,170.65</b>

(1) (2)

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

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

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

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

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

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

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

**Moody's Ratings Definitions:**

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

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

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

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

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

**Detail of Security Holdings**  
**June 30, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
								Book Value					
Frost NOW Account		0.00%	07/01/2015	06/30/2015		25,450,969.68	25,450,969.68	25,450,969.68	100.00	25,450,969.68	0.03	0.00%	-
Legacy NOW Account		0.16%	07/01/2015	06/30/2015		35,063,430.93	35,063,430.93	35,063,430.93	100.00	35,063,430.93	0.03	0.16%	-
TexPool	AAAm/NA	0.06%	07/01/2015	06/30/2015		6,718,994.56	6,718,994.56	6,718,994.56	100.00	6,718,994.56	0.03	0.06%	-
Texas Daily	AAAm/NA	0.09%	07/01/2015	06/30/2015		12,394,038.07	12,394,038.07	12,394,038.07	100.00	12,394,038.07	0.03	0.09%	-
Municipal Bond	AA2/AA-	2.00%	07/01/2015	03/26/2015		1,000,000.00	1,004,900.00	1,000,050.52	100.00	1,000,000.00	0.03	0.14%	9,944.44
Municipal Bond	AA2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,600,112.63	100.00	1,600,000.00	0.03	0.42%	23,866.67
Municipal Bond	AAA/AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	1,970,246.96	100.00	1,970,000.00	0.03	0.40%	48,976.39
Municipal Bond	AAA/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	500,905.32	100.18	500,900.00	0.49	0.56%	11,458.33
Municipal Bond	AAA/AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,003,734.95	100.18	2,003,660.00	0.49	0.43%	45,833.33
Municipal Bond	AA1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,047.28	100.02	300,060.00	1.05	0.32%	620.83
Municipal Bond	AA2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	305,974.89	100.31	305,951.60	1.05	0.35%	5,049.44
Municipal Bond	AA1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	692,674.19	100.42	692,870.40	1.05	0.70%	14,736.10
Municipal Bond	AAA/AAA	3.00%	08/01/2015	02/05/2015		8,235,000.00	8,348,972.40	8,255,605.18	100.23	8,254,022.85	1.05	0.17%	99,506.25
Municipal Bond	AAA/AAA	0.18%	08/01/2015	02/05/2015		405,000.00	405,000.00	405,000.00	100.00	404,987.85	1.05	0.18%	293.62
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	1.44	0.60%	1,142.58
Texas TERM	AAA/NA	0.26%	08/14/2015	02/13/2015		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	0.26%	-
Municipal Bond	AA3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,432,500.26	100.17	1,432,488.20	1.51	0.60%	10,725.00
Municipal Bond	AA2/AA	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	1,048,351.62	100.31	1,048,229.05	1.51	0.44%	11,756.25
Municipal Bond	NA/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,004,106.73	100.19	2,003,860.00	1.51	0.36%	15,000.00
Municipal Bond	AAA/AA+	1.00%	08/15/2015	03/16/2015		495,000.00	496,633.50	495,494.35	100.08	495,400.95	1.51	0.20%	1,856.25
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,989,053.82	100.31	13,039,728.00	2.36	2.20%	69,513.89
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,003,524.58	100.31	17,051,952.00	2.36	1.64%	90,902.78
Texas TERM	AAA/NA	0.22%	10/16/2015	06/18/2015		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.22%	-
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.06	3,436,992.30	4.52	0.67%	2,885.40
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,212,247.28	101.91	1,212,705.20	4.52	0.51%	8,181.25
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	4.92	1.25%	3,347.77
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,013,458.05	101.54	1,015,370.00	5.05	0.76%	3,222.22
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	5.57	0.45%	589.01
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	6.46	0.25%	5,973.04
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,121,624.51	101.20	1,123,331.10	6.52	0.56%	12,718.75
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	7.02	0.55%	79,324.34
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,012,195.43	101.00	5,019,749.70	7.08	0.55%	41,140.56
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,591,067.73	100.34	7,616,018.52	7.11	0.68%	21,842.33
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,430,236.44	102.29	1,432,060.00	7.54	0.54%	21,000.00
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	734,972.17	102.91	735,806.50	7.54	0.52%	13,406.25
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,027,663.45	102.90	1,028,980.00	7.54	0.56%	18,750.00
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,438,313.42	101.13	3,448,672.81	7.87	0.72%	23,680.56
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	8.00	0.56%	151,792.73
Municipal Bond	AA2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,278,521.24	102.44	1,280,550.00	8.03	0.57%	16,527.78
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,505,796.98	100.43	2,510,700.00	8.03	0.65%	8,263.89
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	8.33	0.50%	20,003.79
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	8.36	0.45%	1,447.48
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,056,716.20	101.40	6,084,012.00	8.79	0.89%	35,200.00
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,002,219.84	100.02	3,000,600.00	9.05	0.40%	3,708.33
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,034,804.75	103.65	1,036,510.00	9.51	0.57%	10,416.67
Municipal Bond	AA2/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,311,953.76	101.15	1,269,445.05	10.03	0.41%	12,036.43
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,372,405.84	102.90	5,376,525.00	10.03	0.60%	34,252.78
Municipal Bond	AA2/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	720,732.39	103.60	720,020.00	10.03	0.40%	5,512.89
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	502,910.37	100.39	501,950.00	10.03	0.45%	942.36
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	440,131.10	102.24	439,632.00	11.05	0.43%	1,039.17
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	675,803.46	103.85	675,031.50	11.05	0.42%	2,487.15
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.08	250,197.50	11.05	1.00%	201.39
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,998,044.15	100.14	6,008,568.00	11.90	0.56%	265.00
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,687,245.11	104.46	4,700,790.00	12.03	0.80%	111,875.00
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,282,266.21	105.27	6,316,374.00	12.59	0.93%	148,500.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,964,024.56	104.83	1,965,525.00	13.05	0.77%	40,276.56
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,037,105.80	103.89	1,038,860.00	13.05	0.56%	16,555.56
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,286,284.76	103.87	2,290,421.70	13.51	0.69%	33,075.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,478,968.35	101.77	30,531,690.00	13.84	0.60%	208,333.33
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,013,782.97	100.38	3,011,490.00	14.07	0.55%	9,371.25
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,649,177.21	100.78	2,645,501.25	14.07	0.45%	10,768.26
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,002,161.74	100.00	1,999,900.00	15.05	0.55%	3,149.61
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,192,288.94	105.54	1,192,579.40	15.05	0.56%	13,968.06
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,998,949.49	100.28	2,005,544.00	15.48	0.62%	2,448.89
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,116,344.84	105.99	2,119,700.00	15.64	0.64%	20,215.28
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	16.36	0.60%	32.98
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	407,791.03	103.13	407,367.45	16.52	0.62%	1,481.25
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	99.85	708,920.80	16.52	0.92%	815.61
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	17.05	0.75%	147.18
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,679,224.89	104.84	1,687,972.30	17.05	0.91%	5,187.78
Municipal Bond	AA1/AA+	4.00%											

**Detail of Security Holdings**  
**June 30, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,847.26	99.81	1,996,240.00	20.46	0.95%	5,833.33
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,789,314.75	108.04	1,788,128.20	21.02	0.75%	22,176.08
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	274,182.18	103.41	274,036.50	21.02	1.00%	1,965.42
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	703,038.10	105.39	700,870.10	22.00	0.85%	2,881.67
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	566,122.02	99.67	563,158.10	22.00	1.10%	1,785.09
Municipal Bond	AA2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,314,246.04	107.80	1,320,513.25	22.00	0.95%	10,038.19
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,416,941.22	102.90	1,414,902.50	22.00	0.88%	5,766.64
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,846,254.43	107.34	2,823,068.30	23.02	1.05%	11,461.69
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.79	503,940.00	23.02	1.60%	644.44
Municipal Bond	NA/AAA	0.92%	06/01/2017	04/22/2015		1,500,000.00	1,504,815.00	1,504,384.09	100.18	1,502,625.00	23.02	0.77%	1,116.50
FHLB	Aaa/AA+	0.93%	06/30/2017	06/30/2015	09/30/2015	2,500,000.00	2,499,750.00	2,499,750.00	99.89	2,497,255.00	23.97	0.94%	-
TVA	Aaa/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,821,418.62	109.30	13,806,498.10	24.56	0.86%	312,642.00
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	99.52	1,288,784.00	25.02	0.86%	4,470.09
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	341,702.75	104.82	340,652.00	25.02	1.05%	4,771.21
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,559,878.07	104.82	5,550,007.20	25.02	1.10%	77,733.98
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,414,359.07	108.83	1,414,790.00	25.48	0.95%	25,252.50
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.79	251,985.00	25.48	1.47%	1,380.00
FHLMC	Aaa/AA+	1.00%	08/28/2017	06/05/2015	11/28/2015	28,000,000.00	28,000,000.00	28,000,000.00	99.91	27,975,416.00	25.90	1.00%	19,444.44
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,520,878.42	108.85	6,492,604.25	27.02	1.05%	78,010.60
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,083,084.07	105.91	6,052,585.05	28.03	1.18%	37,465.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	537,374.75	106.88	534,385.00	28.49	0.79%	2,500.00
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,440.36	99.31	496,530.00	29.02	1.40%	441.85
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,612,927.18	101.93	2,599,215.00	30.49	1.13%	24,777.50
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,953,305.18	108.51	1,964,085.30	31.05	1.36%	33,771.18
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	732,017.31	109.88	730,702.00	31.05	1.04%	3,602.08
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,406,341.97	100.46	8,438,808.00	31.05	1.30%	46,239.67
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	104.40	1,889,712.40	31.51	1.35%	21,054.82
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,790,698.95	110.12	2,780,479.50	31.51	0.90%	47,343.75
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.24	2,686,432.00	31.51	1.41%	8,508.33
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	452,293.43	107.37	450,966.60	31.97	1.07%	5,553.33
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,281,510.74	106.06	1,277,986.85	31.97	1.08%	13,941.18
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,060,922.40	100.53	8,042,640.00	32.43	1.36%	38,500.00
FHLMC	Aaa/AA+	1.15%	04/27/2018	04/30/2015	07/27/2015	3,500,000.00	3,499,562.50	3,499,586.92	99.73	3,490,480.00	33.84	1.15%	6,708.33
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	538,150.95	107.28	536,400.00	33.97	1.65%	3,640.79
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	269,075.48	107.28	268,200.00	33.97	1.65%	1,820.40
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	285,606.54	101.96	285,488.00	33.97	1.16%	862.71
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	804,499.09	108.14	805,672.80	33.97	1.15%	4,909.53
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,963,121.73	110.66	9,959,220.00	33.97	1.20%	74,487.50
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,029,357.83	110.63	3,009,244.80	34.98	1.48%	12,073.02
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,013,317.59	100.56	2,011,140.00	34.98	1.18%	2,281.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	261,081.19	106.95	262,025.05	34.98	1.38%	730.24
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,969.93	100.58	226,314.00	35.97	1.65%	2,357.21
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	612,984.96	100.58	608,533.20	35.97	1.65%	6,338.27
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,996,003.36	100.58	1,981,504.80	35.97	1.65%	20,638.65
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,082,251.34	100.58	5,029,200.00	35.97	1.54%	52,382.36
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	456,498.14	100.27	451,219.50	36.98	1.20%	3,127.14
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,815,220.90	107.21	2,819,544.10	36.98	1.55%	42,659.40
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.46	253,647.50	37.44	1.92%	1,801.88
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,295,861.53	108.27	1,304,653.50	37.44	1.53%	18,224.12
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,625,995.39	105.34	2,633,425.00	37.44	1.55%	30,234.38
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,102,893.40	100.55	10,055,100.00	43.02	1.70%	82,777.78
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,694,994.73	109.00	1,689,453.50	43.48	1.69%	25,511.06
<b>TOTAL</b>						<b>486,353,145.55</b>	<b>505,722,935.07</b>	<b>495,924,433.10</b>		<b>496,048,914.28</b>	<b>14.00</b>	<b>0.77%</b>	<b>3,336,170.65</b>

(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.

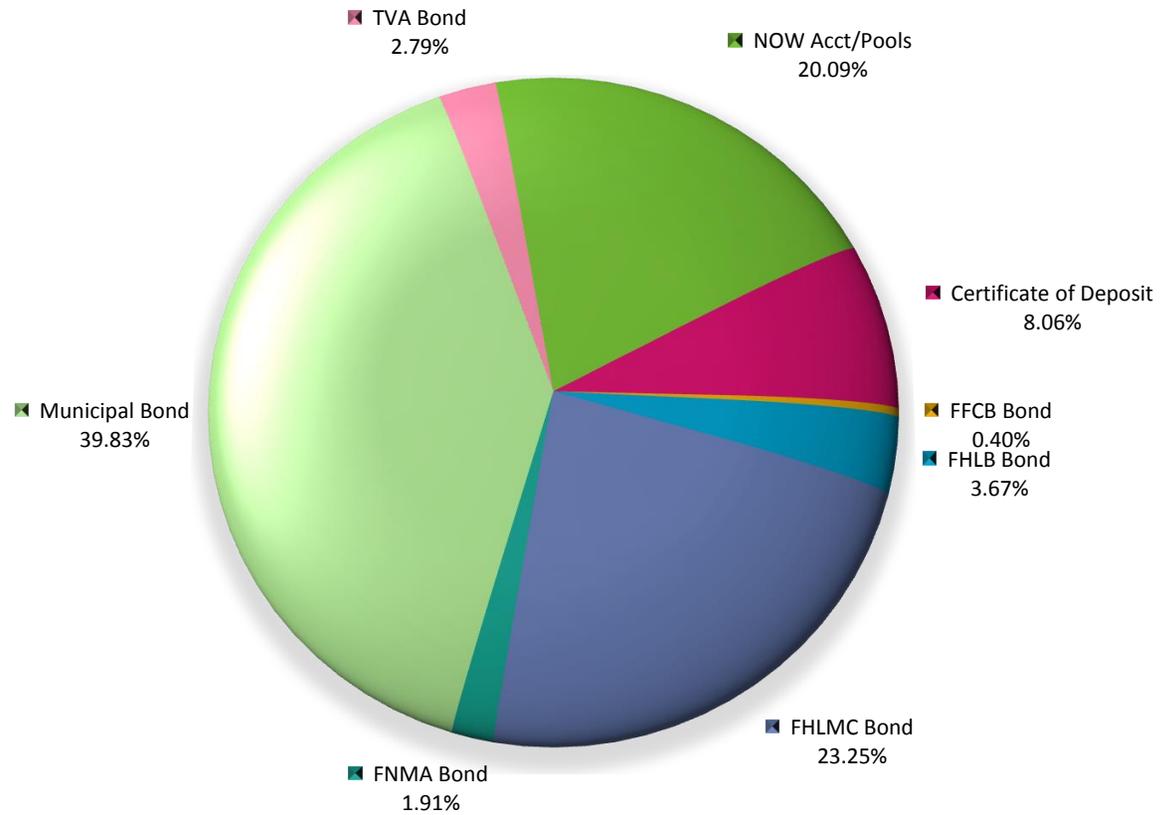
**\*Standard and Poor's Ratings Definitions:**

**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)

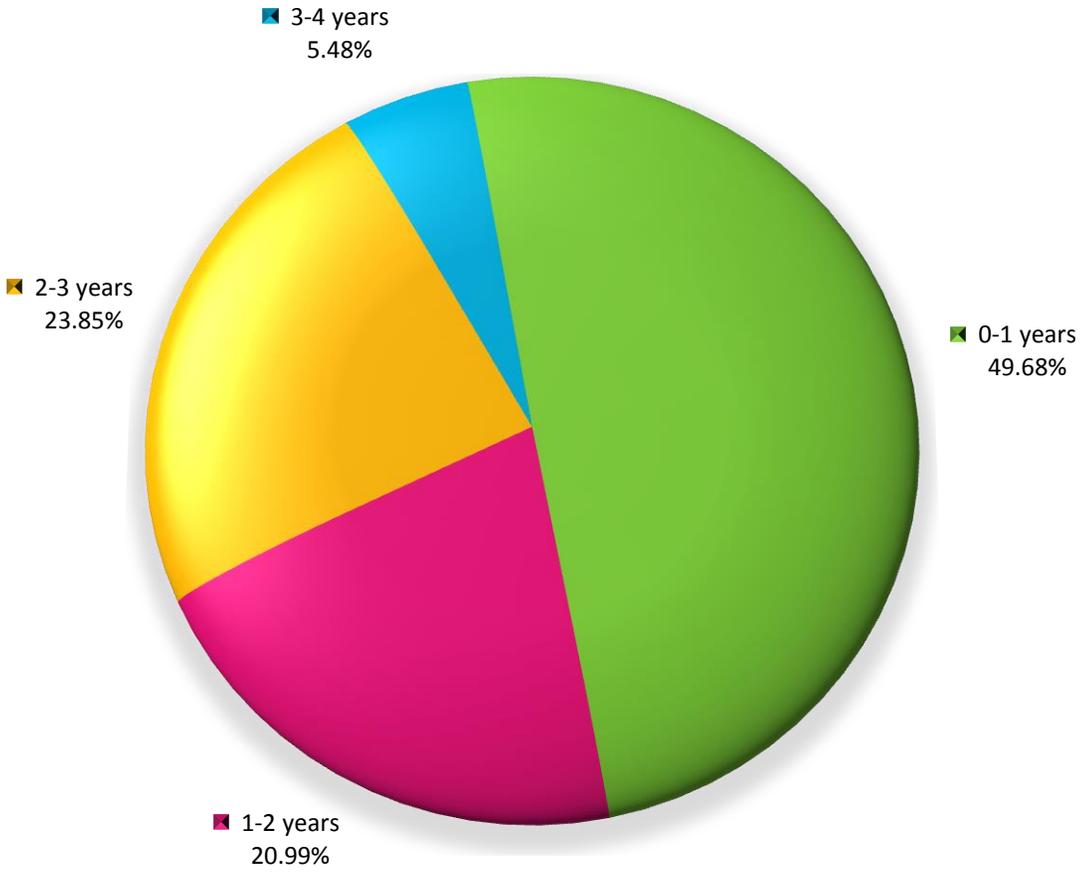
**Moody's Ratings Definitions:**

**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)

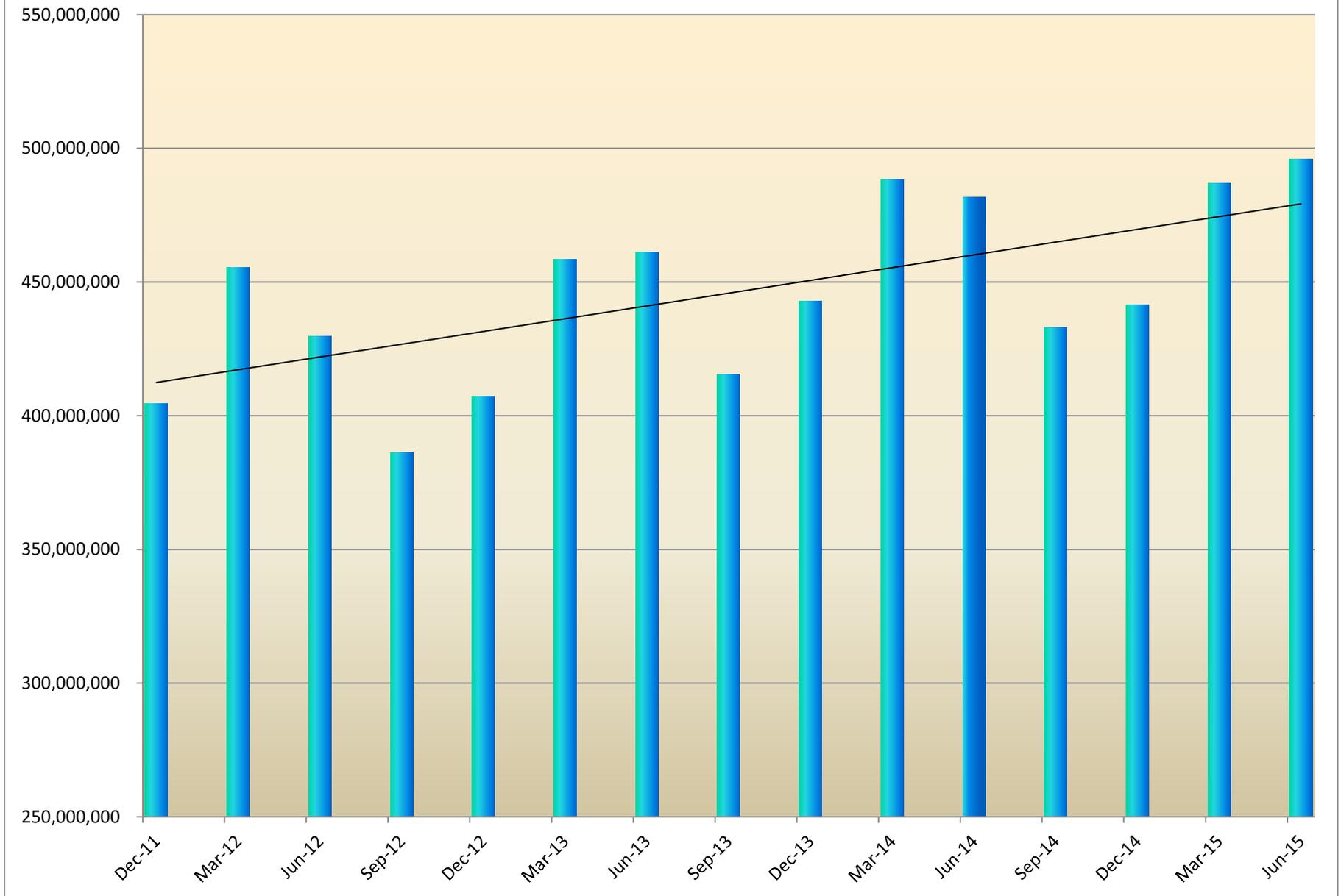
## Portfolio Composition 6/30/15



# Portfolio Maturities 6/30/15



## Quarter End Book Value



## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2015			June 30, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Frost NOW Account	0.00%	07/01/15	25,444,013.45	25,444,013.45	6,956.23	-	25,450,969.68	25,450,969.68
Legacy NOW Account	0.16%	07/01/15	35,050,190.77	35,050,190.77	13,240.16	-	35,063,430.93	35,063,430.93
TexPool	0.06%	07/01/15	6,718,072.29	6,718,072.29	922.27	-	6,718,994.56	6,718,994.56
Texas Daily	0.09%	07/01/15	24,738,031.69	24,738,031.69	-	(12,343,993.62)	12,394,038.07	12,394,038.07
Texas TERM	0.26%	08/14/15	15,000,000.00	15,000,000.00	-	-	15,000,000.00	15,000,000.00
Texas TERM	0.22%	10/16/15	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	-	(246,471.35)	-	-
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	-	(99,462.32)	-	-
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	-	246,653.55	246,653.55
Certificate of Deposit	0.60%	11/10/16	-	-	100,308.96	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	-	-	247,000.00	-	247,000.00	247,000.00
FHCB Bond	0.62%	10/14/16	2,000,000.00	1,998,746.96	202.53	-	2,000,000.00	1,998,949.49
FHLB Bond	0.57%	05/15/15	4,000,000.00	3,999,898.37	-	(3,999,898.37)	-	-
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,001,723.66	-	(1,001,723.66)	-	-
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,591,515.49	-	(447.76)	7,590,000.00	7,591,067.73
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,997,553.84	490.31	-	6,000,000.00	5,998,044.15
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,138,540.60	-	(22,195.76)	2,000,000.00	2,116,344.84
FHLB Bond	0.95%	03/27/17	1,333,333.33	1,333,692.79	-	(1,333,692.79)	-	-
FHLB Bond	0.94%	06/30/17	-	-	2,499,750.00	-	2,500,000.00	2,499,750.00
FHLB Bond	1.13%	08/28/17	28,000,000.00	27,998,649.07	-	(27,998,649.07)	-	-
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,975,219.06	13,834.76	-	13,000,000.00	12,989,053.82
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,007,979.27	-	(4,454.69)	17,000,000.00	17,003,524.58
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,349,157.42	-	(66,891.21)	6,000,000.00	6,282,266.21
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,582,253.00	-	(103,284.65)	30,000,000.00	30,478,968.35
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,231,002.78	-	(162,821.59)	16,000,000.00	17,068,181.19
FHLMC Bond	1.04%	04/13/17	3,000,000.00	2,997,689.16	-	(2,997,689.16)	-	-
FHLMC Bond	1.06%	06/30/17	2,250,000.00	2,249,487.96	-	(2,249,487.96)	-	-
FHLMC Bond	1.13%	07/28/17	2,000,000.00	2,000,000.00	-	(2,000,000.00)	-	-
FHLMC Bond	1.00%	08/28/17	-	-	28,000,000.00	-	28,000,000.00	28,000,000.00
FHLMC Bond	1.15%	04/27/18	-	-	3,499,586.92	-	3,500,000.00	3,499,586.92
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,018,130.92	-	(15,018,130.92)	-	-
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,449,048.92	-	(10,735.50)	3,410,000.00	3,438,313.42
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,075,974.31	-	(19,258.11)	6,000,000.00	6,056,716.20
Municipal Bond	0.25%	05/01/15	950,000.00	953,672.51	-	(953,672.51)	-	-
Municipal Bond	0.50%	05/01/15	1,870,000.00	1,870,790.57	-	(1,870,790.57)	-	-
Municipal Bond	0.25%	05/15/15	335,000.00	335,376.88	-	(335,376.88)	-	-
Municipal Bond	0.50%	06/15/15	1,300,000.00	1,312,105.28	-	(1,312,105.28)	-	-
Municipal Bond	0.14%	07/01/15	1,000,000.00	1,004,647.42	-	(4,596.90)	1,000,000.00	1,000,050.52
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,610,362.20	-	(10,249.57)	1,600,000.00	1,600,112.63
Municipal Bond	0.40%	07/01/15	1,970,000.00	1,992,720.22	-	(22,473.26)	1,970,000.00	1,970,246.96
Municipal Bond	0.56%	07/15/15	500,000.00	506,397.58	-	(5,492.26)	500,000.00	500,905.32
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,026,393.66	-	(22,658.71)	2,000,000.00	2,003,734.95
Municipal Bond	0.32%	08/01/15	300,000.00	300,181.74	-	(134.46)	300,000.00	300,047.28
Municipal Bond	0.35%	08/01/15	305,000.00	308,747.24	-	(2,772.35)	305,000.00	305,974.89
Municipal Bond	0.70%	08/01/15	690,000.00	700,278.91	-	(7,604.72)	690,000.00	692,674.19
Municipal Bond	0.17%	08/01/15	8,235,000.00	8,314,201.16	-	(58,595.98)	8,235,000.00	8,255,605.18
Municipal Bond	0.18%	08/01/15	405,000.00	405,000.00	-	-	405,000.00	405,000.00
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,437,446.44	-	(4,946.18)	1,430,000.00	1,432,500.26
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,054,981.99	-	(6,630.37)	1,045,000.00	1,048,351.62
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,012,230.91	-	(8,124.18)	2,000,000.00	2,004,106.73
Municipal Bond	0.20%	08/15/15	495,000.00	496,472.30	-	(977.95)	495,000.00	495,494.35
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,226,917.58	-	(14,670.30)	1,190,000.00	1,212,247.28
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,021,410.53	-	(7,952.48)	1,000,000.00	1,013,458.05
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,126,940.25	-	(5,315.74)	1,110,000.00	1,121,624.51
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,029,972.21	-	(17,776.78)	4,970,000.00	5,012,195.43
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,442,199.56	-	(11,963.12)	1,400,000.00	1,430,236.44
Municipal Bond	0.52%	02/15/16	715,000.00	742,874.20	-	(7,902.03)	715,000.00	734,972.17
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,038,608.55	-	(10,945.10)	1,000,000.00	1,027,663.45
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,289,114.85	-	(10,593.61)	1,250,000.00	1,278,521.24
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,507,950.14	-	(2,153.16)	2,500,000.00	2,505,796.98
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,002,951.74	-	(731.90)	3,000,000.00	3,002,219.84
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,045,726.24	-	(10,921.49)	1,000,000.00	1,034,804.75
Municipal Bond	0.41%	05/01/16	-	-	1,311,953.76	-	1,255,000.00	1,311,953.76
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,416,242.22	-	(43,836.38)	5,225,000.00	5,372,405.84
Municipal Bond	0.40%	05/01/16	-	-	720,732.39	-	695,000.00	720,732.39
Municipal Bond	0.45%	05/01/16	500,000.00	503,775.87	-	(865.50)	500,000.00	502,910.37
Municipal Bond	0.43%	06/01/16	-	-	440,131.10	-	430,000.00	440,131.10
Municipal Bond	0.42%	06/01/16	-	-	675,803.46	-	650,000.00	675,803.46
Municipal Bond	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00

## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2015			June 30, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,733,673.73	-	(46,428.62)	4,500,000.00	4,687,245.11
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,984,379.42	-	(20,354.86)	1,875,000.00	1,964,024.56
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,045,589.79	-	(8,483.99)	1,000,000.00	1,037,105.80
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,304,238.43	-	(17,953.67)	2,205,000.00	2,286,284.76
Municipal Bond	0.55%	09/01/16	-	-	3,013,782.97	-	3,000,000.00	3,013,782.97
Municipal Bond	0.45%	09/01/16	-	-	2,649,177.21	-	2,625,000.00	2,649,177.21
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,002,590.32	-	(428.58)	2,000,000.00	2,002,161.74
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,204,638.17	-	(12,349.23)	1,130,000.00	1,192,288.94
Municipal Bond	0.62%	11/15/16	395,000.00	410,100.52	-	(2,309.49)	395,000.00	407,791.03
Municipal Bond	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,691,339.24	-	(12,114.35)	1,610,000.00	1,679,224.89
Municipal Bond	0.80%	02/15/17	-	-	1,682,491.95	-	1,600,000.00	1,682,491.95
Municipal Bond	0.72%	02/15/17	-	-	1,386,383.45	-	1,375,000.00	1,386,383.45
Municipal Bond	0.70%	02/15/17	-	-	502,635.84	-	470,000.00	502,635.84
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,601,709.16	-	(25,393.79)	2,410,000.00	2,576,315.37
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,477,247.74	-	(13,273.24)	2,375,000.00	2,463,974.50
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,012,796.61	-	(1,661.18)	2,000,000.00	2,011,135.43
Municipal Bond	0.72%	03/01/17	590,000.00	632,114.84	-	(5,467.12)	590,000.00	626,647.72
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,002,116.65	-	(269.39)	2,000,000.00	2,001,847.26
Municipal Bond	0.75%	04/01/17	-	-	1,789,314.75	-	1,655,000.00	1,789,314.75
Municipal Bond	1.00%	04/01/17	-	-	274,182.18	-	265,000.00	274,182.18
Municipal Bond	0.85%	05/01/17	-	-	703,038.10	-	665,000.00	703,038.10
Municipal Bond	1.10%	05/01/17	565,000.00	566,274.19	-	(152.17)	565,000.00	566,122.02
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,326,349.45	-	(12,103.41)	1,225,000.00	1,314,246.04
Municipal Bond	0.88%	05/01/17	-	-	1,416,941.22	-	1,375,000.00	1,416,941.22
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,874,287.41	-	(28,032.98)	2,630,000.00	2,846,254.43
Municipal Bond	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bond	0.77%	06/01/17	-	-	1,504,384.09	-	1,500,000.00	1,504,384.09
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,295,000.00	-	-	1,295,000.00	1,295,000.00
Municipal Bond	1.05%	08/01/17	-	-	341,702.75	-	325,000.00	341,702.75
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,591,469.04	-	(31,590.97)	5,295,000.00	5,559,878.07
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,427,752.47	-	(13,393.40)	1,300,000.00	1,414,359.07
Municipal Bond	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,582,267.91	-	(61,389.49)	5,965,000.00	6,520,878.42
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,122,260.27	-	(39,176.20)	5,715,000.00	6,083,084.07
Municipal Bond	0.79%	11/15/17	500,000.00	541,288.57	-	(3,913.82)	500,000.00	537,374.75
Municipal Bond	1.40%	12/01/17	500,000.00	496,074.34	366.02	-	500,000.00	496,440.36
Municipal Bond	1.13%	01/15/18	-	-	2,612,927.18	-	2,550,000.00	2,612,927.18
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,967,075.79	-	(13,770.61)	1,810,000.00	1,953,305.18
Municipal Bond	1.04%	02/01/18	-	-	732,017.31	-	665,000.00	732,017.31
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,406,951.39	-	(609.42)	8,400,000.00	8,406,341.97
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,810,000.00	-	-	1,810,000.00	1,810,000.00
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,815,858.79	-	(25,159.84)	2,525,000.00	2,790,698.95
Municipal Bond	1.41%	02/15/18	-	-	2,680,000.00	-	2,680,000.00	2,680,000.00
Municipal Bond	1.07%	03/01/18	-	-	452,293.43	-	420,000.00	452,293.43
Municipal Bond	1.08%	03/01/18	-	-	1,281,510.74	-	1,205,000.00	1,281,510.74
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,066,528.00	-	(5,605.60)	8,000,000.00	8,060,922.40
Municipal Bond	1.65%	05/01/18	500,000.00	541,502.05	-	(3,351.10)	500,000.00	538,150.95
Municipal Bond	1.65%	05/01/18	250,000.00	270,751.02	-	(1,675.54)	250,000.00	269,075.48
Municipal Bond	1.16%	05/01/18	-	-	285,606.54	-	280,000.00	285,606.54
Municipal Bond	1.15%	05/01/18	-	-	804,499.09	-	745,000.00	804,499.09
Municipal Bond	1.20%	05/01/18	-	-	9,963,121.73	-	9,000,000.00	9,963,121.73
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,055,741.68	-	(26,383.85)	2,720,000.00	3,029,357.83
Municipal Bond	1.18%	06/01/18	-	-	2,013,317.59	-	2,000,000.00	2,013,317.59
Municipal Bond	1.38%	06/01/18	245,000.00	262,452.68	-	(1,371.49)	245,000.00	261,081.19
Municipal Bond	1.65%	07/01/18	225,000.00	228,216.29	-	(246.36)	225,000.00	227,969.93
Municipal Bond	1.65%	07/01/18	605,000.00	613,647.34	-	(662.38)	605,000.00	612,984.96
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,998,160.43	-	(2,157.07)	1,970,000.00	1,996,003.36
Municipal Bond	1.54%	07/01/18	-	-	5,082,251.34	-	5,000,000.00	5,082,251.34
Municipal Bond	1.20%	08/01/18	-	-	456,498.14	-	450,000.00	456,498.14
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,830,163.36	-	(14,942.46)	2,630,000.00	2,815,220.90
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,303,101.81	-	(7,240.28)	1,205,000.00	1,295,861.53
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,636,035.30	-	(10,039.91)	2,500,000.00	2,625,995.39
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,110,030.06	-	(7,136.66)	10,000,000.00	10,102,893.40
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,704,945.35	-	(9,950.62)	1,550,000.00	1,694,994.73
TVA Bond	0.86%	07/18/17	12,632,000.00	13,965,927.42	-	(144,508.80)	12,632,000.00	13,821,418.62
<b>TOTAL</b>			<b>\$ 477,832,978.55</b>	<b>\$ 486,848,246.78</b>	<b>\$ 84,159,356.47</b>	<b>\$ (75,083,170.15)</b>	<b>\$ 486,353,145.55</b>	<b>\$ 495,924,433.10</b>

## Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2015		Qtr to Qtr Change (1)	June 30, 2015	
			Par Value	Market Value		Par Value	Market Value
Frost NOW Account	0.00%	07/01/15	25,444,013.45	25,444,013.45	6,956.23	25,450,969.68	25,450,969.68
Legacy NOW Account	0.16%	07/01/15	35,050,190.77	35,050,190.77	13,240.16	35,063,430.93	35,063,430.93
TexPool	0.06%	07/01/15	6,718,072.29	6,718,072.29	922.27	6,718,994.56	6,718,994.56
Texas Daily	0.09%	07/01/15	24,738,031.69	24,738,031.69	(12,343,993.62)	12,394,038.07	12,394,038.07
Texas TERM	0.26%	08/14/15	15,000,000.00	15,000,000.00	-	15,000,000.00	15,000,000.00
Texas TERM	0.22%	10/16/15	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	(246,471.35)	-	-
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	(99,462.32)	-	-
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	246,653.55	246,653.55
Certificate of Deposit	0.60%	11/10/16	-	-	100,308.96	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	-	-	247,000.00	247,000.00	247,000.00
FFCB Bond	0.62%	10/14/16	2,000,000.00	2,003,500.00	2,044.00	2,000,000.00	2,005,544.00
FHLB Bond	0.57%	05/15/15	4,000,000.00	4,001,920.00	(4,001,920.00)	-	-
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,002,916.00	(1,002,916.00)	-	-
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,622,249.91	(6,231.39)	7,590,000.00	7,616,018.52
FHLB Bond	0.56%	06/27/16	6,000,000.00	6,009,480.00	(912.00)	6,000,000.00	6,008,568.00
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,142,398.00	(22,694.00)	2,000,000.00	2,119,704.00
FHLB Bond	0.95%	03/27/17	1,333,333.33	1,334,196.00	(1,334,196.00)	-	-
FHLB Bond	0.94%	06/30/17	-	-	2,497,255.00	2,500,000.00	2,497,255.00
FHLB Bond	1.13%	08/28/17	28,000,000.00	28,030,380.00	(28,030,380.00)	-	-
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,088,270.00	(48,542.00)	13,000,000.00	13,039,728.00
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,115,430.00	(63,478.00)	17,000,000.00	17,051,952.00
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,388,902.00	(72,528.00)	6,000,000.00	6,316,374.00
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,638,580.00	(106,890.00)	30,000,000.00	30,531,690.00
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,297,056.00	(163,520.00)	16,000,000.00	17,133,536.00
FHLMC Bond	1.04%	04/13/17	3,000,000.00	3,000,861.00	(3,000,861.00)	-	-
FHLMC Bond	1.06%	06/30/17	2,250,000.00	2,248,222.50	(2,248,222.50)	-	-
FHLMC Bond	1.13%	07/28/17	2,000,000.00	1,999,850.00	(1,999,850.00)	-	-
FHLMC Bond	1.00%	08/28/17	-	-	27,975,416.00	28,000,000.00	27,975,416.00
FHLMC Bond	1.15%	04/27/18	-	-	3,490,480.00	3,500,000.00	3,490,480.00
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,028,545.00	(15,028,545.00)	-	-
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,461,201.15	(12,528.34)	3,410,000.00	3,448,672.81
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,106,746.00	(22,734.00)	6,000,000.00	6,084,012.00
Municipal Bond	0.25%	05/01/15	950,000.00	953,268.00	(953,268.00)	-	-
Municipal Bond	0.50%	05/01/15	1,870,000.00	1,871,271.60	(1,871,271.60)	-	-
Municipal Bond	0.25%	05/15/15	335,000.00	335,341.70	(335,341.70)	-	-
Municipal Bond	0.50%	06/15/15	1,300,000.00	1,312,727.00	(1,312,727.00)	-	-
Municipal Bond	0.14%	07/01/15	1,000,000.00	1,004,340.00	(4,340.00)	1,000,000.00	1,000,000.00
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,610,912.00	(10,912.00)	1,600,000.00	1,600,000.00
Municipal Bond	0.40%	07/01/15	1,970,000.00	1,992,832.30	(22,832.30)	1,970,000.00	1,970,000.00
Municipal Bond	0.56%	07/15/15	500,000.00	506,750.00	(5,850.00)	500,000.00	500,900.00
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,027,000.00	(23,340.00)	2,000,000.00	2,003,660.00
Municipal Bond	0.32%	08/01/15	300,000.00	300,273.00	(213.00)	300,000.00	300,060.00
Municipal Bond	0.35%	08/01/15	305,000.00	308,788.10	(2,836.50)	305,000.00	305,951.60
Municipal Bond	0.70%	08/01/15	690,000.00	700,287.90	(7,417.50)	690,000.00	692,870.40
Municipal Bond	0.17%	08/01/15	8,235,000.00	8,307,632.70	(53,609.85)	8,235,000.00	8,254,022.85
Municipal Bond	0.18%	08/01/15	405,000.00	404,943.30	44.55	405,000.00	404,987.85
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,438,394.10	(5,905.90)	1,430,000.00	1,432,488.20
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,055,679.90	(7,450.85)	1,045,000.00	1,048,229.05
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,012,720.00	(8,860.00)	2,000,000.00	2,003,860.00
Municipal Bond	0.20%	08/15/15	495,000.00	496,098.90	(697.95)	495,000.00	495,400.95
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,438,606.75	(1,614.45)	3,435,000.00	3,436,992.30
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,228,770.20	(16,065.00)	1,190,000.00	1,212,705.20
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,025,040.00	(9,670.00)	1,000,000.00	1,015,370.00
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,129,236.30	(5,905.20)	1,110,000.00	1,123,331.10
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,042,810.50	(23,060.80)	4,970,000.00	5,019,749.70
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,445,598.00	(13,538.00)	1,400,000.00	1,432,060.00
Municipal Bond	0.52%	02/15/16	715,000.00	744,543.80	(8,737.30)	715,000.00	735,806.50
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,041,140.00	(12,160.00)	1,000,000.00	1,028,980.00
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,292,700.00	(12,150.00)	1,250,000.00	1,280,550.00
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,515,550.00	(4,850.00)	2,500,000.00	2,510,700.00
Municipal Bond	0.40%	04/01/16	3,000,000.00	2,995,170.00	5,430.00	3,000,000.00	3,000,600.00
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,048,810.00	(12,300.00)	1,000,000.00	1,036,510.00
Municipal Bond	0.41%	05/01/16	-	-	1,269,445.05	1,255,000.00	1,269,445.05
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,428,409.25	(51,884.25)	5,225,000.00	5,376,525.00
Municipal Bond	0.40%	05/01/16	-	-	720,020.00	695,000.00	720,020.00
Municipal Bond	0.45%	05/01/16	500,000.00	502,500.00	(550.00)	500,000.00	501,950.00
Municipal Bond	0.43%	06/01/16	-	-	439,632.00	430,000.00	439,632.00
Municipal Bond	0.42%	06/01/16	-	-	675,031.50	650,000.00	675,031.50
Municipal Bond	1.00%	06/01/16	250,000.00	250,917.50	(720.00)	250,000.00	250,197.50

## Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2015			June 30, 2015	
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,752,090.00	(51,300.00)	4,500,000.00	4,700,790.00
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,983,318.75	(17,793.75)	1,875,000.00	1,965,525.00
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,047,690.00	(8,830.00)	1,000,000.00	1,038,860.00
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,309,120.10	(18,698.40)	2,205,000.00	2,290,421.70
Municipal Bond	0.55%	09/01/16	-	-	3,011,490.00	3,000,000.00	3,011,490.00
Municipal Bond	0.45%	09/01/16	-	-	2,645,501.25	2,625,000.00	2,645,501.25
Municipal Bond	0.55%	10/01/16	2,000,000.00	1,997,280.00	2,620.00	2,000,000.00	1,999,900.00
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,207,461.50	(14,882.10)	1,130,000.00	1,192,579.40
Municipal Bond	0.62%	11/15/16	395,000.00	410,472.15	(3,104.70)	395,000.00	407,367.45
Municipal Bond	0.92%	11/15/16	710,000.00	707,728.00	1,192.80	710,000.00	708,920.80
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,703,718.10	(15,745.80)	1,610,000.00	1,687,972.30
Municipal Bond	0.80%	02/15/17	-	-	1,683,264.00	1,600,000.00	1,683,264.00
Municipal Bond	0.72%	02/15/17	-	-	1,383,855.00	1,375,000.00	1,383,855.00
Municipal Bond	0.70%	02/15/17	-	-	502,970.50	470,000.00	502,970.50
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,600,004.40	(30,052.70)	2,410,000.00	2,569,951.70
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,484,986.25	(18,358.75)	2,375,000.00	2,466,627.50
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,020,320.00	(4,680.00)	2,000,000.00	2,015,640.00
Municipal Bond	0.72%	03/01/17	590,000.00	632,881.20	(6,602.10)	590,000.00	626,279.10
Municipal Bond	0.95%	03/15/17	2,000,000.00	1,998,080.00	(1,840.00)	2,000,000.00	1,996,240.00
Municipal Bond	0.75%	04/01/17	-	-	1,788,128.20	1,655,000.00	1,788,128.20
Municipal Bond	1.00%	04/01/17	-	-	274,036.50	265,000.00	274,036.50
Municipal Bond	0.85%	05/01/17	-	-	700,870.10	665,000.00	700,870.10
Municipal Bond	1.10%	05/01/17	565,000.00	563,621.40	(463.30)	565,000.00	563,158.10
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,331,599.50	(11,086.25)	1,225,000.00	1,320,513.25
Municipal Bond	0.88%	05/01/17	-	-	1,414,902.50	1,375,000.00	1,414,902.50
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,851,656.40	(28,588.10)	2,630,000.00	2,823,068.30
Municipal Bond	1.60%	06/01/17	500,000.00	505,410.00	(1,470.00)	500,000.00	503,940.00
Municipal Bond	0.77%	06/01/17	-	-	1,502,625.00	1,500,000.00	1,502,625.00
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,289,871.80	(1,087.80)	1,295,000.00	1,288,784.00
Municipal Bond	1.05%	08/01/17	-	-	340,652.00	325,000.00	340,652.00
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,567,163.00	(17,155.80)	5,295,000.00	5,550,007.20
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,431,144.00	(16,354.00)	1,300,000.00	1,414,790.00
Municipal Bond	1.47%	08/15/17	250,000.00	252,567.50	(582.50)	250,000.00	251,985.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,548,555.95	(55,951.70)	5,965,000.00	6,492,604.25
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,097,676.40	(45,091.35)	5,715,000.00	6,052,585.05
Municipal Bond	0.79%	11/15/17	500,000.00	540,805.00	(6,420.00)	500,000.00	534,385.00
Municipal Bond	1.40%	12/01/17	500,000.00	496,975.00	(445.00)	500,000.00	496,530.00
Municipal Bond	1.13%	01/15/18	-	-	2,599,215.00	2,550,000.00	2,599,215.00
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,980,248.60	(16,163.30)	1,810,000.00	1,964,085.30
Municipal Bond	1.04%	02/01/18	-	-	730,702.00	665,000.00	730,702.00
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,448,804.00	(9,996.00)	8,400,000.00	8,438,808.00
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,917,224.40	(27,512.00)	1,810,000.00	1,889,712.40
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,810,527.00	(30,047.50)	2,525,000.00	2,780,479.50
Municipal Bond	1.41%	02/15/18	-	-	2,686,432.00	2,680,000.00	2,686,432.00
Municipal Bond	1.07%	03/01/18	-	-	450,966.60	420,000.00	450,966.60
Municipal Bond	1.08%	03/01/18	-	-	1,277,986.85	1,205,000.00	1,277,986.85
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,052,800.00	(10,160.00)	8,000,000.00	8,042,640.00
Municipal Bond	1.65%	05/01/18	500,000.00	539,970.00	(3,570.00)	500,000.00	536,400.00
Municipal Bond	1.65%	05/01/18	250,000.00	269,985.00	(1,785.00)	250,000.00	268,200.00
Municipal Bond	1.16%	05/01/18	-	-	285,488.00	280,000.00	285,488.00
Municipal Bond	1.15%	05/01/18	-	-	805,672.80	745,000.00	805,672.80
Municipal Bond	1.20%	05/01/18	-	-	9,959,220.00	9,000,000.00	9,959,220.00
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,035,873.60	(26,628.80)	2,720,000.00	3,009,244.80
Municipal Bond	1.18%	06/01/18	-	-	2,011,140.00	2,000,000.00	2,011,140.00
Municipal Bond	1.38%	06/01/18	245,000.00	263,673.90	(1,648.85)	245,000.00	262,025.05
Municipal Bond	1.65%	07/01/18	225,000.00	227,328.75	(1,014.75)	225,000.00	226,314.00
Municipal Bond	1.65%	07/01/18	605,000.00	611,261.75	(2,728.55)	605,000.00	608,533.20
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,990,389.50	(8,884.70)	1,970,000.00	1,981,504.80
Municipal Bond	1.54%	07/01/18	-	-	5,029,200.00	5,000,000.00	5,029,200.00
Municipal Bond	1.20%	08/01/18	-	-	451,219.50	450,000.00	451,219.50
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,836,981.00	(17,436.90)	2,630,000.00	2,819,544.10
Municipal Bond	1.92%	08/15/18	250,000.00	254,347.50	(700.00)	250,000.00	253,647.50
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,313,618.70	(8,965.20)	1,205,000.00	1,304,653.50
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,646,175.00	(12,750.00)	2,500,000.00	2,633,425.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,107,600.00	(52,500.00)	10,000,000.00	10,055,100.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,706,813.50	(17,360.00)	1,550,000.00	1,689,453.50
TVA Bond	0.86%	07/18/17	12,632,000.00	13,933,348.64	(126,850.54)	12,632,000.00	13,806,498.10
<b>TOTAL</b>			<b>\$ 477,832,978.55</b>	<b>\$ 487,476,578.82</b>	<b>\$ 8,572,335.46</b>	<b>\$ 486,353,145.55</b>	<b>\$ 496,048,914.28</b>

<b>Book Value Allocation</b>						
	<b>March 31, 2015</b>		<b>June 30, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>Book Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	21.45%	104,417,476.52	16.94%	84,000,002.46	-4.51%	(20,417,474.06)
<b>Debt Service Fund</b>	7.09%	34,496,164.13	6.98%	34,639,576.99	-0.10%	143,412.87
<b>Capital Projects Funds</b>	26.91%	131,025,559.62	33.14%	164,349,689.08	6.23%	33,324,129.46
<b>Enterprise Funds</b>	13.38%	65,142,020.07	11.38%	56,452,096.00	-2.00%	(8,689,924.07)
<b>Special Revenue Funds</b>	15.95%	77,632,374.14	16.70%	82,799,249.69	0.75%	5,166,875.55
<b>Internal Service Funds</b>	13.12%	63,872,375.15	13.09%	64,941,051.10	-0.02%	1,068,675.96
<b>Fiduciary Funds</b>	2.18%	10,610,219.90	1.85%	9,166,004.54	-0.33%	(1,444,215.36)
<b>115 Trust</b>	-0.07%	(347,942.74)	-0.09%	(423,236.77)	-0.01%	(75,294.03)
<b>Totals</b>	<b>100.00%</b>	<b>486,848,246.78</b>	<b>100.00%</b>	<b>495,924,433.10</b>		<b>9,076,186.32</b>

<b>Market Value Allocation</b>						
	<b>March 31, 2015</b>		<b>June 30, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>Market Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	21.45%	104,552,238.93	16.94%	84,021,087.16	-4.51%	(20,531,151.77)
<b>Debt Service Fund</b>	7.09%	34,540,685.28	6.98%	34,648,271.82	-0.10%	107,586.54
<b>Capital Projects Funds</b>	26.91%	131,194,662.74	33.14%	164,390,942.22	6.23%	33,196,279.49
<b>Enterprise Funds</b>	13.38%	65,226,093.12	11.38%	56,466,265.95	-2.00%	(8,759,827.17)
<b>Special Revenue Funds</b>	15.95%	77,732,567.39	16.70%	82,820,033.00	0.75%	5,087,465.61
<b>Internal Service Funds</b>	13.12%	63,954,809.58	13.09%	64,957,351.85	-0.02%	1,002,542.27
<b>Fiduciary Funds</b>	2.18%	10,623,913.57	1.85%	9,168,305.28	-0.33%	(1,455,608.29)
<b>115 Trust</b>	-0.07%	(348,391.80)	-0.09%	(423,343.01)	-0.01%	(74,951.21)
<b>Totals</b>	<b>100.00%</b>	<b>487,476,578.82</b>	<b>100.00%</b>	<b>496,048,914.28</b>		<b>8,572,335.46</b>

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/27/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Tiffany Stephens (972) 769-4264</b>				
<b>CAPTION</b>				
<b>An Ordinance of the City of Plano, Texas, amending City of Plano Ordinance No. 2003-4-16, codified as Article V. - Street and Thoroughfare Closures, Division 2. - Neighborhood Block Parties, Section 19-93, of the Code of Ordinances; and providing a repealer clause, a savings clause, a severability clause, a publication clause and an effective date.</b>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Adopting the proposed new ordinance will eliminate the \$50 permit fee currently required for a street or alley closure related to a Neighborhood Block Party. This will reduce the amount of revenue collected by the City in the future; however, the amount of revenue lost is indeterminable and expected to be minimal.</p> <p><b>STRATEGIC PLAN GOAL:</b> Revising the code of ordinances to promote neighborhood gatherings relates to the City's goal of Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City of Plano desires to maintain vibrant and renewing neighborhoods. The only change to the ordinance is to remove the \$50 fee for the street closure/block party. This is to encourage more block parties.</p> <p>The City of Plano has collected \$2,400 this year and has averaged \$2,670 over the last 5 years.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending City of Plano Ordinance No. 2003-4-16, codified as Article V. - Street and Thoroughfare Closures, Division 2. - Neighborhood Block Parties, Section 19-93, of the Code of Ordinances; and providing a repealer clause, a savings clause, a severability clause, a publication clause and an effective date.**

**WHEREAS**, Section 19-93 of the Code of Ordinances provides for a fifty dollar (\$50) fee for street closures for block parties,

**WHEREAS**, the City of Plano desires to promote block parties and neighborhood interaction by eliminating the fee and,

**WHEREAS**, the City Council hereby finds that City of Plano Ordinance No. 2003-4-16, codified as Article V. - Street and Thoroughfare Closures, Division 2. - Neighborhood Block Parties, Section 19-93 should be amended by adopting this Section 19-93.

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

**Section I.** Article V. - Street and Thoroughfare Closures, Division 2. - Neighborhood Block Parties, Section 19-93 of the Code of Ordinances of the City of Plano is hereby amended to be read in its entirety as follows:

“Sec. 19-93. - Permit required, application; petition.

All persons seeking to temporarily close a residential street (Type G street as defined in the Thoroughfare Standards Ordinance) or residential alley for the purpose of holding a block party shall file with the director of public works, or his designee (hereinafter referred to as "director"), not less than fourteen (14) days prior to the desired closure, an application for a street closure permit and a petition, in a form provided by the city, containing but not limited to the following information:

- (1) Name and location of the residential street to be closed;
- (2) Name, address, and phone number of person(s) requesting and desiring the street closure;
- (3) The date and time for the street closure; block parties must be held between the hours of 9:00 a.m. and 10:00 p.m.;
- (4) The petition, as furnished by the city, shall contain the signatures of seventy-five (75) percent of adult residents of the street to be closed indicating their consent to the proposed street closure. For purposes of computing the above percentage, each lot or property parcel shall have only one (1) vote.”

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

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

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

**Section V.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED** this the 27th day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phase 1 construction for a Guaranteed Maximum Price (GMP) that will not exceed \$1,600,000; authorizing the City Manager, or his designee, to execute the necessary contract documents; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,676,500	4,975,000	<b>7,651,500</b>	
Encumbered/Expended Amount	0	0	0	<b>0</b>	
This Item	0	-1,600,000	0	<b>-1,600,000</b>	
BALANCE	0	1,076,500	4,975,000	<b>6,051,500</b>	
<b>FUND(S):    PARK IMPROVEMENTS CIP &amp; CAPITAL RESERVE FUND</b>					
<p><b>COMMENTS:</b> Funding is available in the 2014-15 CIP for this item from the Park Improvements Fund and the Capital Reserve Fund. The initial phase of the Jack Carter Pool construction project, in the amount of \$1,600,000, will leave a current year balance of \$1,076,500 available for future expenditures associated with this project. A second and third phase of construction will be awarded at a later date, which will utilize approximately \$2.6 million of the remaining balance shown above as well as recreation facility bond funding approved in the 2013 bond referendum.</p> <p><b>STRATEGIC PLAN GOAL:</b> Starting the demolition of the existing park improvements and commencing grading and utility work for the new Jack Carter Pool site relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
Project Location Map:					
<a href="https://goo.gl/maps/t018l">https://goo.gl/maps/t018l</a>					

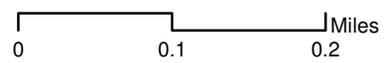
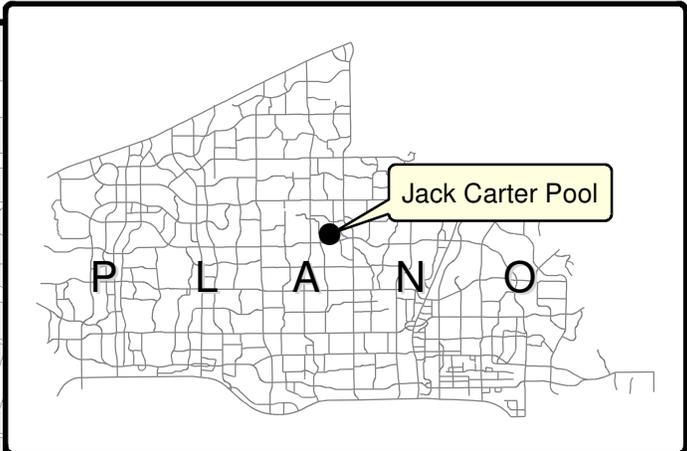
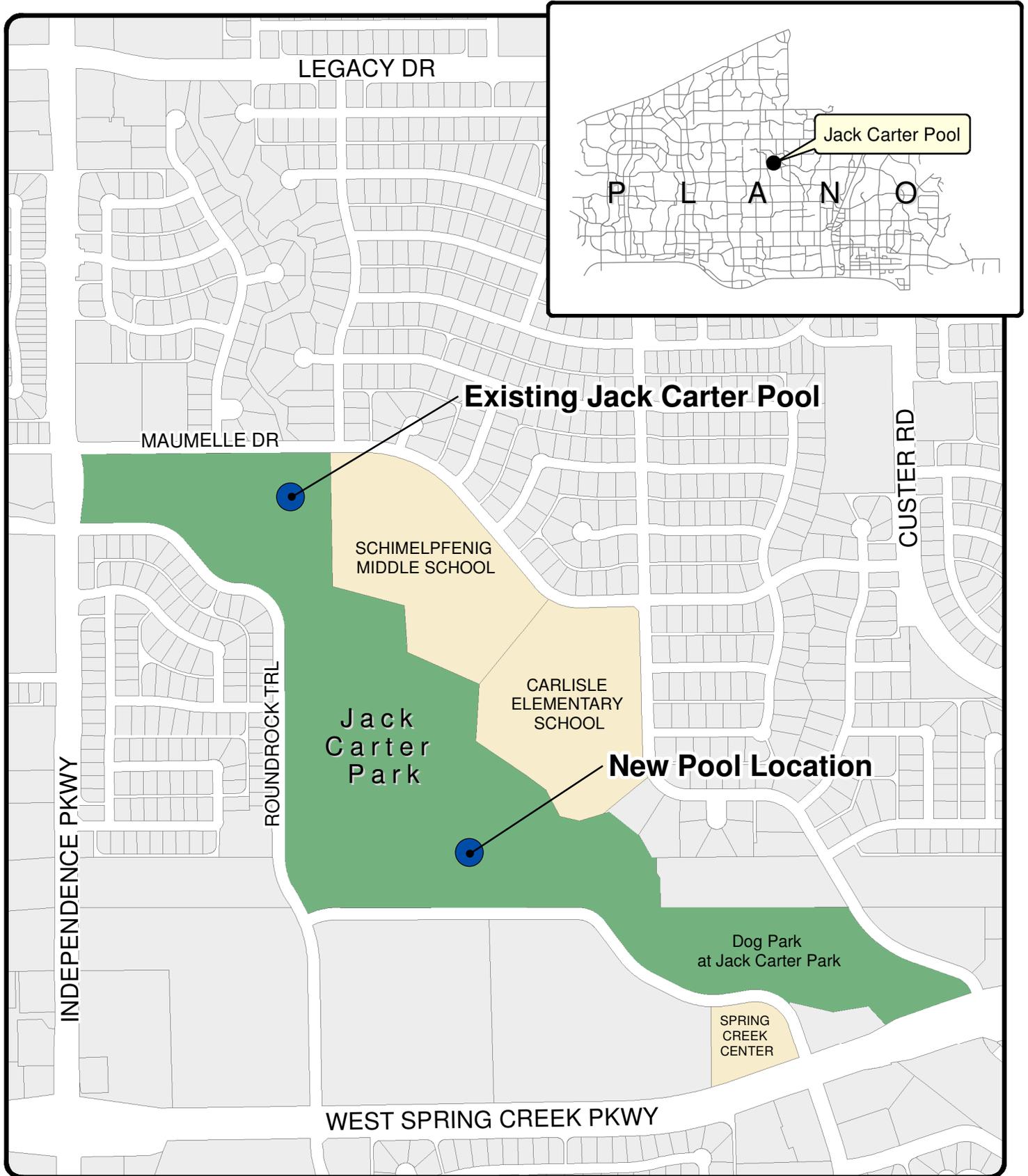


# CITY OF PLANO COUNCIL AGENDA ITEM

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

# Location Map

## Jack Carter Pool





# Memorandum

**Date:** July 6, 2015  
**To:** Kellie Boyer, Purchasing Department  
**From:** Robin Reeves, Park Planning  
**Subject:** Jack Carter Pool CMAR Services

## **Construction Manager at Risk Selection Process**

Six firms submitted their qualifications to provide Construction Manager at Risk (CMAR) services to the City of Plano for the Jack Carter Pool project. Turner Construction Company was selected as the most qualified firm to provide those services, and a contract was entered into with them to provide preconstruction services.

## **Project Schedule**

The existing outdoor pool at Jack Carter Park was closed for the summer of 2014 and is closed again this summer. Staff believes it is critical to meet neighborhood and user expectations by opening the new pool for the summer of 2016. The Construction Manager at Risk method of delivery was selected as the most efficient method for completing the new pool at the earliest possible date.

## **Jack Carter Pool Phasing and Budget**

In order to expedite completion of the project, City Staff, Turner Construction Company and the project consultant, David McCaskill Design Group, recommend that the project be bid and constructed in three phases. This will allow construction to begin at the earliest possible date and maximize the potential for completing the project by the summer of 2016.

The three phases with their estimated construction cost are as follows:

1. Site Demolition, Grading and Utilities	\$1,600,000
2. Pools, Buildings, Slides and other Pool Equipment	\$7,115,000
3. Paving, Fencing, Electrical, Irrigation and Landscaping	<u>\$2,072,000</u>
Total Project Estimate	\$10,787,000

These estimates are based on recent bids received by Turner Construction Company, outside contractor's estimates and the consultant's estimates for the project.

## **Next Steps**

Phase 1 – Turner Construction Company is in the process of receiving and evaluating bids for Phase 1. With City Council approval a Guaranteed Maximum Price (GMP) Amendment with Turner Construction Company will be executed for a GMP that will not exceed \$1,600,000. Providing authorization to move

forward with Phase 1 at this time will allow staff to move quickly once bids are received and the GMP has been determined and allow construction to begin at the earliest possible date.

Phases 2 and 3 - Turner Construction Company will bid Phases 2 and 3 as plans are completed. The bids for each phase will be evaluated and if necessary the project will be modified to stay within the project budget. A GMP for Phases 2 and 3 will be determined and submitted to City Council for approval before beginning work on each of those phases.

**How Can We Know that the Guaranteed Maximum Price Provided By Turner Construction Company is in the Best Interest of the City of Plano?**

Turner Construction Company will solicit bids for each phase of the project. Staff, the Consultant and Turner Construction Company will review the bids and identify opportunities for value engineering that could reduce the project cost. For each element of the project the lowest responsible bid will be taken. The total Guaranteed Maximum Price will be the sum of the lowest responsible bids plus normal cost for construction administration and general conditions applied by Turner Construction Company which will also be reviewed by City Staff. The City has the right not to enter into a contract if any of these costs exceed typical construction cost for a project of this type.

**Project Funding**

Funding for the Jack Carter Pool project is available from the following sources:

1. Jack Carter Pool Bond Funds	\$6,700,000
2. Park Improvement Bond Funds	\$2,300,000
3. Parks and Recreation Capital Reserve Funds	<u>\$1,900,000</u>
Total Funding Available	\$10,900,000

**Project History**

Jack Carter Pool was opened in 1983 and was an award winning facility at that time. The pool served the Citizens of Plano for over 30 years. In 2014 the pool became inoperable and has been closed for the past 2 summers.

Staff met with area residents for 7 months to develop a plan for a new pool at Jack Carter Park. The current plan is the result of those meetings.

c: Amy Fortenberry, Director of Parks and Recreation

**A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phase 1 construction for a Guaranteed Maximum Price (GMP) that will not exceed \$1,600,000; authorizing the City Manager, or his designee, to execute the necessary contract documents; and providing an effective date.**

**Whereas**, the City of Plano has engaged in a request for qualifications for the phased reconstruction of the Jack Carter Pool, which, having been constructed in 1983, had become inoperable due to its age; and

**Whereas**, Turner Construction Company has been selected as the most qualified firm to provide to provide Construction Manager at Risk Services for the construction of Jack Carter Pool Phase 1; and

**Whereas**, The City Council wishes to establish a not to exceed amount of \$1,600,000.00 for the construction of Jack Carter Pool Phase 1; and

**Whereas**, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager or his authorized designee should be authorized to execute a Guaranteed Maximum Price Amendment with Turner Construction for a Guaranteed Maximum Price that will not exceed \$1,600,000 for the Jack Carter Pool Phase 1 construction project.

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

**Section I.** A not to exceed amount of \$1,600,000 for construction of Jack Carter Pool Phase 1 has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in the best interest of the City of Plano and its Citizens and is hereby in all things approved.

**Section II.** The City Manager or his authorized designee is authorized to execute a Guaranteed Maximum Price Amendment and all other necessary documents with Turner Construction Company for the construction of Jack Carter Pool Phase 1 with a GMP that will not exceed \$1,600,000.

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

**DULY PASSED AND APPROVED** this the 27<sup>th</sup> day of July, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:	Planning			
Department Head	Christina Day			
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2014-34 - Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive from Regional Employment to Planned Development-Regional Employment to allow for Single-Family Residence Attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District. Applicant: Ronald McCutchin Family Partnership, LTD.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S): N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Consideration of a request to rezone relates to the Council's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its April 27, 2015 meeting the City Council remanded this zoning case back to the Planning & Zoning Commission by a vote of 8-0. At its June 1, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 5-1. The applicant has appealed the Commission's denial. A super majority vote, or 6 of the 8 City Council members, is required for approval of the request. The associated Concept Plan has also been appealed and is included as a separate agenda item.				
<b>List of Supporting Documents:</b> Letter of Appeal from Applicant Second Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Aerial Map Zoning Exhibit Concept Plan		<b>Other Departments, Boards, Commissions or Agencies</b> Planning & Zoning Commission		

**RONALD LEE McCUTCHIN**  
**INVESTMENTS**

MAILING ADDRESS:  
P.O. BOX 670307  
DALLAS, TEXAS 75367-0307

TEL: 214/750-7799  
FAX: 214/750-7790

PHYSICAL ADDRESS:  
5924 ROYAL LANE  
SUITE 200  
DALLAS, TEXAS 75230

[rmccutchin@sbcglobal.net](mailto:rmccutchin@sbcglobal.net)

June 29, 2015

VIA FAX  
972-941-7396

Ross Altobelli  
City of Plano  
1520 K Ave.  
Plano, TX 75074

**RE: Proposed Zoning Change: Zoning Case 2014-34**

Dear Mr. Altobelli:

I am writing with the permission of the project sponsor to request an appeal to the P&Z recommendation on the zoning case and concept plan. I will stop by City Hall and make the required appeal fee payment in the next couple days. Is there anything else that is needed to move the appeal ahead to the City Council?

Sincerely,



Ronald Lee McCutchin

/nlh

cc: Brian D. Klein, *Ion Design Group, LLC*  
Zach Ipour, *Megatel Homes III, LLC*

**Recommendation of the Planning & Zoning Commission**  
**Second Vice Chairman's Report**  
*Zoning Case 2014-34*  
June 01, 2015

**Zoning Case 2014-34:** Agenda Item No 6A and 6B – Public Hearing. Items heard together, but voted on separately. Six Commissioners were present, with Commissioner Pittman absent and one Commissioner's seat vacant

**Applicant:** Ronald McCutchen Family Partnership, LTD.

**Description:** Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive from Regional Employment to Planned Development-Regional Employment to allow for single-family residence attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District.

At its meeting on April 27, 2015, at the request of the applicant, the City Council remanded the zoning case back to the Planning & Zoning Commission to consider the amended request.

**Staff Recommendation:** Staff recommended denial of the zoning change for the following reasons:

- The request is not in conformance with the Future Land Use Plan and violates the adopted interim amendments to the Land Use Element of the Comprehensive Plan for residential use in a major corridor
- The development would create isolated residential development.
- The proposed PD stipulations would leave a narrow undeveloped parcel, more suited for small, individual pad-site development than for significant economic development opportunities
- The property is well positioned on State Highway 121 with a large amount of frontage, good access, visibility and separation from residential uses.
- The property has no physical constraints which would prohibit significant economic development from occurring at some point in the future, and should be retained for future nonresidential development
- Rezoning the property for residential uses would not further the city goal's as established in the Comprehensive Plan.

**Comments from the Applicant:**

- Applying the 550-ft Hwy. 121 setback requested by the Commission makes 2200 linear ft of the property undevelopable.
- Since the last proposal, the concept plan changed to add 86,600 SF office with a 520-foot setback from Hwy 121.
- The site is a continuation of residential – Villages of White Rock Creek and Hickory Ridge to the South
- Shape of property is a constraint.
- Limited access to Hwy. 121 because of position of entrance and exit ramp makes site not suitable for major employment opportunities
- Single family is more compatible to adjacent residential than Regional Employment.
- Single family has less traffic impact (85%).

- Provides additional residential choices for Plano
- In order to buffer the residential from noise of the Highway a 4ft. berm and sound wall may have to be added between office and the residential.

**Comments from the Commission:**

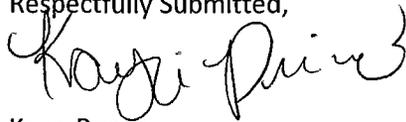
- Concerns over the quality of economic development that would occur in the office development.
- Concerns of appropriateness of site for residential given the results of the sound study for the development to the West and the need to potentially place tall sound walls on the property in order to mitigate noise for residents.
- Concerns over changing land zoned for major employment purposes for residential purposes
- Site has challenges and the ramp on 121 complicates the property

In support of staff's recommendation a motion was made for the denial of Zoning Case 2014-34, item 6A. Motion for Denial was approved by the Commission 5 votes to 1 (Commissioner Kong voted against the motion.)

**Agenda Item No. 6B – Concept Plan, Sam Rayburn Plaza and Villages of Prairie Commons East.**

This Concept plan application is contingent upon approval of Zoning Case 2013-34 (Agenda item No 6A). Since Zoning Case 2014-34 was denied, a motion was made for Denial of Agenda Item No. 6B – Concept Plano, Sam Rayburn Plaza and Villages of Prairie Commons East and was approved by the Commission 5 votes to 1 (Commissioner Kong voted against the motion.)

Respectfully Submitted,



Kayci Prince  
Second Vice-Chair  
Planning & Zoning Commission

**DATE:** June 2, 2015  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 1, 2015

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2014-34  
APPLICANT: RONALD MCCUTCHIN FAMILY PARTNERSHIP, LTD**

Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive **from** Regional Employment **to** Planned Development-Regional Employment to allow for single-family residence attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District.

**APPROVED:** \_\_\_\_\_ **DENIED:** 5-1 **TABLED:** \_\_\_\_\_

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

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 1

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

**STIPULATIONS:**

Denied. The Commissioner voting in opposition expressed concerns regarding access for nonresidential uses.

RA/ks

xc: Ronald McCutchin Family Partnership  
Bryan D. Klein, ION Design Group, LLC  
Wayne Snell, Permit Services Manager

<http://goo.gl/maps/igz8g>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 1, 2015

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2014-34

**Applicant:** Ronald McCutchin Family Partnership, LTD

---

**DESCRIPTION:**

Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive **from** Regional Employment **to** Planned Development-Regional Employment to allow for single-family residence attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District.

**HISTORY:**

The applicant submitted a previous request to rezone the subject property from Regional Employment to Planned Development-Single-Family Residence Attached. The Planning & Zoning Commission denied this request on March 16, 2015. The applicant subsequently appealed the Commission's denial to the City Council. At its meeting on April 27, 2015, at the request of the applicant, the City Council remanded the zoning case back to the Planning & Zoning Commission to consider this amended request. Since the applicant changed the request from Planned Development-Single-Family Residence Attached to Planned Development-Regional Employment, staff was required to send out updated public notices. The additional public notice resulted in delaying consideration of the case until this meeting.

**REMARKS:**

The applicant's modified request is to rezone the subject property from Regional Employment (RE) to Planned Development-Regional Employment (PD-RE). The RE district is intended to provide for office and limited manufacturing uses that are consistent with the regional status of certain tollways and expressways serving Plano and surrounding communities. Some retail uses are also appropriate when developed in conjunction with the primary uses. The district's standards are designed to ensure compatibility between the various uses within a corridor and surrounding residential neighborhoods.

A planned development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off- and onsite conditions. The requested PD-RE

would allow nonresidential development along the frontage road of State Highway 121 and residential uses at a minimum distance of 520 feet from the centerline of State Highway 121.

A concept plan, Sam Rayburn Plaza and Villages of Prairie Commons East, accompanies this request as Agenda Item No. 6B.

### **Surrounding Land Use and Zoning**

The area of the request is currently undeveloped. To the west, across future Ridgeview Drive, is undeveloped land zoned Planned Development-497-Single-Family Residence Attached (PD-497-SF-A). To the south, across Ridgeview Drive, are existing residences zoned Single-Family Residence-6 (SF-6). To the north, across State Highway 121, is undeveloped property located within the city of Frisco. To the east, the property is zoned RE and is partly developed as a farm.

### **Proposed Planned Development Stipulations**

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

**Land Use** - The applicant is proposing to keep the existing RE base zoning district with the additional use of single-family residence attached.

**Design Standards** - The language in the proposed PD would allow a portion of the property to be developed as residential uses built to comply with development standards of the SF-A zoning district. The property adjacent to 121 will be reserved for nonresidential uses built to comply with the RE zoning district's area, yard, and bulk requirements. Additional stipulations have been included with the intention of mitigating the impacts between residences and the adjacent commercial uses and State Highway 121.

The requested PD language is as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the RE zoning district unless otherwise specified herein.

1. Residential lots must be set back a minimum of 520 feet from the centerline of State Highway 121.
2. A minimum 30-foot wide irrigated landscape edge must be provided between residential and nonresidential uses. The landscape edge must include a landscaped berm with a minimum height of four feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one three-inch caliper shade tree and one three-inch caliper ornamental tree (seven-foot planted height) shall be placed per 50 feet of frontage.

3. Prior to preliminary site plan approval, the applicant must submit an Environmental Noise Study to verify that residential lots will be in conformance with the City of Plano's Performance Standards.

**Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April 2012. The policies that apply to this request include:

1. Residential should be set back a minimum of 1,200 feet from the centerline of State Highway 121. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

The applicant is proposing a 520 foot setback for residential lots from the centerline of State Highway 121, with development, landscaping, and berming to serve as screening. This property is at grade with the adjacent highway and there are no physical constraints that would hinder nonresidential development on the property. This zoning request is not in compliance with this policy.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e., senior housing) could be an exception if the surrounding land uses are compatible.

The zoning request does not expand into any existing residential neighborhoods. Ridgeview Drive, which will be a 92 foot right-of-way at full construction, separates this property from the existing residential development located to the south, and future residential development to the west. Additionally, the streets proposed for this development do not align with existing residential streets to the south.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property were rezoned to allow residential uses.

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

**School Capacity** - This is provided for informational purposes only. The subject property is within the Frisco Independent School District (FISD) and is served by the following schools:

<b>Elementary School</b>	<b>Borchardt</b>
<b>Middle School</b>	<b>Fowler</b>
<b>High School</b>	<b>Liberty</b>

Based upon the current projections and feeder alignments FISD has determined that current elementary facilities in Plano would be sufficient, but the middle and high school zone increases would all need to be accommodated by campuses located north of State Highway 121. FISD has stated that there may be capacity issues at Liberty High School.

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

**Access to and Availability of Amenities and Services** - The subject property is not within a Park Fee service area. There are no existing neighborhood parks or linear parks to serve this area; however, the Park Master Plan identifies a future trail connection and proposed park southwest of State Highway 121 and Ridgeview Drive. Private open space, as required by the SF-A district standards, would serve the residents of this area.

The subject property is located within the Davis Library's service area. Although Davis Library is at service capacity, Schimelpfenig Library has capacity to serve additional patrons.

**Economic Development Element and Land Use Element** - The Economic Development Element and the Land Use Element policies of the Comprehensive Plan discourage rezoning properties for residential uses in prime economic development areas of the city. The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts and to take advantage of future nonresidential development opportunities.

In addition, the Economic Development Element of the Comprehensive Plan encourages the preservation of land in expressway corridors, such as the RE area, for future economic development. The element states that:

“Rezoning requests must be carefully examined to ensure that proposed locations are suitable for residential development and that Plano's economic viability is not being jeopardized in order to accommodate short-term demand. The availability of undeveloped “greenfield” sites is vital to encourage expansion and relocation of businesses. Therefore, the City should preserve land along the expressway corridors and in the employment centers for future economic development opportunities.”

The city's policies state that residential uses should be an expansion of an existing neighborhood, integrated into a mixed-use urban center, or located in an alternative neighborhood setting such as a transit-oriented development. The proposed development does not meet any of the recommended criteria. The site has good visibility and access with over 2,200 feet of frontage along State Highway 121. Additionally, the property is large enough to accommodate significant nonresidential development. Staff believes this property should be reserved for future economic development.

## **ISSUES:**

### **Residential Use in a Major Corridor**

As mentioned previously, this request is not in conformance with the city's Comprehensive Plan recommendations, and it is not an extension of residential uses. The applicant is proposing PD language intended to mitigate future residences from the effects of future nonresidential uses and the existing highway to the north through setbacks and landscaping. However, there are no physical limitations which would prohibit significant nonresidential development from occurring in the future. For these reasons, staff believes there is no compelling reason the property should be rezoned to accommodate residential development. The existing RE zoning allows a variety of nonresidential uses which would benefit from the opportunity of having a large amount of property on which to develop, with good access and visibility to State Highway 121.

### **PD Stipulations**

The requested PD standards, reflected in the companion concept plan, would leave 11.1± acres for nonresidential development adjacent to 121. Although this is a large amount of acreage, the proposed setback for residences would only leave approximately 200 feet of width, accounting for required landscape edges, for development. Staff believes that this property depth is not sufficient to allow for significant economic development to occur. The 1,200-foot buffer as recommended by the Comprehensive Plan is intended to provide an area large enough to accommodate a variety of uses while allowing flexibility in site design. Reducing the depth of the property and leaving it situated as a remainder next to a residential subdivision would encourage small pad sites or strip-style development to occur. Similar sized parcels are located at the southeast corner of Coit Road and State Highway 121, where development includes three individual bank pad sites.

The applicant is proposing to require a sound study in order to verify that residential lots will meet the city's performance standards for sound levels due to noise from State Highway 121. This requirement currently exists within PD-497-SF-A to the west where the developer is required to install a nine-foot berm along the northern property line, and a nine-foot sound wall along a portion of the western flood plain line. Staff is concerned that if this area were rezoned, similar mitigation measures would also be required. Depending on the nature of these improvements, the property reserved for nonresidential development could be significantly impacted with the imposition of additional landscaping, setbacks or walls, further reducing the area for future development.

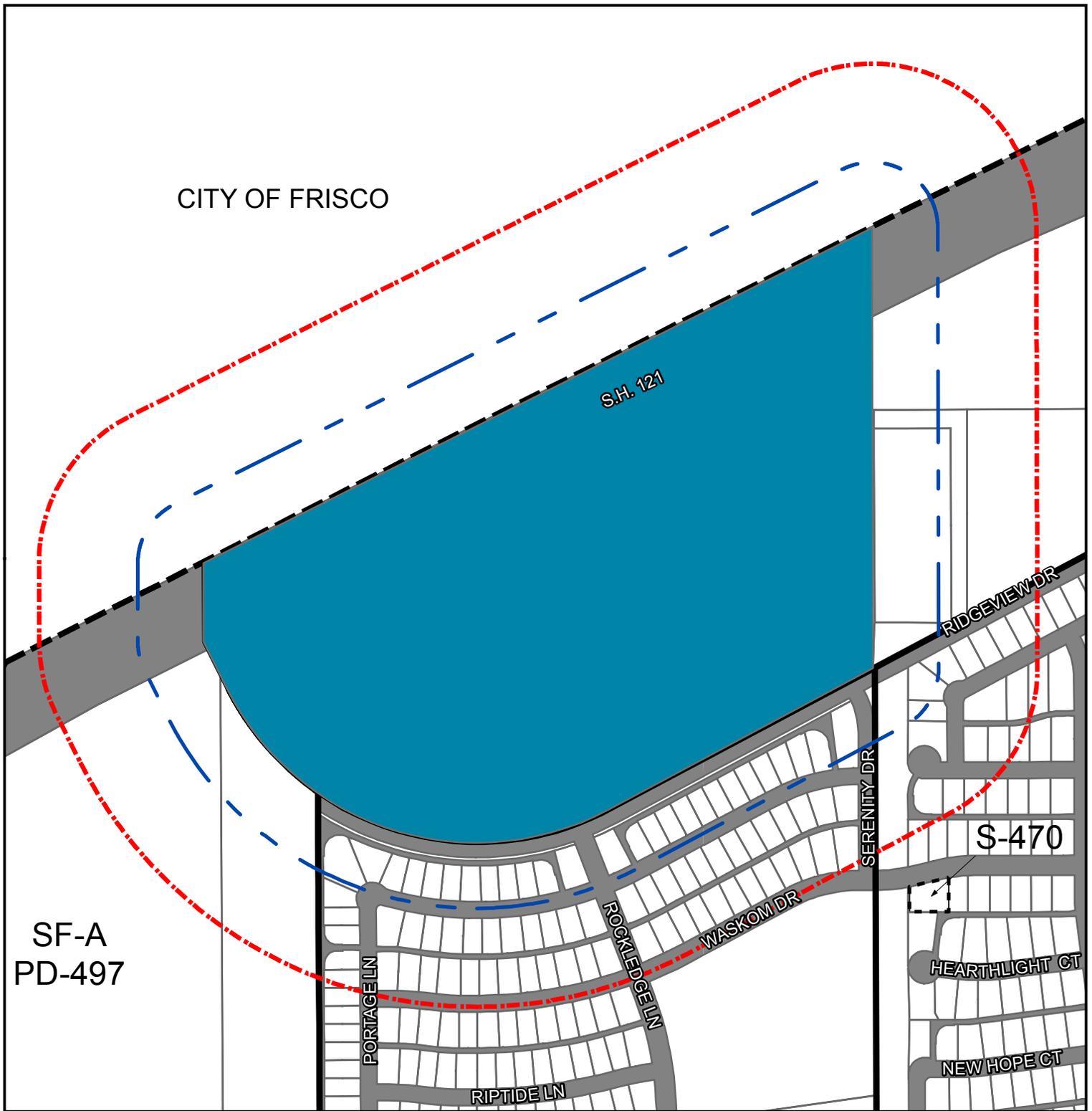
## **SUMMARY:**

The applicant is requesting to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive from RE to PD-RE to allow for single-family residences with modified development standards. The request is not in conformance with the Future Land Use Plan and violates the adopted interim amendments to the Land Use Element of the Comprehensive Plan for residential use in a major corridor and isolated residential development. Staff believes that the proposed PD stipulations would leave a narrow undeveloped parcel, more suited for small, individual pad-site development than for significant economic development opportunities. This

property is well positioned on State Highway 121 with a large amount of frontage, good access, visibility and separation from residential uses. The property has no physical constraints which would prohibit significant economic development from occurring at some point in the future. For these reason, staff believes this property should be retained for future nonresidential development and that rezoning the property for residential uses would not further the city's goals as established in the Comprehensive Plan.

**RECOMMENDATION:**

Recommended for denial.

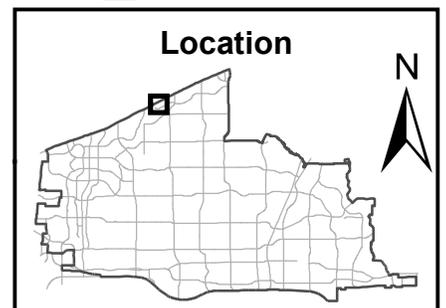


Zoning Case 2014-34

Existing Zoning: Regional Employment (RE)/State Highway 121 Overlay District

Proposed Zoning: Planned Development-Regional Employment (PD-RE) to allow for Single-Family Residence Attached as an additional use with modified development standards

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



Source: City of Plano Planning Department



Area of Request

Zoning Case 2014-34



Source: City of Plano, Planning Dept.  
Date: March, 2015







# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:	Planning			
Department Head	Christina Day			
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Consideration of an appeal of the Planning & Zoning Commission's denial of the Concept Plan for Sam Rayburn Plaza and Villages of Prairie Commons East - General office, 116 Patio Home lots, 70 Single-Family Residence Attached lots, and seven common area lots on 43.1± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive. Zoned Regional Employment/State Highway 121 Overlay District. Applicant: Ronald McCutchin Family Partnership, LTD.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s): N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Consideration of a request to rezone relates to the Council's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its June 1, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 5-1. The applicant has appealed the Commission's denial. A simple majority, or 5 of the 8 City Council members, is required for approval of the request. The associated zoning case, 2014-34, has also been appealed and is included as a separate agenda item.				
List of Supporting Documents: Letter of Appeal from Applicant Second Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

**RONALD LEE McCUTCHIN**  
**INVESTMENTS**

MAILING ADDRESS:  
P.O. BOX 670307  
DALLAS, TEXAS 75367-0307

TEL: 214/750-7799  
FAX: 214/750-7790

PHYSICAL ADDRESS:  
5924 ROYAL LANE  
SUITE 200  
DALLAS, TEXAS 75230

[rmccutchin@sbcglobal.net](mailto:rmccutchin@sbcglobal.net)

June 29, 2015

VIA FAX  
972-941-7396

Ross Altobelli  
City of Plano  
1520 K Ave.  
Plano, TX 75074

**RE: Proposed Zoning Change: Zoning Case 2014-34**

Dear Mr. Altobelli:

I am writing with the permission of the project sponsor to request an appeal to the P&Z recommendation on the zoning case and concept plan. I will stop by City Hall and make the required appeal fee payment in the next couple days. Is there anything else that is needed to move the appeal ahead to the City Council?

Sincerely,



Ronald Lee McCutchin

/nlh

cc: Brian D. Klein, *Ion Design Group, LLC*  
Zach Ipour, *Megatel Homes III, LLC*

**Recommendation of the Planning & Zoning Commission**  
**Second Vice Chairman's Report**  
*Zoning Case 2014-34*  
June 01, 2015

**Zoning Case 2014-34:** Agenda Item No 6A and 6B – Public Hearing. Items heard together, but voted on separately. Six Commissioners were present, with Commissioner Pittman absent and one Commissioner's seat vacant

**Applicant:** Ronald McCutchen Family Partnership, LTD.

**Description:** Request to rezone 54.3± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive from Regional Employment to Planned Development-Regional Employment to allow for single-family residence attached with modified development standards. Zoned Regional Employment/State Highway 121 Overlay District.

At its meeting on April 27, 2015, at the request of the applicant, the City Council remanded the zoning case back to the Planning & Zoning Commission to consider the amended request.

**Staff Recommendation:** Staff recommended denial of the zoning change for the following reasons:

- The request is not in conformance with the Future Land Use Plan and violates the adopted interim amendments to the Land Use Element of the Comprehensive Plan for residential use in a major corridor
- The development would create isolated residential development.
- The proposed PD stipulations would leave a narrow undeveloped parcel, more suited for small, individual pad-site development than for significant economic development opportunities
- The property is well positioned on State Highway 121 with a large amount of frontage, good access, visibility and separation from residential uses.
- The property has no physical constraints which would prohibit significant economic development from occurring at some point in the future, and should be retained for future nonresidential development
- Rezoning the property for residential uses would not further the city goal's as established in the Comprehensive Plan.

**Comments from the Applicant:**

- Applying the 550-ft Hwy. 121 setback requested by the Commission makes 2200 linear ft of the property undevelopable.
- Since the last proposal, the concept plan changed to add 86,600 SF office with a 520-foot setback from Hwy 121.
- The site is a continuation of residential – Villages of White Rock Creek and Hickory Ridge to the South
- Shape of property is a constraint.
- Limited access to Hwy. 121 because of position of entrance and exit ramp makes site not suitable for major employment opportunities
- Single family is more compatible to adjacent residential than Regional Employment.
- Single family has less traffic impact (85%).

- Provides additional residential choices for Plano
- In order to buffer the residential from noise of the Highway a 4ft. berm and sound wall may have to be added between office and the residential.

**Comments from the Commission:**

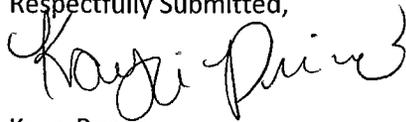
- Concerns over the quality of economic development that would occur in the office development.
- Concerns of appropriateness of site for residential given the results of the sound study for the development to the West and the need to potentially place tall sound walls on the property in order to mitigate noise for residents.
- Concerns over changing land zoned for major employment purposes for residential purposes
- Site has challenges and the ramp on 121 complicates the property

In support of staff's recommendation a motion was made for the denial of Zoning Case 2014-34, item 6A. Motion for Denial was approved by the Commission 5 votes to 1 (Commissioner Kong voted against the motion.)

**Agenda Item No. 6B – Concept Plan, Sam Rayburn Plaza and Villages of Prairie Commons East.**

This Concept plan application is contingent upon approval of Zoning Case 2013-34 (Agenda item No 6A). Since Zoning Case 2014-34 was denied, a motion was made for Denial of Agenda Item No. 6B – Concept Plano, Sam Rayburn Plaza and Villages of Prairie Commons East and was approved by the Commission 5 votes to 1 (Commissioner Kong voted against the motion.)

Respectfully Submitted,



Kayci Prince  
Second Vice-Chair  
Planning & Zoning Commission

**DATE:** June 2, 2015  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 1, 2015

**AGENDA ITEM NO. 6B - CONCEPT PLAN  
SAM RAYBURN PLAZA AND VILLAGES OF PRAIRIE COMMONS EAST  
APPLICANT: RONALD MCCUTCHIN FAMILY PARTNERSHIP, LTD**

General office, 116 patio home lots, 70 single-family residence attached lots, and seven common area lots on 43.1± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive. Zoned Regional Employment/State Highway 121 Overlay District. Neighborhood #1.

**APPROVED:** \_\_\_\_\_ **DENIED:** 5-1 **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Denied. The Commissioner voting in opposition expressed concerns regarding access for nonresidential uses.

RA/ks

xc: Ronald McCutchin Family Partnership  
Bryan D. Klein, ION Design Group, LLC  
Wayne Snell, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

June 1, 2015

**Agenda Item No. 6B**

**Concept Plan:** Sam Rayburn Plaza and Villages of Prairie Commons East

**Applicant:** Ronald McCutchin Family Partnership, LTD

---

**DESCRIPTION:**

General office, 116 patio home lots, 70 single-family residence attached lots, and seven common area lots on 43.1± acres located at the southeast corner of State Highway 121 and future Ridgeview Drive. Zoned Regional Employment/State Highway 121 Overlay District. Neighborhood #1.

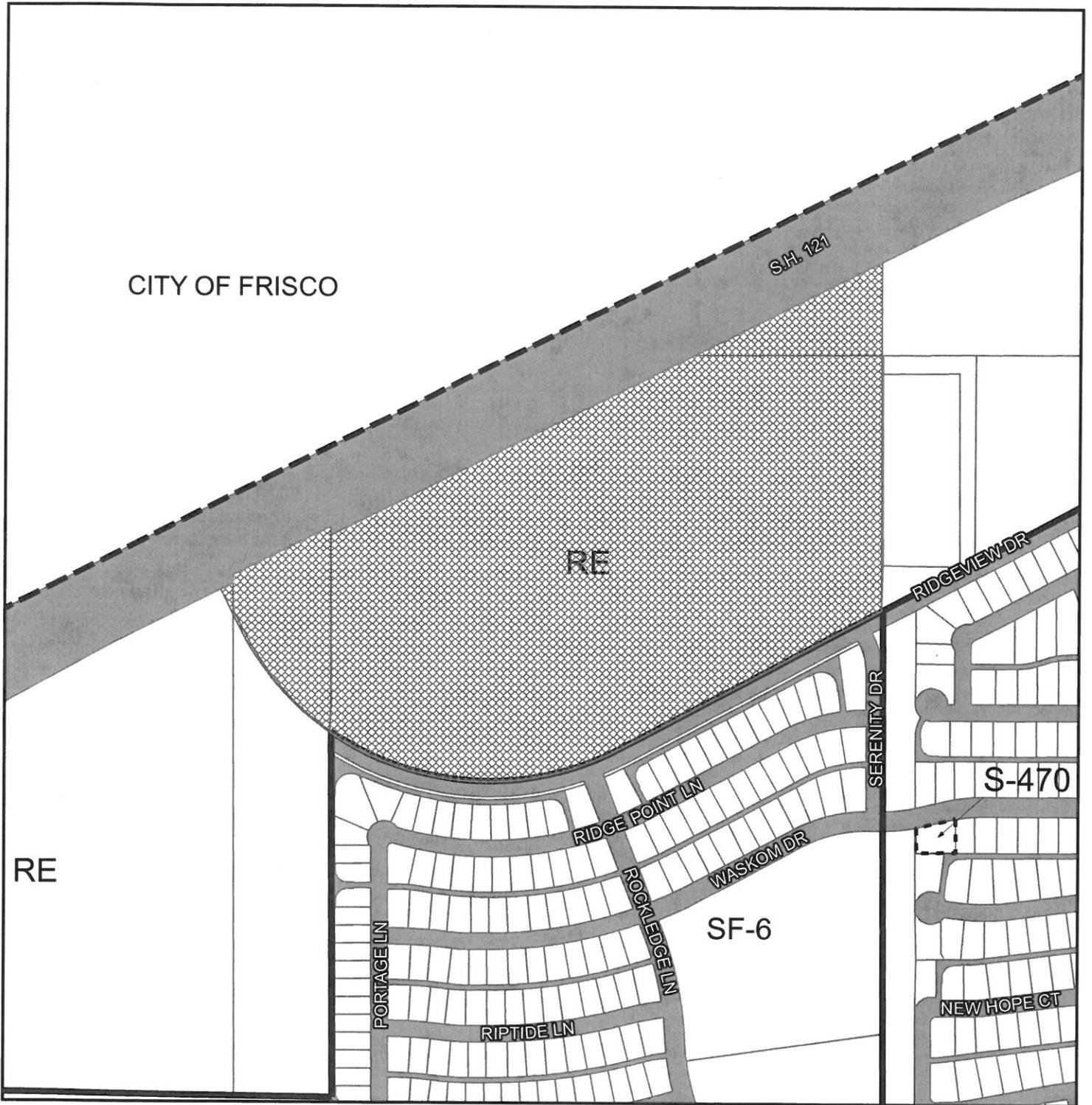
**REMARKS:**

This concept plan is associated with Zoning Case 2014-34 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed commercial development and single-family subdivision. The plan meets the area, yard, and bulk requirements of the requested Regional Employment (RE) zoning district and complies with the stipulations as requested by Zoning Case 2014-34.

Due to staff's recommendation for denial of the companion case, Zoning Case 2014-34, staff recommends denial of the proposed concept plan.

**RECOMMENDATION:**

Recommended for denial.



CITY OF FRISCO

S.H. 121

RE

RIDGEVIEW DR

S-470

RE

SF-6

PORTAGE LN

RIDGE POINT LN

SERENITY DR

ROCKLEDGE LN

WASKOM DR

RIPTIDE LN

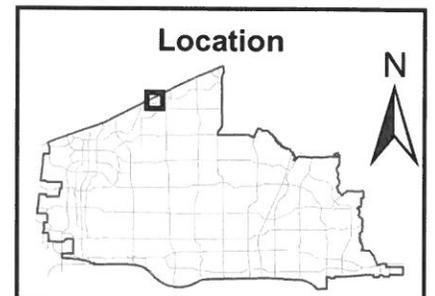
NEW HOPE CT



Item Submitted: CONCEPT PLAN

Title: VILLAGES OF PRAIRIE COMMONS EAST

Zoning: REGIONAL EMPLOYMENT/  
STATE HIGHWAY 121 OVERLAY DISTRICT

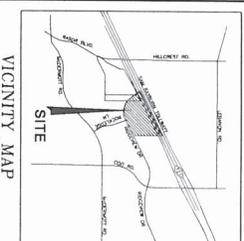


Location

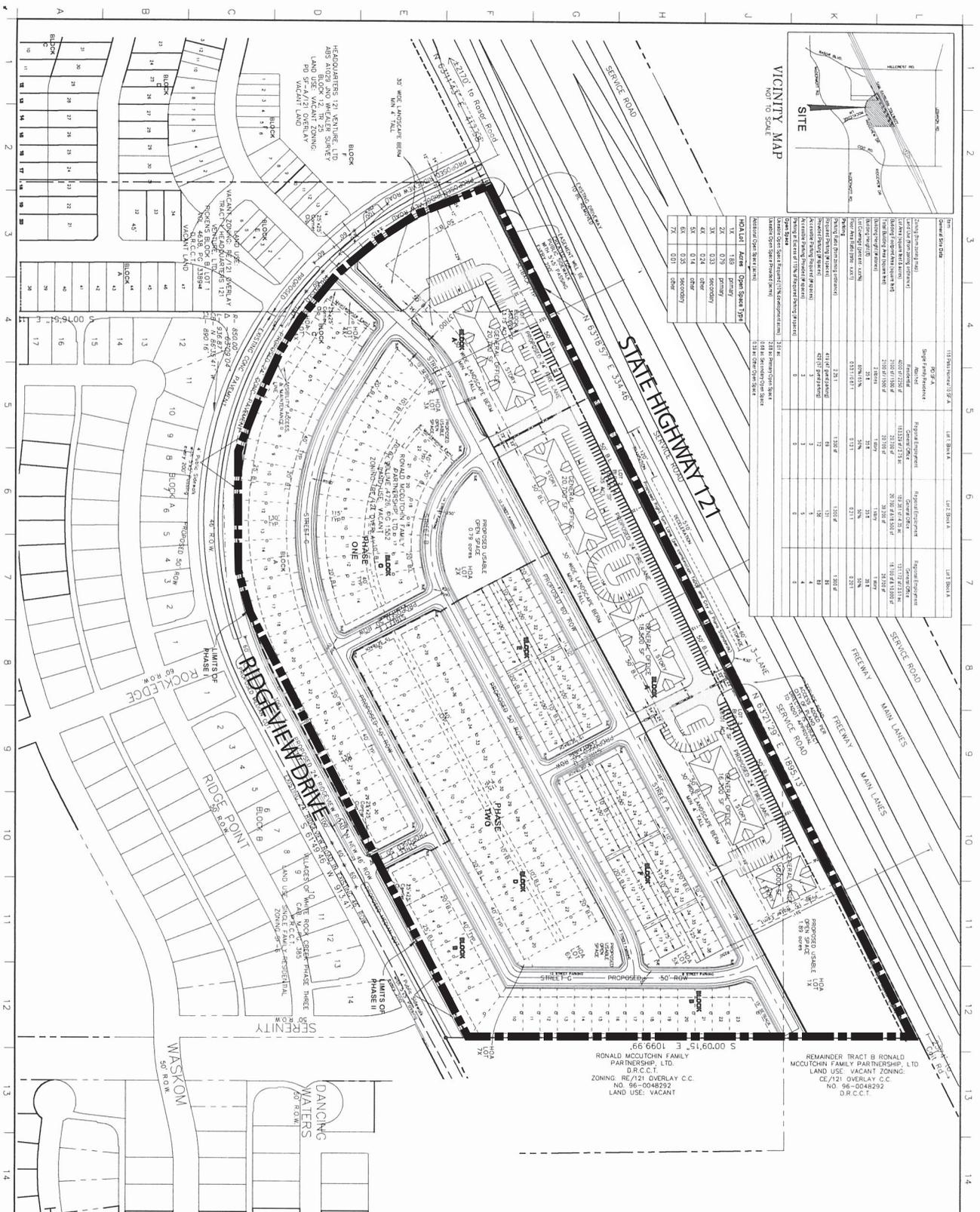
N

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

Source: City of Plano Planning Department

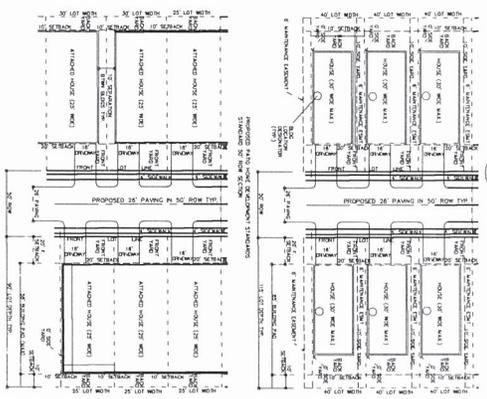


Item #	Item Description	Quantity	Unit	Value
1	Site Preparation	1	Lot	100,000
2	Site Grading	1	Lot	100,000
3	Site Erosion Control	1	Lot	100,000
4	Site Fencing	1	Lot	100,000
5	Site Lighting	1	Lot	100,000
6	Site Security	1	Lot	100,000
7	Site Maintenance	1	Lot	100,000
8	Site Restoration	1	Lot	100,000
9	Site Decommissioning	1	Lot	100,000
10	Site Remediation	1	Lot	100,000
11	Site Reclamation	1	Lot	100,000
12	Site Rehabilitation	1	Lot	100,000
13	Site Renovation	1	Lot	100,000
14	Site Refurbishment	1	Lot	100,000
15	Site Refinishing	1	Lot	100,000
16	Site Refitting	1	Lot	100,000
17	Site Refurbishing	1	Lot	100,000
18	Site Refinishing	1	Lot	100,000
19	Site Refitting	1	Lot	100,000
20	Site Refurbishing	1	Lot	100,000



66-9601 S 151.60.00 S  
 RONALD MCCLUTCHIN FAMILY PARTNERSHIP, LTD.  
 D.R.C.C.T.  
 ZONING: CE 7/21 OVERLAY C.C.  
 NO. 96-0048292  
 LAND USE: VACANT

REMAINDER TRACT B RONALD MCCLUTCHIN FAMILY PARTNERSHIP, LTD.  
 LAND USE: VACANT ZONING: CE 7/21 OVERLAY C.C.  
 NO. 96-0048292  
 D.R.C.C.T.



**OWNER**  
 RONALD MCCLUTCHIN FAMILY PARTNERSHIP, LTD.  
 5512 N. Pecos Pkwy  
 Phoenix, AZ 85018  
 Phone: 480.256.1182  
 Contact: John Pappard

**APPLICANT**  
 MCAGATEL HOMES  
 5512 N. Pecos Pkwy  
 Phoenix, AZ 85018  
 Phone: 480.256.1182  
 Contact: John Pappard

**PLANNER/ENGINEER**  
 ION DESIGN, LTD.  
 7075 Fawn Hills Ave  
 Dallas, Texas 75231  
 Phone: 972.964.4416  
 Contact: Brian Maddox

**SUPERVISOR**  
 MADDOX SURVEYING, INC.  
 7075 Fawn Hills Ave  
 Dallas, Texas 75231  
 Phone: 972.964.4416  
 Contact: Brian Maddox

**CONCEPT PLAN SAM EMBRYEN PLAZA**  
 LOTS 1, 2, & 3, BLOCK A  
 5512 N. Pecos Pkwy  
 Phoenix, AZ 85018  
 Phone: 480.256.1182  
 Contact: John Pappard

**CONCRETE CONTRACTOR**  
 PRAIRIE COMMONS EAST  
 5512 N. Pecos Pkwy  
 Phoenix, AZ 85018  
 Phone: 480.256.1182  
 Contact: John Pappard

**LANDSCAPE ARCHITECT**  
 CITY OF ELAND, OLLIN COUNTY, TEXAS



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:	Planning			
Department Head	Christina Day			
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-11 - Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no immediate financial impact. <b>STRATEGIC PLAN GOAL:</b> Hearing an appeal of a Planning & Zoning Commission decision relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its May 18, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 6-1. The applicant has appealed the Commission's denial. A super majority, or 6 of the 8 City Council members, is required for approval of the request. The associated Concept Plan has also been appealed and is included as a separate agenda item. The City Council tabled this item at the June 22, 2015 meeting.				
List of Supporting Documents: Letter of Appeal from Applicant First Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Aerial Map Zoning Exhibit Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

5420 LBJ Freeway  
Suite 1275  
Dallas, TX 75240

Tel 972.560.7000  
Fax 972.560.7007  
www.brookfieldlogisticsproperties.com

**IDI Gazeley**  
Brookfield Logistics Properties

RECEIVED

MAY 26 2015

PLANNING DEPT.

May 26, 2015

Erica Marohnic, ACIP  
Senior Planner  
City of Plano  
1520 Avenue K – 2<sup>nd</sup> Floor  
Suite 250  
Plano, Texas 75074

RE: P&Z Zoning Petition and Concept Plan decision

Erica,

By way of this letter, IDI Gazeley does hereby appeal both the P&Z's decision regarding our Zoning Petition as well as P&Z's decision regarding our concept plan. Please place our case on the immediate upcoming City Council meeting agenda.

Enclosed is \$110 fee plus the \$5 fee per property owner notice for the 15 property owners that were notified.

Please let us know what further steps, if any, that we need to make to appeal both decisions made by P&Z.

Thank you for your time and consideration.



**Doug Johnson**

IDI | SVP and Regional Managing Director

.....  
DIRECT 972.560.7001 FAX 972.560.7007  
5420 LBJ Freeway, Suite 1275 Dallas, TX 75240

Latest news at [www.idi.com](http://www.idi.com)

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**ZONING CASE 2015-11 AND CONCEPT PLAN**

MAY 18, 2015

FIRST VICE CHAIRMAN'S REPORT

**Agenda Item No. 9A – Public Hearing**

**Zoning Case 2015-11** – Request to rezone 14.5 acres located on the south side of Plano Parkway, 1,950 +- feet west of Shiloh Road, from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards.

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

**Staff Recommendation:** Staff recommended denial of the zoning change.

**Commission Action:** After hearing from the Applicant and one speaker for the request and two speakers against the request, some discussion was held by the commission prior to a motion to deny the requested zoning change being made by First Vice Chair Barbera and seconded by Second Vice Chair Hilburn. The motion was approved with a vote of 6-1. Commissioner O'Hanlon voted against the motion.

Comments made in support of the motion to deny included:

- The RT district should be preserved to continue to bring high paying, well educated jobs to East Plano.

**Additional Comments:** On a motion made by Second Vice Chair Hilburn and seconded by First Vice Chair Barbera, the Concept plan associated with Zoning Case 2015-11 was denied as well, by a 5-2 vote. Chairman Bender and Commissioner O'Hanlon voted against the motion.

Respectfully Submitted,



M. Nathan Barbera  
First Vice Chair  
City of Plano Planning & Zoning Commission

**DATE:** May 19, 2015  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 9A - PUBLIC HEARING  
ZONING CASE 2015-11  
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL, LLC (IDI  
GAZELEY)**

Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road **from** Research/Technology Center **to** Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

**APPROVED:** \_\_\_\_\_ **DENIED:** 6-1 **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Denied. The commissioner voting in opposition to the motion did not state a reason for his opposition.

EMks

xc: David Seaman, Industrial Developments International, LLC  
Edward W. Eckart, Goodwin and Marshall, Inc.

<https://www.google.com/maps/@33.0057683,-96.672131,18z/data=!3m1!1e3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 18, 2015

**Agenda Item No. 9A**

**Public Hearing:** Zoning Case 2015-11

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

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**DESCRIPTION:**

Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road **from** Research/Technology Center **to** Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

**HISTORY:**

A recent rezoning request from Research/Technology Center to Planned Development-Research/Technology Center for the subject property was considered by the Planning & Zoning Commission on January 20, 2015. The request included stipulations for additional square footage specific to the office/showroom-warehouse use, additional loading spaces or berths, no screening of loading or trash collection areas from adjacent properties, and an increased building height. The Commission voted to deny the request, (8-0). The applicant subsequently appealed the Commission's denial to the City Council. City Council considered the appeal on March 17, 2015 and failed to garner a supermajority, thus both motions to approve and deny failed, (4-4).

**REMARKS:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center. The Research/Technology Center (RT) zoning district is intended to create a low density, employment center consisting of office, research and development facilities, and limited assembly options. RT districts should generally accommodate several users in a campus environment.

The subject property is currently undeveloped. The requested zoning is Planned Development-Research/Technology Center to allow for Office-Showroom/Warehouse with modified development standards. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time

of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

Office-Showroom/Warehouse is defined as an establishment that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted.

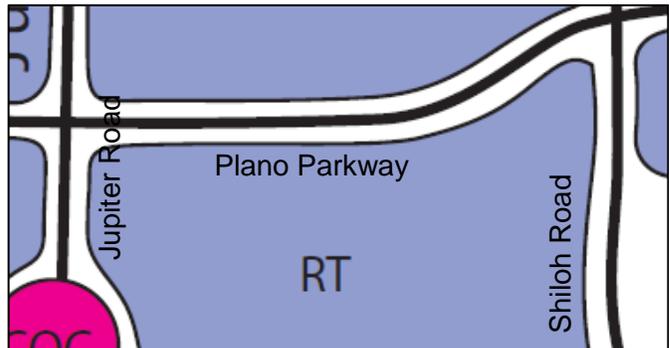
A concept plan, Central Plano Industrial Park Phase 3, Block 24, Lot 1R, accompanies this rezoning request as Agenda Item 9B.

### **Surrounding Land Use and Zoning**

The property to the north, across Plano Parkway, is zoned RT and is developed as general office. To the east, is light-intensity manufacturing zoned RT. To the south is vacant property zoned RT and a multifamily residential development zoned Planned Development-207-Retail (PD-207-R). To the west, is a general office building zoned RT.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Research/Technology Center (RT). The RT area provides for low-density office, research and development facilities, and limited assembly operations. This area is intended to accommodate multiple users in a campus environment. Warehousing is planned to serve a supporting role in the RT area. Warehousing should generally be an accessory use to limited assembly operation and office/showroom facilities.



Due to the limitations on warehouse uses, this request is not in conformance with the future land use plan.

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

**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.

## **Proposed Planned Development Stipulations:**

The requested zoning is Planned Development-Research/Technology Center. There are 2 primary parts to this request: land use and building design standards.

**Land Use** - The applicant is proposing to retain RT as the base zoning district with the additional use of office-showroom/warehouse at a scale not permitted by-right.

**Design Standards** - The requested design standards are intended to add flexibility for design of the building.

Restrictions:

The permitted uses and standards shall be in accordance with the Research/Technology Center (RT) zoning district unless otherwise specified herein.

Office-Showroom/Warehouse is a permitted use subject to the following standards:

1. Maximum Loading Spaces or Berths: 15
2. An office-showroom/warehouse use is permitted only when the first floor of the building housing said uses does not exceed 150,000 square feet of gross floor area.

## **ISSUES:**

### **Background**

The RT district was established in 1998. The intent of the district is to create a low density employment center, which focuses on office and research uses and limits assembly and warehouse operations. The district has been amended several times since its inception, most recently in 2011. At that time, staff reviewed the ordinance language in order to identify if any regulations were overly burdensome and limited future development opportunities. As a part of this review, staff had discussions with the Commission, Council, and stakeholders within the district. Through these discussions, staff determined that the existing limitations on dock doors, gross floor area for office-showroom/warehouse uses and other regulations were critical to the intent and character of the RT district and should not be changed.

### **Requested Stipulations**

The applicant is requesting 2 modifications to the RT district language:

1. Increasing the maximum loading spaces from 12 to 15, and
2. Increasing the building size for office-showroom/warehouse uses from 100,000 square feet to 150,000 square feet.

The purpose of a PD is to, “promote innovative design and better development controls.” The applicant has not provided a compelling rationale for the requested modifications that justify the use of a PD. The requested stipulations are intended to gain flexibility for future development. The RT district is specific in its intent to limit warehouse operations and loading spaces. The subject property is large, and can physically accommodate development which complies with the existing RT regulations. Staff believes that the existing restrictions are necessary in order to promote uses and standards consistent with the Comprehensive Plan designation of RT and development that has occurred previously in the district.

Furthermore, the requested stipulations are not consistent with the direction received in 2011 from the Commission and Council regarding the intent of development within the RT district. If the existing regulations are overly burdensome, staff recommends the Commission perform a review the RT regulations, and if necessary, call a public hearing in order to make changes to the district that would benefit all properties.

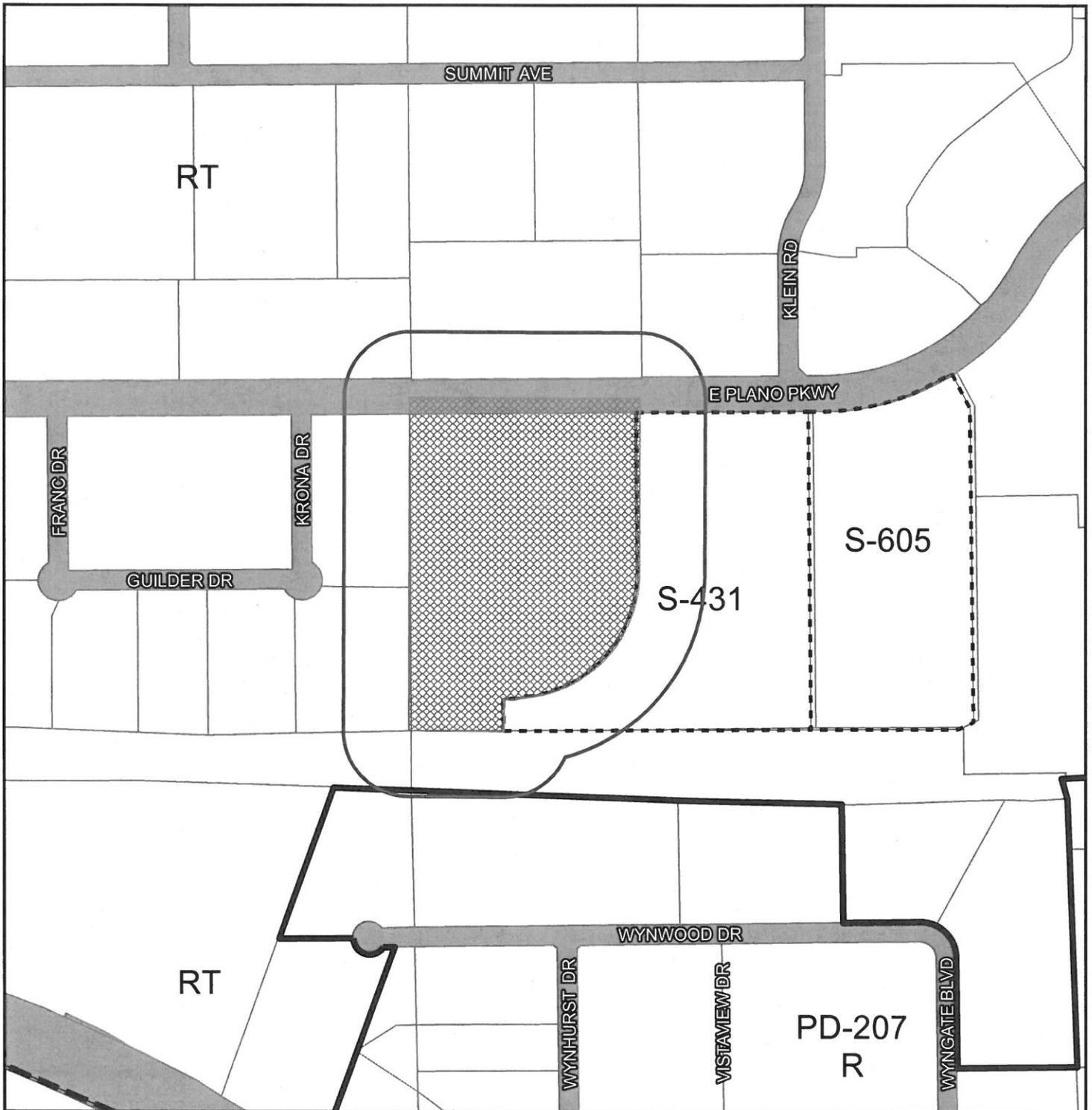
Lastly, the city has other zoning districts which provide greater flexibility for office-showroom/warehouse uses, without the specific restrictions on height, screening or loading areas that are present in RT including Light Commercial (LC), Commercial Employment (CE), Central Business-1 (CB-1), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), Regional Employment (RE), Regional Commercial (RC) and Corridor Commercial (CC).

#### **SUMMARY:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center to allow office-showroom/warehouse as a permitted use with modified development standards. The requested modifications are not consistent with the RT designation as defined by the Comprehensive Plan. The proposed stipulations are also not consistent with direction from the Commission and Council regarding the intent of the district. Furthermore, the site is large enough to provide for development flexibility which would comply with the existing regulations. For these reasons, staff recommends denial of the zoning request.

#### **RECOMMENDATION:**

Recommend for denial.

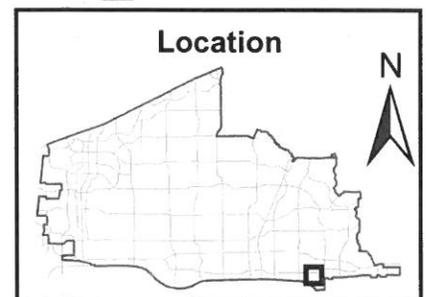


Zoning Case #: 2015-11

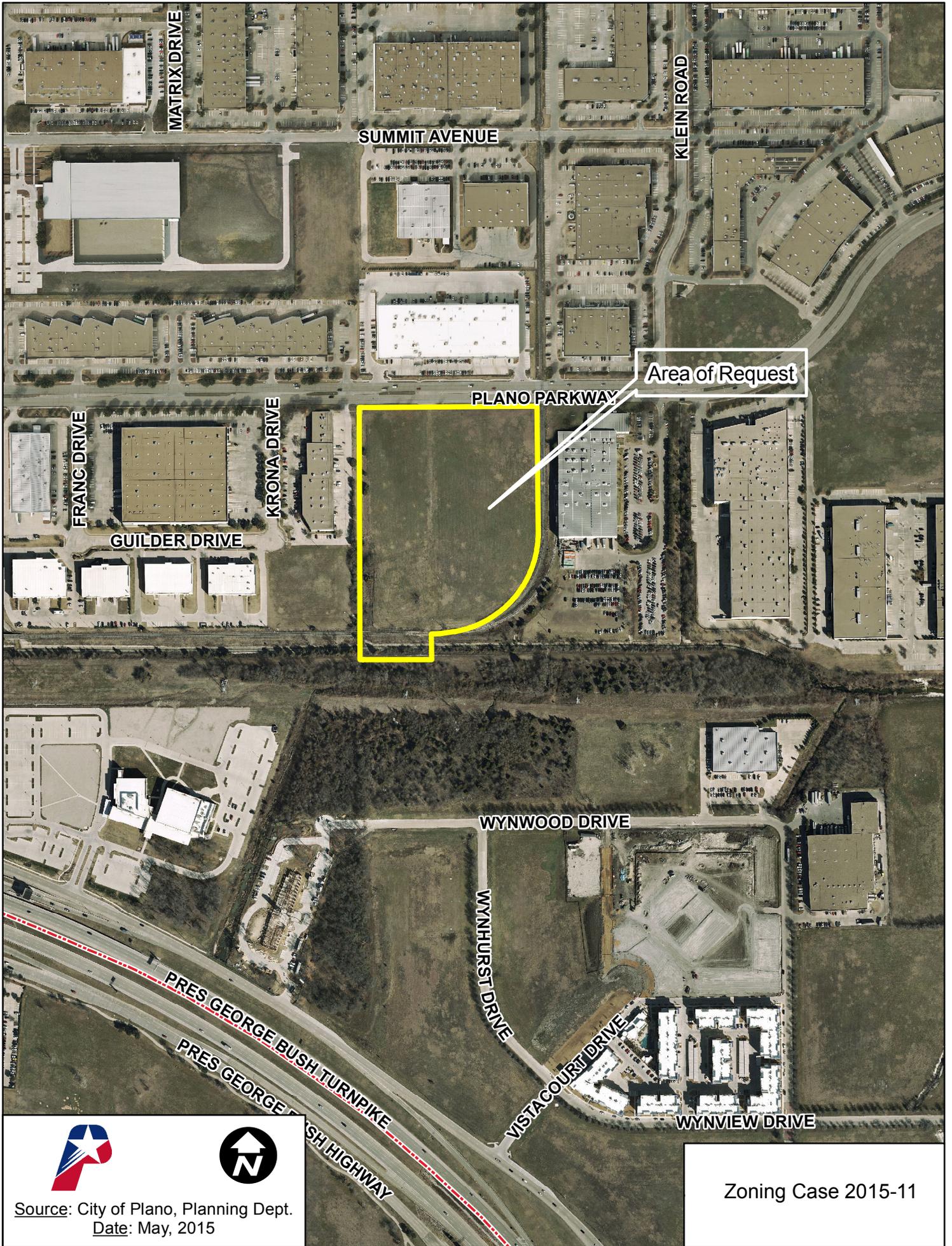
Existing Zoning: Research/Technology Center (RT)/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Research/Technology Center (PD-RT) to allow office - showroom/warehouse with modified development standards

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



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.  
Date: May, 2015

Zoning Case 2015-11



LOTS 1, 2, 3, 7, 8, 9, 10  
 INDUSTRIAL PARK  
 PHASE 3  
 CABINETRY CENTER  
 OFFICE/WAREHOUSE  
 RT Zoning

POINT OF BEGINNING  
 PLANO PARKWAY  
 RT Zoning

CENTRAL PLANO INDUSTRIAL PARK  
 BLOCK B LOT 1 AND 2  
 OFFICE/WAREHOUSE  
 RT Zoning

CENTRAL PLANO INDUSTRIAL PARK  
 BLOCK B LOT 1 AND 2  
 OFFICE/WAREHOUSE  
 RT Zoning

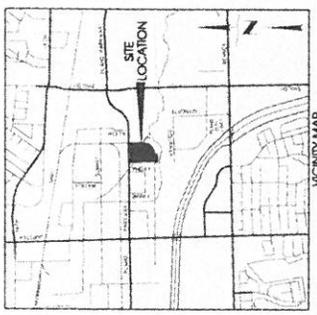
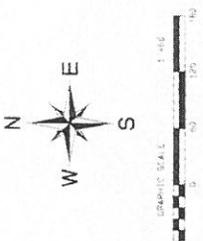
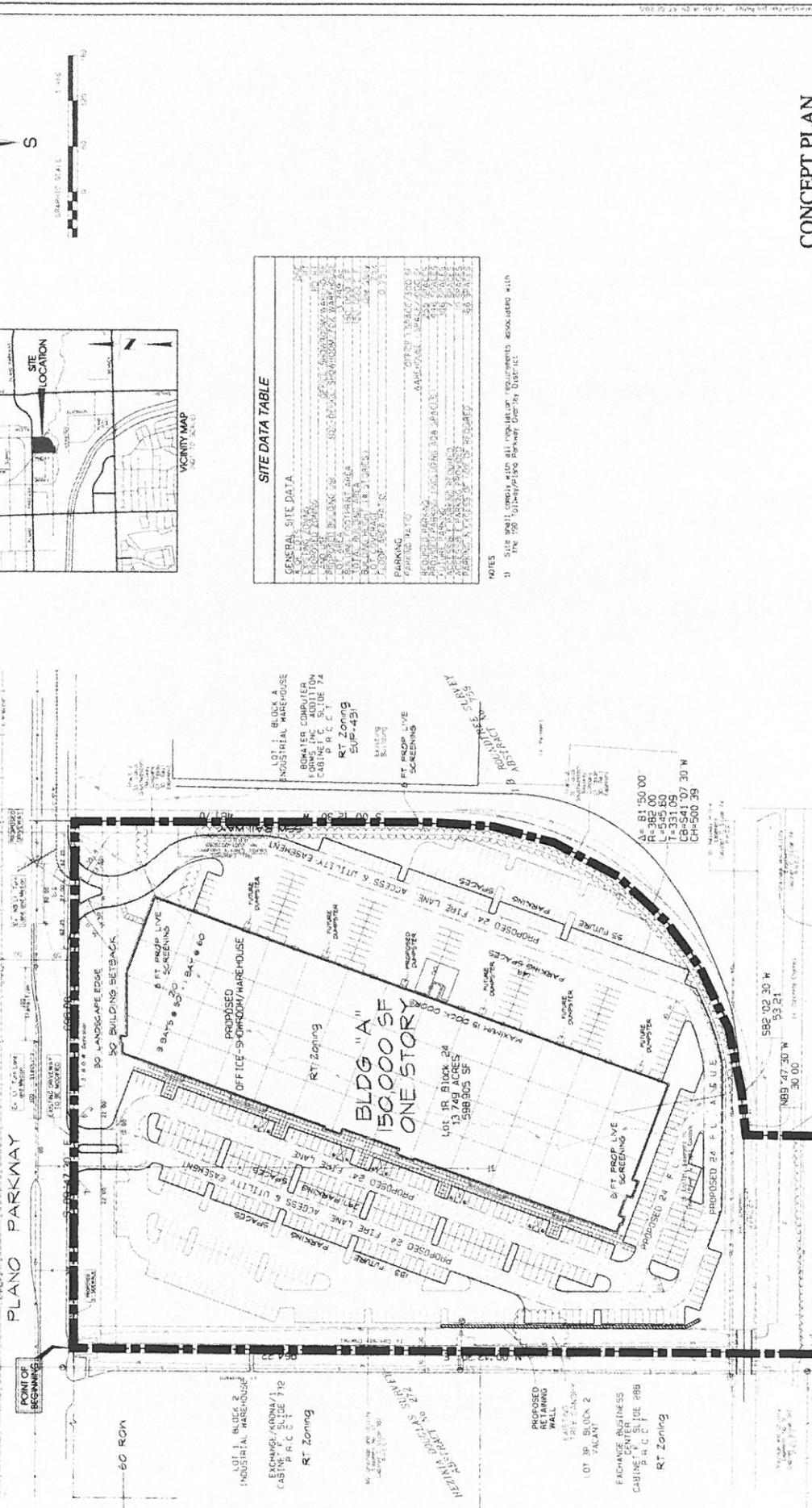
INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-43P

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-43P

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-43P

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-43P

INDUSTRIAL WAREHOUSE  
 BOMBER COMPUTER CABINETRY CENTER  
 P. R. C. C. T.  
 RT Zoning  
 SUP-43P



SITE DATA TABLE	
GENERAL SITE DATA	
PROJECT NAME	CENTRAL PLANO INDUSTRIAL PARK PHASE 3
OWNER	INDUSTRIAL PARK DEVELOPMENT, L.P.
DESIGNER	COODY/WALKER ARCHITECTS, P.C.
DATE	APRIL 2015
SCALE	AS SHOWN
PROJECT NO.	15-000000
LOT NO.	13, 749 ACRES
TOTAL AREA	586,905 SF
BLDG. AREA	150,000 SF
PARKING	150 SPACES
NOTES	1) SITE WILL COMPLY WITH ALL REGULATORY REQUIREMENTS ASSOCIATED WITH THE 2015 MULTIJURISDICTION DEVELOPMENT CODE.

**CONCEPT PLAN**  
 for  
**CENTRAL PLANO INDUSTRIAL PARK PHASE 3**  
**BLOCK 24 LOT 1R**  
**BEING 13,749 ACRES**  
**SITUATED IN THE**  
**J.B. ROUNDTREE SURVEY, ABSTRACT NO. 739**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**  
**APRIL 2015**

PREPARED BY:  
**COODY/WALKER ARCHITECTS, P.C.**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS  
 100 HAWK DR. SUITE 1000, FORT WORTH, TEXAS 76104  
 (817) 331-1111  
 WWW.COODYWALKER.COM

OWNED/DEVELOPED BY:  
**IDI Gazeley**  
 Brookfield Logistics Properties  
 1401 EAST 11TH STREET, SUITE 100  
 FORT WORTH, TEXAS 76102  
 (817) 331-1111  
 WWW.IDIGAZELEY.COM

RT Zoning  
 Light Company  
 10 JUNE ST. FORT WORTH, TEXAS 76102  
 B. VACANT



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>				
<b>CAPTION</b>				
Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2014-2015</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no immediate financial impact. STRATEGIC PLAN GOAL: Hearing an appeal of a Planning & Zoning Commission decision relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At its May 18, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 5-2. The applicant has appealed the Commission's denial. A simple majority, or 5 of the 8 City Council members, is required for approval of the request. The associated zoning case, 2015-11, has also been appealed and is included as a separate agenda item. The City Council tabled this item at the June 22, 2015 meeting.				
List of Supporting Documents: Letter of Appeal from Applicant First Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

5420 LBJ Freeway  
Suite 1275  
Dallas, TX 75240

Tel 972.560.7000  
Fax 972.560.7007  
www.brookfieldlogisticsproperties.com

**IDI Gazeley**  
Brookfield Logistics Properties

RECEIVED

MAY 26 2015

PLANNING DEPT.

May 26, 2015

Erica Marohnic, ACIP  
Senior Planner  
City of Plano  
1520 Avenue K – 2<sup>nd</sup> Floor  
Suite 250  
Plano, Texas 75074

RE: P&Z Zoning Petition and Concept Plan decision

Erica,

By way of this letter, IDI Gazeley does hereby appeal both the P&Z's decision regarding our Zoning Petition as well as P&Z's decision regarding our concept plan. Please place our case on the immediate upcoming City Council meeting agenda.

Enclosed is \$110 fee plus the \$5 fee per property owner notice for the 15 property owners that were notified.

Please let us know what further steps, if any, that we need to make to appeal both decisions made by P&Z.

Thank you for your time and consideration.



**Doug Johnson**

IDI | SVP and Regional Managing Director

.....  
DIRECT 972.560.7001 FAX 972.560.7007  
5420 LBJ Freeway, Suite 1275 Dallas, TX 75240

Latest news at [www.idi.com](http://www.idi.com)

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**ZONING CASE 2015-11 AND CONCEPT PLAN**

MAY 18, 2015

FIRST VICE CHAIRMAN'S REPORT

**Agenda Item No. 9A – Public Hearing**

**Zoning Case 2015-11** – Request to rezone 14.5 acres located on the south side of Plano Parkway, 1,950 +- feet west of Shiloh Road, from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office-Showroom/Warehouse with modified development standards.

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

**Staff Recommendation:** Staff recommended denial of the zoning change.

**Commission Action:** After hearing from the Applicant and one speaker for the request and two speakers against the request, some discussion was held by the commission prior to a motion to deny the requested zoning change being made by First Vice Chair Barbera and seconded by Second Vice Chair Hilburn. The motion was approved with a vote of 6-1. Commissioner O'Hanlon voted against the motion.

Comments made in support of the motion to deny included:

- The RT district should be preserved to continue to bring high paying, well educated jobs to East Plano.

**Additional Comments:** On a motion made by Second Vice Chair Hilburn and seconded by First Vice Chair Barbera, the Concept plan associated with Zoning Case 2015-11 was denied as well, by a 5-2 vote. Chairman Bender and Commissioner O'Hanlon voted against the motion.

Respectfully Submitted,



M. Nathan Barbera  
First Vice Chair  
City of Plano Planning & Zoning Commission

**DATE:** May 19, 2015  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 9B - PUBLIC HEARING - CONCEPT PLAN  
CENTRAL PLANO INDUSTRIAL PARK PHASE 3, BLOCK 24, LOT 1R  
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL, LLC (IDI  
GAZELEY)**

Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Neighborhood #68.

**APPROVED:** \_\_\_\_\_ **DENIED:** 5-2 **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Denied. The commissioners voting in opposition to the motion did not state a reason for their opposition.

EM/ks

xc: David Seaman, Industrial Developments International, LLC  
Eddie Eckart, Goodwin & Marshall, Inc.

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 18, 2015

**Agenda Item No. 9B**

**Concept Plan:** Central Plano Industrial Park Phase 3, Block 24, Lot 1R

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

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**DESCRIPTION:**

Office-showroom/warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Neighborhood #68.

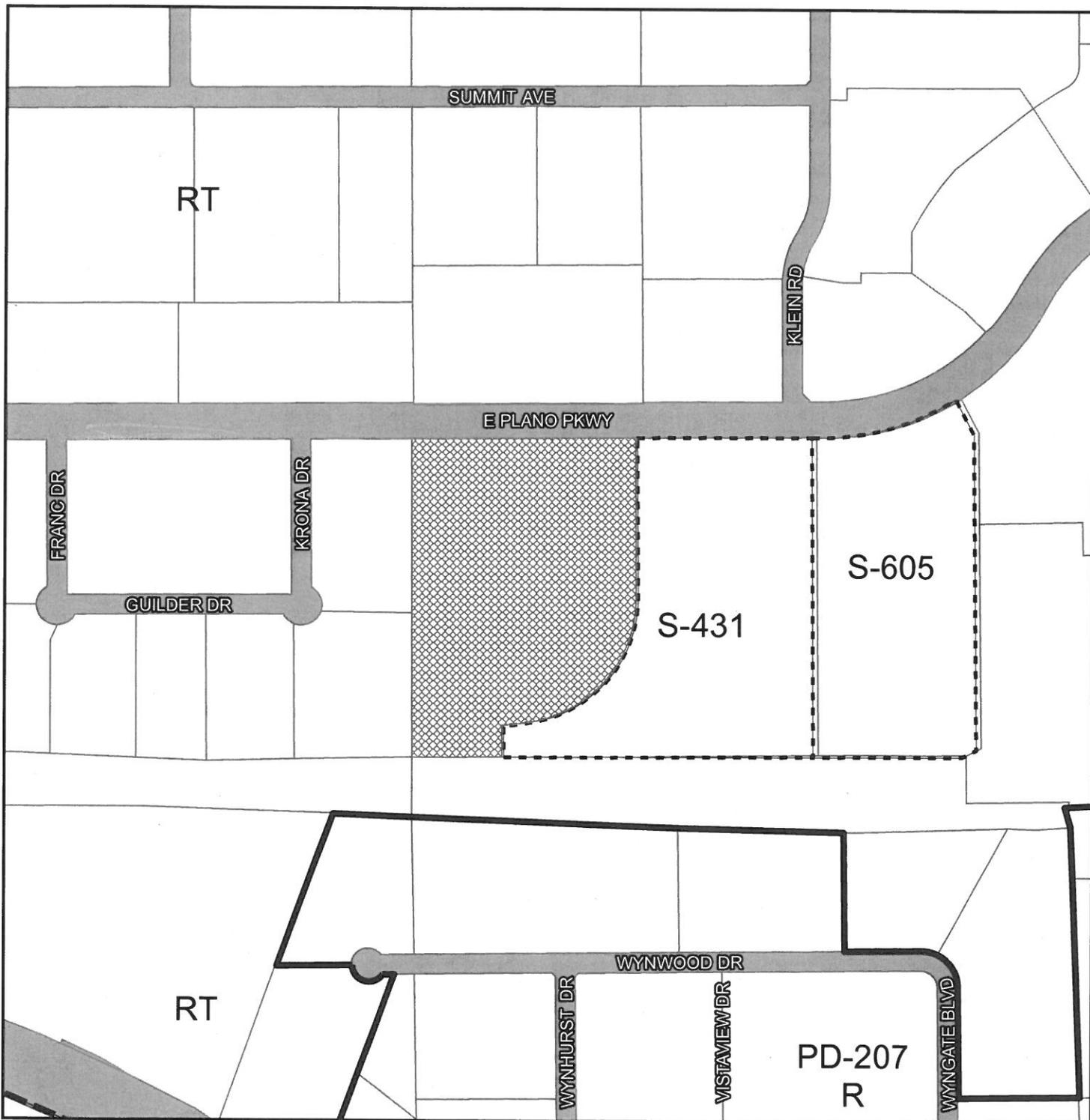
**REMARKS:**

This concept plan is associated with Zoning Case 2015-11 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed office-showroom/warehouse development and related site improvements. The concept plan complies with the stipulations as requested by Zoning Case 2015-11.

Due to staff's recommendation for denial of the companion case, Zoning Case 2015-11, staff recommends denial of the proposed concept plan.

**RECOMMENDATION:**

Recommended for denial.

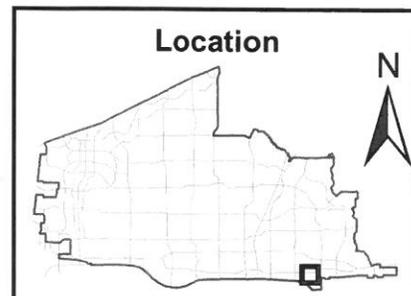


Item Submitted: CONCEPT PLAN

Title: CENTRAL PLANO INDUSTRIAL PARK, PHASE 3  
BLOCK 24, LOT 1R

Zoning: RESEARCH/TECHNOLOGY CENTER/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

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



Source: City of Plano Planning Department



**DATE:** July 7, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Doug Bender, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of July 6, 2015

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2015-17  
APPLICANT: SWC TOLLWAY & 121, LLC**

Request to amend Planned Development-64-Central Business-1 on 137.3± acres located at the southwest corner of State Highway 121 and the Dallas North Tollway. Zoned Planned Development-64-Central Business-1/State Highway 121 and Dallas North Tollway Overlay Districts.

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **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 noted below:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district unless otherwise specified herein.

Mid-rise residential is an additional permitted use subject to the following standards:

1. A maximum of 10 acres may be developed as mid-rise residential.
2. Mid-rise residential is prohibited within ~~700~~ 450 feet of the right-of-way line of State Highway 121 and the Dallas North Tollway.
3. Maximum Density: None
4. Minimum Building Height: 7 story
5. Maximum Number of Dwelling Units: 1,000

Refer to Design Guidelines after PD-65-CB-1 for additional stipulations.

**FOR CITY COUNCIL MEETING OF:** July 27, 2015 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

EM/ks

xc: Fehmi Karahan, SWC Tollway & 121 LLC  
Trey Braswell, Kimley-Horn and Associates

<https://www.google.com/maps/@33.0864715,-96.8267227,17z/data=!3m1!1e3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

July 6, 2015

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2015-17

**Applicant:** SWC Tollway & 121, LLC

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**DESCRIPTION:**

Request to amend Planned Development-64-Central Business-1 on 137.3± acres located at the southwest corner of State Highway 121 and the Dallas North Tollway. Zoned Planned Development-64-Central Business-1/State Highway 121 and Dallas North Tollway Overlay Districts.

**REMARKS:**

The purpose of this request is to amend Planned Development-64-Central Business-1 (PD-64-CB-1) in order to decrease the minimum setback for mid-rise residential from the Dallas North Tollway and State Highway 121. A planned development 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. Mid-rise residential is defined as buildings containing not less than five floors designed for residential occupancy and including accessory uses including, but not limited to, parking garages, recreational amenities, meeting space, storage, and personal services. A mid-rise residential development may include a mix of residential and nonresidential uses in the same structure.

The subject property is currently undeveloped. The requested amendment would decrease the minimum setback for mid-rise residential from 700 feet to 450 feet from the right-of-way line of the Dallas North Tollway and State Highway 121. PD-64-CB-1 was created in 2014 to allow for mid-rise residential with modified development standards and establish design guidelines within the proposed development. At that time, PD-65-CB-1 was also expanded and amended to include the property directly to the south across Headquarters Parkway.

A revised concept plan, Legacy West Addition, Block C, Lots 1R, 2R, 3R, & 4, accompanies this request as Agenda Item 7B.

### **Surrounding Land Use and Zoning**

The property to the north, across State Highway 121, is in the City of Frisco and is developed as new car dealers. To the east, across the Dallas North Tollway, are general office, restaurant, and retail uses zoned Planned Development-65-Central Business-1 (PD-65-CB-1) and CB-1. To the south is the J.C. Penney Headquarters offices zoned CE with Specific Use Permit #265 for Day Care Center and a proposed general office, retail, restaurant, multifamily, and single-family detached residence development zoned PD-65-CB-1. To the west, across Leadership Drive, is general office and undeveloped property zone CB-1.

### **Proposed Planned Development Stipulations**

The request is to amend PD-64-CB-1 to decrease the minimum setback for mid-rise residential from the Dallas North Tollway and State Highway 121.

Restrictions:

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district unless otherwise specified herein.

Mid-rise residential is an additional permitted use subject to the following standards:

1. A maximum of 10 acres may be developed as mid-rise residential.
2. Mid-rise residential is prohibited within ~~700~~ 450 feet of the right-of-way line of State Highway 121 and the Dallas North Tollway.
3. Maximum Density: None
4. Minimum Building Height: 7 story
5. Maximum Number of Dwelling Units: 1,000

Refer to Design Guidelines after PD-65-CB-1 for additional stipulations.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April, 2012. The policies that apply to this request include:

1. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained, and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

The subject property is located within the 1,200-foot setback from State Highway 121 and the Dallas North Tollway. However, mid-rise residential development in this location is an extension of the mixed-use urban center located to the south, across Headquarters Drive. The development pattern has been considered a factor which mitigates the setback requirement in this location.

## **ISSUES:**

### **Distance to the Dallas North Tollway and State Highway 121**

The applicant is proposing to reduce the setback for mid-rise residential uses from 700 feet to 450 feet from the right-of-way line of State Highway 121 and the Dallas North Tollway. Previously, the applicant did not have a specific development plan for the subject property, and it was unclear where residential uses would be located. The applicant is now refining their plan and requesting to reduce the distance for mid-rise uses accordingly.

The companion concept plan shows a proposed mid-rise building at the northeast corner of Communications Parkway and Headquarters Drive. PD-64-CB-1 is an extension of the existing development pattern to the east across the Dallas North Tollway within Legacy Town Center which features retail, office, multifamily and single-family attached residence. Multifamily within the 1,200-foot setback is not unprecedented in the area and is under construction within PD-65-CB-1 to the south across Headquarters Drive. The PD-65-CB-1 multifamily development will be setback a minimum of 450 feet measured from the right-of-way line of the Dallas North Tollway. This PD amendment would allow mid-rise residential to be setback from Dallas North Tollway and State Highway 121 at an equal distance as the multifamily to the south.

To further mitigate any potential nuisances as a result of allowing mid-rise residential within the 1,200-foot setback, immediately east of this property is a proposed 17-story office development. The requested 450-foot distance provides enough developable area along the highways to allow for significant commercial development to occur in this dense, urban context. For these reasons, staff believes the request is in conformance with the recommendations of the Comprehensive Plan.

## **SUMMARY:**

The applicant is requesting to amend PD-64-CB-1 located at the southwest corner of State Highway 121 and the Dallas North Tollway PD-64-CB-1 to amend the distance

separation for mid-rise residential uses from State Highway 121 and the Dallas North Tollway. The request is consistent with the recommendations of the Comprehensive Plan and it is an extension of the mixed-use development to the south, which contains proposed residential uses in similar proximity to the Tollway frontage road. The 450-foot distance provides an area which will allow significant commercial development to occur to buffer residential uses from the highways this distance is consistent with the location of residential uses within the existing Legacy Town Center to the east of the Dallas North Tollway. For these reasons, staff is in support of the requested PD amendment.

**RECOMMENDATION:**

Recommended for approval as noted below:

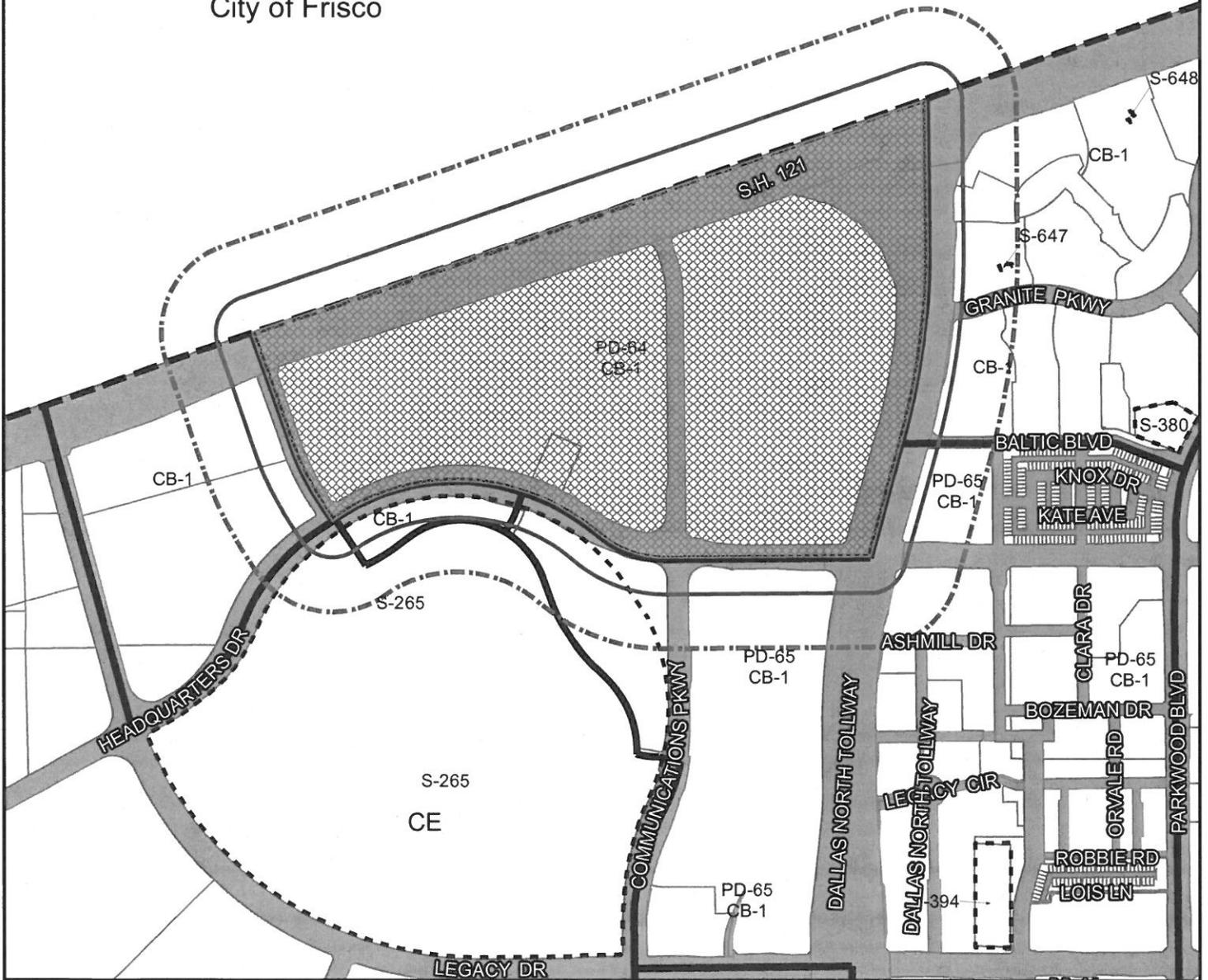
The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district unless otherwise specified herein.

Mid-rise residential is an additional permitted use subject to the following standards:

1. A maximum of 10 acres may be developed as mid-rise residential.
2. Mid-rise residential is prohibited within ~~700~~ 450 feet of the right-of-way line of State Highway 121 and the Dallas North Tollway.
3. Maximum Density: None
4. Minimum Building Height: 7 story
5. Maximum Number of Dwelling Units: 1,000

Refer to Design Guidelines after PD-65-CB-1 for additional stipulations.

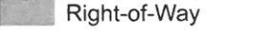
City of Frisco

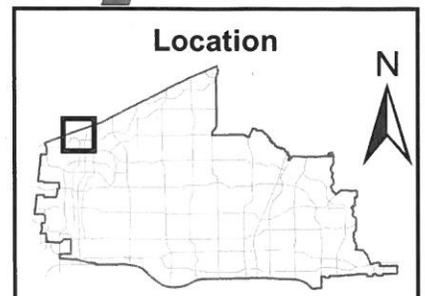


Zoning Case #: 2015-17

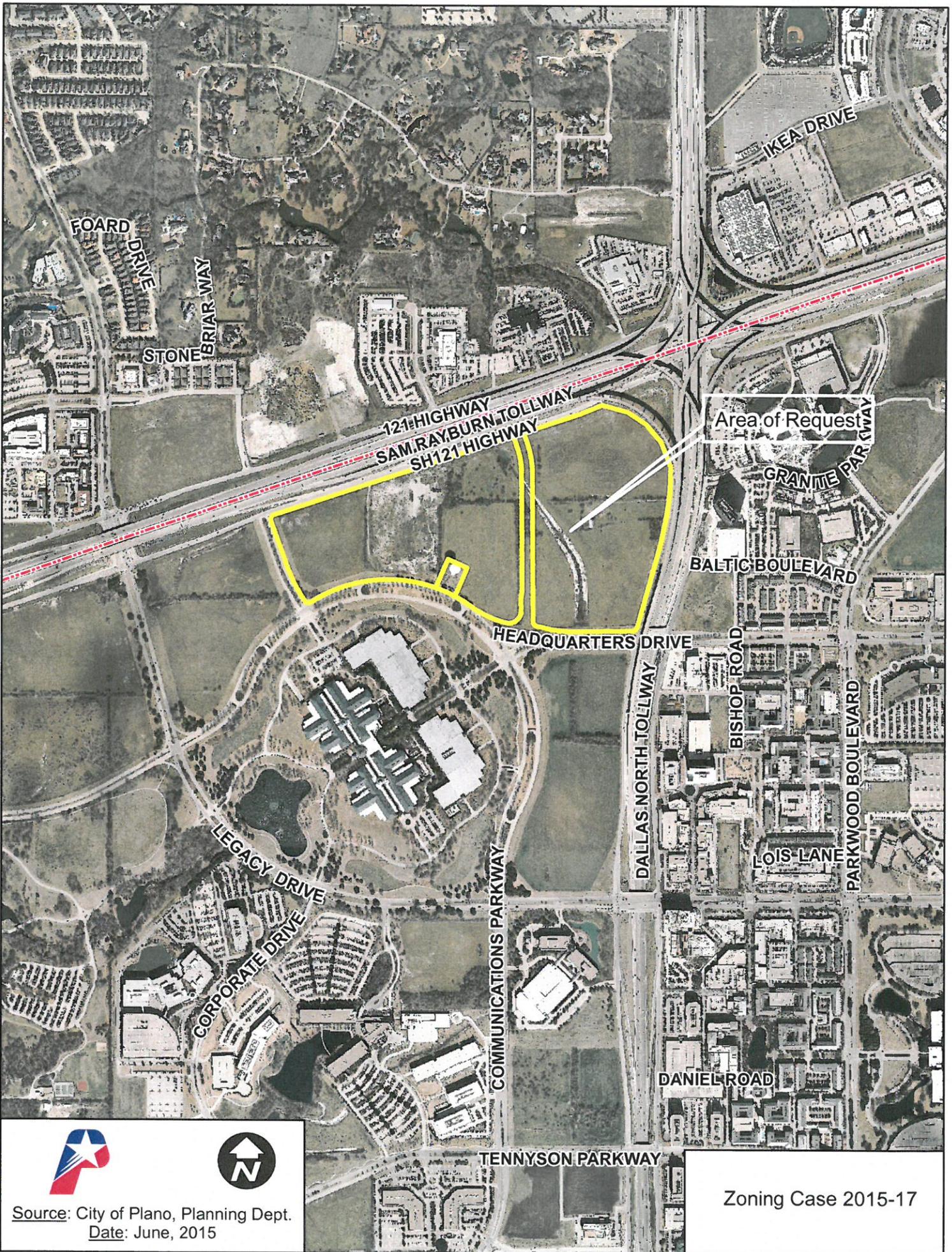
Existing Zoning: Planned Development-64-Central Business-1 (PD-64-CB-1)/Dallas North Tollway & State Highway 121 Overlay Districts

Proposed Zoning: Amend Planned Development-64-Central Business-1 to modify development standards for mid-rise residential

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



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.  
Date: June, 2015

Zoning Case 2015-17





## **Zoning Case 2015-17**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-64-Central Business-1 on 137.3± acres of land out of the J.C. Barrow Survey, Abstract No. 91, the G.R. Martin Survey, Abstract No. 622, the Collin County School Land Survey No. 6, Abstract No. 149, the J. Digman Survey, Abstract No. 279, and the H.N. Thompson Survey, Abstract No. 896, located at the southwest corner of State Highway 121 and the Dallas North Tollway, in the City of Plano, Collin County, Texas, to modify development standards for mid-rise residential; 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 July, 2015, for the purpose of considering amending Planned Development-64-Central Business-1 on 137.3± acres of land out of the J.C. Barrow Survey, Abstract No. 91, the G.R. Martin Survey, Abstract No. 622, the Collin County School Land Survey No. 6, Abstract No. 149, the J. Digman Survey, Abstract No. 279, and the H.N. Thompson Survey, Abstract No. 896, located at the southwest corner of State Highway 121 and the Dallas North Tollway, in the City of Plano, Collin County, Texas, to modify development standards for mid-rise residential; 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 July, 2015; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-64-Central Business-1 on 137.3± acres of land out of the J.C. Barrow Survey, Abstract No. 91, the G.R. Martin Survey, Abstract No. 622, the Collin County School Land Survey No. 6, Abstract No. 149, the J. Digman Survey, Abstract No. 279, and the H.N. Thompson Survey, Abstract No. 896, located at the southwest corner of State Highway 121 and the Dallas North Tollway in the City of Plano, Collin County, Texas, to modify development standards for mid-rise residential, 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 Central Business-1 (CB-1), unless otherwise specified herein.

Mid-rise residential is an additional permitted use subject to the following standards:

1. A maximum of 10 acres may be developed as mid-rise residential.
2. Mid-rise residential is prohibited within 450 feet of the right-of-way line of State Highway 121 and the Dallas North Tollway.
3. Maximum Density: None
4. Minimum Building Height: 7 story
5. Maximum Number of Dwelling Units: 1,000

Refer to Design Guidelines after PD-65-CB-1 for additional stipulations.

**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 JULY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2015-17

BEING a tract of land situated in the J.C. Barrow Survey, Abstract No. 91, the G.R. Martin Survey, Abstract No. 622, the Collin County School Land Survey No. 6, Abstract No. 149, the J. Digman Survey, Abstract No. 279, and the H.N. Thompson Survey, Abstract No. 896, Collin County, Texas and being all of Lot 1R, Lot 2, and Lot 3, Block C, of Legacy West Addition, Lots 1R, 2, and Lot 3, Block C, an addition to the City of Plano, Texas according to the plat recorded in Instrument No. 20150526010001670, Official Public Records of Collin County, Texas and all of Lot 1 and Lot 2, Block B, of Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R, Block D and Lot 1 and Lot 2, Block E, an addition to the City of Plano, Texas according to the plat recorded in Instrument No. 20150130010000470, Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Headquarters Drive (a variable width right-of-way) and the centerline of Leadership Drive (a 110-foot wide right-of-way);

THENCE with said centerline of Leadership Drive, the following courses and distances to wit:

North 32°57'07" West, a distance of 119.35 feet to a point at the beginning of a tangent curve to the right having a central angle of 13°44'23", a radius of 1,500.00 feet, a chord bearing and distance of North 26°04'56" West, 358.84 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 359.71 feet to a point for corner;

North 19°12'44" West, a distance of 651.35 feet to the intersection of said centerline of Leadership Drive and the centerline of State Highway No. 121 (a variable width right-of-way);

THENCE with said centerline of State Highway No. 121, North 70°54'39" East, a distance of 3,922.34 feet to the intersection of said centerline and the centerline of The Dallas North Tollway (a variable width right-of-way);

THENCE departing said centerline of State Highway No. 121 and with said centerline of the Dallas North Tollway, the following courses and distances to wit:

South 00°39'09" East, a distance of 791.53 feet to a point at the beginning of a tangent curve to the right having a central angle of 16°16'33", a radius of 3,819.72 feet, a chord bearing and distance of South 07°29'07" West, 1081.41 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 1,085.06 feet to a point for corner;

South 15°30'18" West, a distance of 604.28 feet to a point at the beginning of a tangent curve to the left having a central angle of 01°02'17", a radius of 3,819.72 feet, a chord bearing and distance of South 14°59'09" West, 69.20 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 69.20 feet to the intersection of said centerline and the centerline of said Headquarters Drive;

THENCE departing said centerline of the Dallas North Tollway, the following courses and distances to wit:

South  $89^{\circ}31'17''$  West, a distance of 1,124.49 feet to a point at the beginning of a tangent curve to the right having a central angle of  $41^{\circ}06'45''$ , a radius of 561.00 feet, a chord bearing and distance of North  $69^{\circ}55'20''$  West, 393.96 feet;

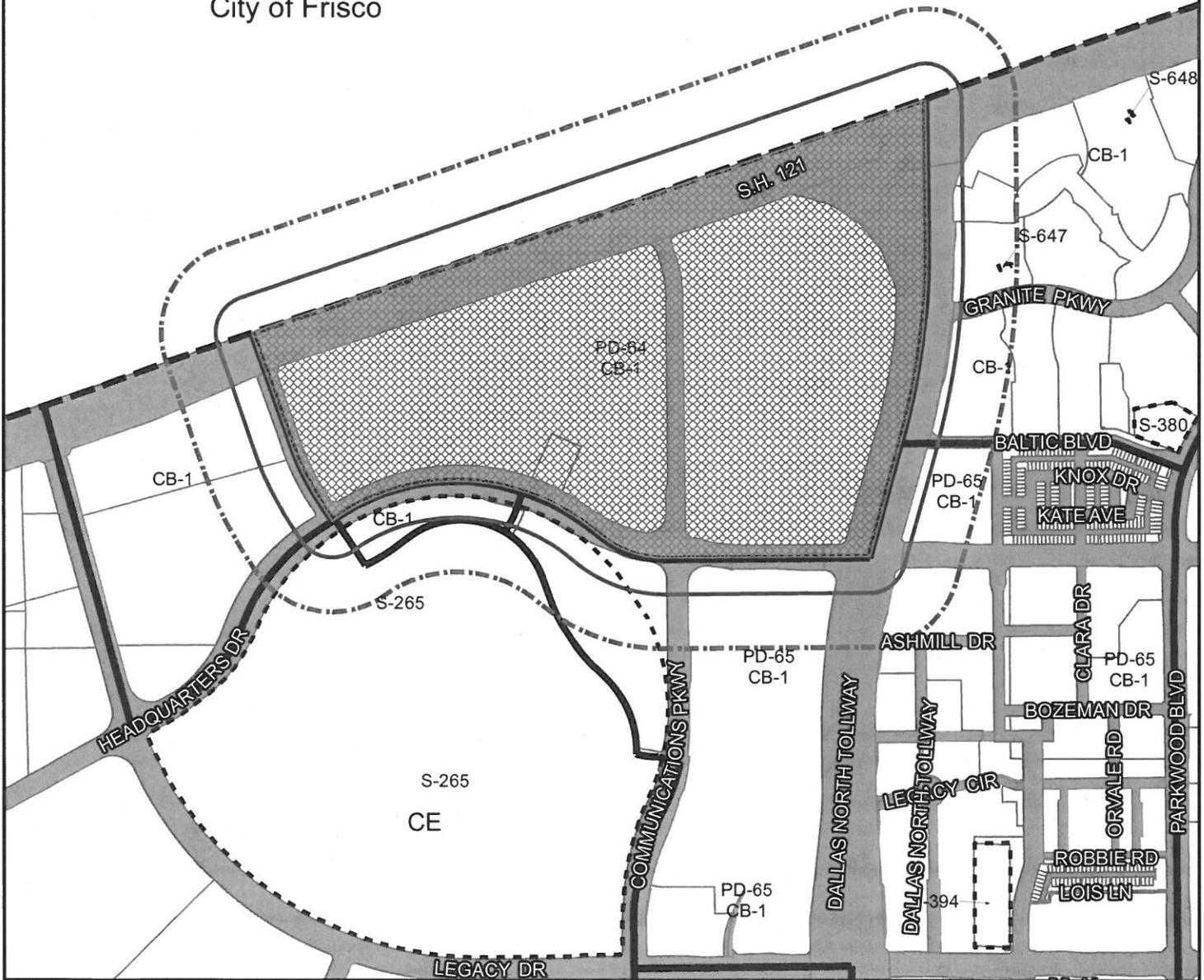
In a northwesterly direction, with said curve to the right, an arc distance of 402.55 feet to a point in said centerline of Headquarters Drive at the beginning of a reverse curve to the left having a central angle of  $72^{\circ}26'21''$ , a radius of 1191.79 feet, a chord bearing and distance of North  $85^{\circ}35'08''$  West, 1,408.41 feet;

THENCE with said centerline of Headquarters Drive, the following courses and distances to wit:

In a northwesterly direction, with said curve to the left, an arc distance of 1,506.78 feet to a point for corner;

South  $55^{\circ}00'46''$  West, a distance of 72.77 feet to the POINT OF BEGINNING and CONTAINING 137.34 acres of land.

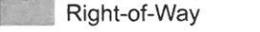
City of Frisco

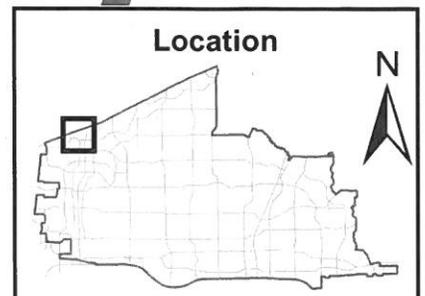


Zoning Case #: 2015-17

Existing Zoning: Planned Development-64-Central Business-1 (PD-64-CB-1)/Dallas North Tollway & State Highway 121 Overlay Districts

Proposed Zoning: Amend Planned Development-64-Central Business-1 to modify development standards for mid-rise residential

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



Source: City of Plano Planning Department





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:		Neighborhood Services		
Department Head		Lori Schwarz		
Agenda Coordinator (include phone #): <b>Doris Carter x5350</b>				
<b>CAPTION</b>				
Public Hearing and consideration of a Resolution to adopt the 2015-2016 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2015-2016; and declaring an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     CDBG &amp; HOME GRANT FUNDS</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: The 2015-16 Action Plan, which includes the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2015-16, relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This resolution formally adopts the 2015-16 Action Plan, which includes the final summary of the Community Development Block Grant and Home Investment Partnership Program objectives, thereby setting the budget for use of these funds in 2015-16. A public hearing was noticed to invite comments regarding the use of funds and the Action Plan. If, as a result of the public hearing, any proposed projects are changed, this resolution will need to be amended prior to its approval.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			Community Relations Commission	
Resolution				
Action Plan				



# Memorandum

**Date:** June 16, 2015  
**To:** Bruce Glasscock, City Manager  
**From:** Shanette Brown, Community Services Manager  
**Subject:** 2015 – 2016 Federal Grant Recommendations

During the months of April and May, the Community Relations Commission held five public hearings to consider requests for 2015 Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funding provided to the City of Plano by the U.S. Department of Housing and Urban Development (HUD). On May 21, 2015, the Commission held a meeting to determine agency funding recommendations. Below is a summary of the Commission's funding recommendations which passed in 7-0 vote.

## **SUMMARY OF RECOMMENDATIONS:**

The Community Services Division has a total of \$1,670,305 in federal funds and program income to be allocated for 2015-16. This amount is derived as follows:

New 2015-16 CDBG Grant amount:	\$1,183,071
New 2015-16 HOME Grant amount:	\$ 360,484
Estimated CDBG Program Income for 2015-16:	\$ 120,000
<u>Estimated HOME Program Income for 2015-16:</u>	<u>\$ 6,750</u>
Total Amount:	\$1,670,305

Each year projected program income must be included in the allocations. For 2015-16, staff has estimated \$126,750 in program income and must include the additional funds in the year's total. The actual amount collected may be substantially less or more.

Since the City's collection of program income is estimated and most of the funding is generated by housing rehabilitation loans, program income is typically allocated to the housing rehabilitation program rather than a particular agency. If there is a shortfall, the housing rehabilitation program is best able to absorb the loss due to the larger amount of funding received.

Public services can be funded through CDBG, but are limited to 15% of the total of CDBG entitlement funds and the prior year's program income. Public services are defined as activities directed toward improving community services, including: employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs; and, do not fall under any other CDBG category. The 2015-16 CDBG public service grant amount is calculated to be \$195,461, at the maximum 15%. Any change in the recommendations should take the public service cap (15% limit) into account

HUD funds must be used to meet the goals set forth in the City’s 2015-2019 Consolidated Plan which was approved in March 2015. Annually, HUD requires the submission of an Action Plan which explains programs and activities to be undertaken within the upcoming year to meet the City’s Consolidated Plan goals. The 2015 Action Plan represents year one of the five year Consolidated Plan. These goals are identified in the Action Plan document.

The Commission’s recommendations for the use of the 2015-16 grants are detailed in the Action Plan, but a summary is provided in the below table. Thirty-five requests, in the amount of \$2,397,373, were considered during the Consolidated Grant process. Ten requests were recommended by the Commission for CDBG and HOME funds. Of the 25 agency requests not recommended for CDBG and HOME funds, 17 were recommended for Buffington Community Service Grant funds. The remaining requests were not funded for one or more of the following reasons: (1) a lack of funding availability; (2) lack of capacity to administer grant funds; or, (3) inconsistencies of the application request.

Applicant	2015 Recommended amount	2015 Requested amount	2014 Grant amount
City of Plano Grant Administration	\$272,662	\$272,662	\$273,729
City of Plano Housing Rehabilitation	\$987,182	\$779,227	\$814,223
Habitat for Humanity of South Collin County	\$120,000	\$120,000	\$105,000
Christ United Methodist Church	\$50,000	\$50,000	\$35,000
City of Plano First Time Homebuyer Assistance	\$45,000	\$45,000	\$120,831
Homelessness Prevention	\$86,461	\$90,000	\$68,000
Collin County Committee on Aging	\$27,000	\$89,671	\$0
Jewish Family Services	\$17,000	\$34,375	\$17,000
Samaritan Inn, Inc.	\$40,000	\$46,000	\$40,000
Texas Muslim Women’s Foundation, Inc.	\$25,000	\$54,094	\$35,034

xc: Frank Turner, Deputy City Manager  
Lori Schwarz, Director of Neighborhood Services  
Raini Layne, Sr. Budget Analyst

**A Resolution of the City of Plano, Texas, adopting the 2015-2016 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2015-2016; and declaring an effective date.**

**WHEREAS**, the Community Relations Commission held public meetings in 2015 on April 9, April 16, April 21, April 30, and May 7, and made final recommendations at a public meeting on May 21 concerning the 2015-2016 Action Plan which details the use of Community Development Block Grant Funds and HOME Investment Partnerships Program funds, collectively referred to herein as the “Funds”; and

**WHEREAS**, the City Council held a public hearing on July 27, 2015, to receive public comments concerning the recommendations of the Community Relations Commission; and

**WHEREAS**, the City Council approves of the 2015-2016 Action Plan and the related summaries, activities, and proposed uses of the Funds.

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

**SECTION I.** The 2015-2016 Action Plan (Exhibit “A” attached hereto), including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of grant and program income funds for 2015-2016, are hereby adopted with funding allocations as follows:

City of Plano Grant Administration	\$272,662
City of Plano Housing Rehabilitation	\$987,182
Habitat for Humanity of South Collin County	\$120,000
Christ United Methodist Church	\$ 50,000
City of Plano First Time Homebuyer Assistance	\$ 45,000
Homelessness Prevention	\$ 86,461
Collin County Committee on Aging	\$ 27,000
Jewish Family Services	\$ 17,000
Samaritan Inn, Inc.	\$ 40,000
Texas Muslim Women’s Foundation, Inc.	\$ 25,000

**SECTION II.** Bruce D. Glasscock, City Manager of the City of Plano, or his designee is hereby authorized to execute and amend contracts and related grant subrecipient agreements with the agencies listed in Section I to achieve Action Plan program goals.

**SECTION III.** - This resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED THIS 27TH DAY OF JULY, 2015.**

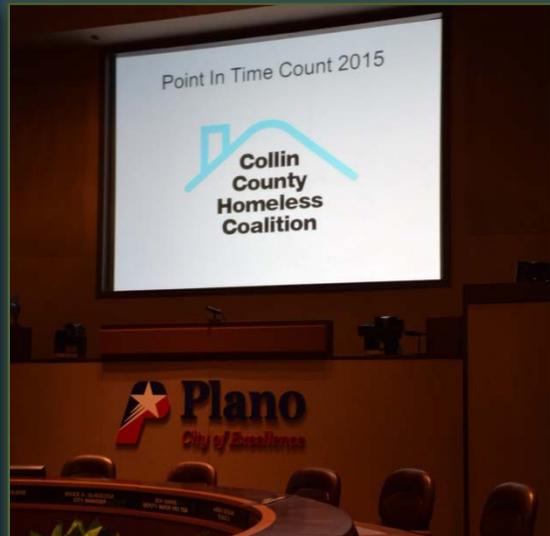
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

Approved as to form:

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



**2015-2016 City of Plano  
Proposed Action Plan**

**Prepared for  
United States Department of  
Housing and Urban Development**



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## Executive Summary

The City of Plano 2015-16 Action Plan details the evaluation of resources and activities that will utilize Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds received from the U.S. Department of Housing and Urban Development (HUD) starting October 1, 2015. Priorities for funding are established through the 2015-2019 City of Plano Consolidated Plan and the proposed activities were recommended through the Community Relations Commission's annual grant hearing and public participation process. This Action Plan serves as year one of the five year Consolidated Plan.

The City of Plano anticipates receiving from HUD, \$1,183,071 in CDBG funds and \$360,484 in HOME funds. The City also anticipates receiving \$120,000 in CDBG program income and \$6,750 in HOME program income during the period of October 1, 2015 to September 30, 2016. All federal funds must be used to meet one or more of the following HUD objectives:

- Create suitable living environments,
- Provide decent housing, and
- Expand economic opportunities for citizens of Plano.

For the City's 2015-16 Action Plan, the following activities are proposed to meet HUD objectives:

Activity Name	Outcome	Grant/Amount
<b>Grant Administration</b> Planning, coordination, and monitoring of the CDBG and HOME programs as well as fair housing promotion, services, and counseling.	Not applicable	CDBG: \$236,614 HOME: \$36,048
<b>City of Plano Housing Rehabilitation</b> Provides low-interest rehabilitation and reconstruction loans; emergency repair grants; and, acquisition, rehabilitation, and resale of single family homes to low and moderate-income homebuyers.	39 Households	CDBG: \$705,996 CDBG Program Income: \$120,000 HOME: \$161,186
<b>Habitat for Humanity of South Collin County</b> Purchases and develops residential lots for new construction of affordable housing units for sale to low and moderate income households.	8 Households	HOME: \$113,250 HOME Program Income: \$6,750
<b>Christ United Methodist Church</b> Supports their program, House on the Corner, to construct a single family home for sale to low and moderate income.	One household	HOME: \$50,000
<b>City of Plano First Time Homebuyer</b> Provides down payment and closing cost assistance to low and moderate income families purchasing homes in Plano. Assistance amount is based on the buyer's level of income and requires completion of homeownership counseling.	8 Households	CDBG: \$45,000

<b>Activity Name</b>	<b>Outcome</b>	<b>Grant/Amount</b>
<b>Homelessness Prevention</b> Provides short term rent, mortgage, or utility assistance to low income Plano families at immediate risk of homelessness.	47 Households	CDBG: \$86,461
<b>Collin County Committee on Aging</b> Provides seniors and severely disabled persons balanced meals daily as well as an in-home visit and needs assessment by a licensed social worker.	113 Persons	CDBG: \$27,000
<b>Jewish Family Services</b> Provides supportive services to seniors and severely disabled persons to assist them in maintaining their independence.	144 Persons	CDBG: \$17,000
<b>Samaritan Inn</b> Provides transitional shelter and support services to homeless Plano residents.	43 Persons	CDBG: \$40,000
<b>Texas Muslim Women's Foundation</b> Provide supportive services including case management, counseling, emergency shelter, and transitional housing to women who are victims of domestic violence.	32 Persons	CDBG: \$25,000
<b>TOTAL CDBG and HOME RECOMMENDED: \$1,670,305</b>		

The attached Action Plan is in a new format that utilizes a reporting and planning system required by HUD. Tables and information contained in the Action Plan are auto-populated with HUD data and information.

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The City of Plano is a Metropolitan Entitlement City and receives two grants from the U.S. Department of Housing and Urban Development (HUD):

- Community Development Block Grant (CDBG); and
- Home Investment Partnerships Program (HOME).

Through the use of federal, state, and local funds the City plans to carry out the objectives set forth in this Action Plan.

The City works in partnership with public institutions, private and nonprofit partners, to implement activities and projects that require multiple funding sources. The Neighborhood Services Department of the City of Plano works with other City departments to develop coordinated plans, and to leverage resources for parks, infrastructure, code enforcement, clearance of substandard structures, economic development, housing development, and other projects in targeted neighborhoods. Coordination with and support from adjacent HUD entitlement grantees is also sought when appropriate.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Housing Public Improvements Public Services	1,163,577	100,000	0	1,263,577	Expected amount assumes 1% reductions each year.	
HOME	Public-federal	Acquisition Homebuyer assistance New construction for Ownership Admin and Planning	347,967	3,000	0	350,967	Expected amount assumes a 10% reduction in first year and 2% reductions in years two through five.	
Buffington Community Services Grant	Public-local	Public Services	269,330	0	0	269,330	Expected amount assumes \$1 per Plano resident and 2% population growth	

**Table 57 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

In recent years, the City has made greater efforts to leverage private investment for affordable housing activities. It has promoted HOME-funded partnerships and housing tax credit developers to produce and/or preserve an increased number of affordable housing units.

In the face of extensive needs and limited resources, the City's funding strategy is to focus its efforts in activities that offer the greatest potential for maximizing benefits from investments.

Matching requirements will be satisfied as follows:

- Cities are required to make match contributions under the HOME Program. The contributions must be at least 25 percent of the HOME expenditure, unless the jurisdiction has received a reduction in the match requirement. HOME match requirements will be met with non-federal cash contributions to projects by the developer issuance of below market interest rate mortgages and other mechanisms to assist in the development of affordable housing units.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City does not retain public land for development.

**Discussion**

This section is optional and was left blank intentionally.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2015	2019	Affordable Housing	n/a	Housing Rehabilitation	CDBG: \$825,996 HOME: \$161,186	Homeowner housing rehabilitated/repaired: 39 housing units
2	Supply of Units	2015	2019	Affordable Housing	n/a	Affordable Housing	HOME: \$170,000	Housing units Added: 7 housing units
3	Homeownership	2015	2019	Affordable Housing	n/a	Homebuyer Assistance	CDBG: \$45,000	Direct financial assistance to homebuyers: 8
4	Homeless Prevention	2015	2019	Homeless	n/a	Homeless Prevention	CDBG: \$86,461	Homeless prevention: 47 households assisted
5	Public Services – Special Needs	2015	2019	Non-Homeless Special Needs	n/a	Public Services – Special Needs	CDBG: \$44,000	Public service activities: 257
6	Public Services - Homeless	2015	2019	Homeless	n/a	Public Services – Homeless	CDBG: \$65,000	Public service activities: 76 persons assisted

**Table 58 – Goals Summary**

**Goal Descriptions**

<b>1</b>	<b>Goal Name</b>	Housing Rehabilitation
	<b>Goal Description</b>	City of Plano Housing Rehabilitation
<b>2</b>	<b>Goal Name</b>	Supply of Units
	<b>Goal Description</b>	Christ United Methodist and Habitat for Humanity of South Collin County
<b>3</b>	<b>Goal Name</b>	Homeownership
	<b>Goal Description</b>	City of Plano First Time Homebuyer
<b>4</b>	<b>Goal Name</b>	Homelessness Prevention
	<b>Goal Description</b>	City of Plano Homelessness Prevention
<b>5</b>	<b>Goal Name</b>	Public Services –Special Needs
	<b>Goal Description</b>	Collin County Committee on Aging and Jewish Family Services
<b>6</b>	<b>Goal Name</b>	Public Services - Homeless
	<b>Goal Description</b>	Samaritan Inn and Texas Muslim Women’s Foundation

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City will undertake activities that will address priority needs and objectives established and adopted by City Council. This will include a summary of proposed activities including local objectives and priority needs, and proposed accomplishments.

### Projects

#	Project Name
1	15-16 Grant Administration
2	15-16 City of Plano Housing Rehabilitation
3	15-16 Habitat for Humanity of South Collin County
4	15-16 Christ United Methodist Church
5	15-16 City of Plano First Time Homebuyer
6	15-16 Homelessness Prevention
7	15-16 Collin County Committee on Aging
8	15-16 Jewish Family Services
9	15-16 Samaritan Inn
10	15-16 Texas Muslim Women’s Foundation

Table 59 – Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Results of citizen input strongly supported housing stock rehabilitation and homeownership, as well as social and supportive services for low to moderate income individuals and families.

The City has maintained as priorities encouraging new homeownership and preserving existing homeownership. Therefore, funds are invested in the Housing Rehabilitation and First Time Homebuyer programs. The City also strives to both preserve and create opportunities for neighborhood enhancement through its Great Update Rebate and Love Where You Live programs. Additionally, the City seeks opportunities to partner with non-profit organizations that serve special needs and very low income families through public service contracts that assist the homeless and special needs populations. The City also promotes affordable housing by providing resolutions of support for housing tax credit developments.

The City has identified the following obstacles to meeting underserved needs.

1. Obstacle - Limited Funding

The primary obstacle to meeting underserved needs is limited federal and local funding. The needs of the community are greater than the available local and federal funds.

2. Obstacle – Local Market

Limited availability of developable land at affordable prices as well as increasing demand for housing within Plano, along with limited funding, significantly affects opportunities for increasing supply of affordable units.

# AP-38 Project Summary

## Project Summary Information

1	Project Name	15-16 Grant Administration
	Target Area	n/a
	Goals Supported	<p>Housing Rehabilitation  Supply of Units  Homeownership  Homeless Prevention  Public Services –Special Needs  Public Services – Homeless</p>
	Needs Addressed	<p>Public Services Child  Public Services Youth  Public Services Special Needs - Elderly  Public Services Special Needs - Disabled  Public Services - Homeless  Housing Stock - New Construction  Housing Stock - Rehabilitation  Homebuyer Counseling  Homelessness Prevention  Public Service Activities General</p>
	Funding	CDBG: \$236,614; HOME: \$36,048
	Description	Funds will be used to cover the cost of planning, administering, operating and monitoring the CDBG and HOME programs to ensure compliance with HUD and City policies and regulations.
	Planned Activities	Funds will be used to pay for salaries and fringe benefits, insurance, supplies and associated costs to administer and oversee the CDBG and HOME programs.
2	Project Name	15-16 City of Plano Housing Rehabilitation

<b>Target Area</b>	n/a
<b>Goals Supported</b>	Housing Rehabilitation
<b>Needs Addressed</b>	Housing Stock - Rehabilitation
<b>Funding</b>	CDBG: \$825,996; HOME: 161,186
<b>Description</b>	City of Plano Housing Rehabilitation
<b>Planned Activities</b>	This program provides low-interest rehabilitation and reconstruction loans to low to moderate income renter and owner-occupied households. Terms of loans are based on need and ability to repay. The program also provides for emergency repair grants and acquisition, rehabilitation, and resale of single family homes to low and moderate-income homebuyers. The program is administered at 1520 K Avenue, Plano, TX 75074 and activity locations are city-wide.
<b>3</b>	
<b>Project Name</b>	15-16 Habitat for Humanity of South Collin County
<b>Target Area</b>	n/a
<b>Goals Supported</b>	Supply of Units
<b>Needs Addressed</b>	Housing Stock – New Construction
<b>Funding</b>	HOME: \$120,000
<b>Description</b>	Habitat for Humanity of South Collin County
<b>Planned Activities</b>	This activity will provide funding to purchase and develop residential lots for the purpose of construction of housing affordable to low- and moderate-income households. The program is administered at 1400 Summit Avenue, Suite D4, Plano, TX 75074 and activity locations are city-wide.
<b>4</b>	
<b>Project Name</b>	15-16 Christ United Methodist Church (CUMC)
<b>Target Area</b>	n/a
<b>Goals Supported</b>	Supply of Units

	<b>Needs Addressed</b>	Housing Stock – New Construction
	<b>Funding</b>	HOME: \$50,000
	<b>Description</b>	Christ United Methodist Church
	<b>Planned Activities</b>	Funding will support CUMC’s program, House on the Corner, in constructing an affordable house for an eligible homebuyer. The program is administered at 3101 Coit Road, Plano, TX 75075 and the activity is city-wide.
<b>5</b>	<b>Project Name</b>	15-16 City of Plano First Time Homebuyer
	<b>Target Area</b>	n/a
	<b>Goals Supported</b>	Homeownership
	<b>Needs Addressed</b>	Homebuyer Counseling Homeownership
	<b>Funding</b>	CDBG: \$45,000
	<b>Description</b>	City of Plano First Time Homebuyer
	<b>Planned Activities</b>	Through deferred payment loans, this program provides down payment and closing cost assistance to low- to moderate-income families purchasing homes in Plano. The program offers up to \$10,000 based on the buyer’s level of income. An eight-hour educational class is mandatory for program eligibility. The program is administered at 1520 K Avenue, Plano, TX 75074 and activity locations are city-wide.
	<b>Project Name</b>	15-16 Homelessness Prevention
	<b>Target Area</b>	n/a
	<b>Goals Supported</b>	Homeless Prevention
<b>Needs Addressed</b>	Homelessness Prevention	
<b>Funding</b>	CDBG: \$86,461	
<b>Description</b>	City of Plano Homelessness Prevention Program	
<b>6</b>		

	<b>Planned Activities</b>	This activity will provide rent or mortgage payments and utility assistance for lower income families in Plano who are at immediate risk of homelessness. The activity is located at and administered by the Assistance Center of Collin County located at 900 18th Street, Plano, TX 75074.	
<b>7</b>	<b>Project Name</b>	15-16 Collin County Committee on Aging	
	<b>Target Area</b>	n/a	
	<b>Goals Supported</b>	Public Services Special Needs - Elderly Public Services Special Needs - Disabled	
	<b>Needs Addressed</b>	Public Services Special Needs - Elderly Public Services Special Needs - Disabled	
	<b>Funding</b>	CDBG: \$27,000	
	<b>Description</b>	Collin County Committee on Aging dba Meals on Wheels	
	<b>Planned Activities</b>	This program will provide seniors and severely disabled persons balanced meals daily, as well as an in-home visit and needs assessment by a licensed social worker. The program is administered at 600 N. Tennessee Street, McKinney, TX.	
	<b>8</b>	<b>Project Name</b>	15-16 Jewish Family Services
		<b>Target Area</b>	n/a
		<b>Goals Supported</b>	Public Services Special Needs - Elderly Public Services Special Needs - Disabled
<b>Needs Addressed</b>		Public Services Special Needs - Elderly Public Services Special Needs - Disabled	
<b>Funding</b>		CDBG: \$17,000	
<b>Description</b>		Jewish Family Services	
<b>Planned Activities</b>		This program will provide supportive services to seniors and severely disabled persons to assist them in maintaining their independence. The program is administered at 5402 Arapaho Road, Dallas, TX 75248.	

<b>9</b>	<b>Project Name</b>	15-16 Samaritan Inn
	<b>Target Area</b>	n/a
	<b>Goals Supported</b>	Public Services – Homeless
	<b>Needs Addressed</b>	Public Services - Homeless
	<b>Funding</b>	CDBG: \$40,000
	<b>Description</b>	Samaritan Inn Transitional Shelter Program
	<b>Planned Activities</b>	This program will provide transitional shelter and support services to homeless Plano residents. The program is located at 1725 North McDonald Street, McKinney, TX 75071.
	<b>Project Name</b>	15-16 Texas Muslim Women’s Foundation
<b>10</b>	<b>Target Area</b>	n/a
	<b>Goals Supported</b>	Public Services –Special Needs Public Services – Homeless
	<b>Needs Addressed</b>	Public Services –Special Needs Public Services – Homeless
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	Texas Muslim Women’s Foundation
	<b>Planned Activities</b>	This program will provide supportive services including case management, counseling, emergency shelter, and transitional housing to women who are victims of domestic violence. The program location is confidential.

Table 60 – Project Summary

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Due to the eligibility criteria for the HUD grant programs (CDBG and HOME) and their focus on low and moderate income populations, most funds are likely to be expended in areas such as southeast Plano, that have higher concentrations of low and moderate income residents. However, some funds will be expended in all areas of the city, as low income residents reside in all areas.

The Housing Rehabilitation and First Time Homebuyer programs – the City primary housing programs –are available city-wide. The City social services and homeless programs also tend to focus on the southeast portion of the City, although eligible beneficiaries may come from all areas of Plano.

Locations of new rental housing development are dependent upon available land, so they may occur throughout the city. However, efforts are made to place new rental housing development close to transportation and employment centers whenever feasible.

Because homebuyers assisted with federal funds through the City are free to choose their own neighborhood, the locations for the First Time Homebuyer housing units may be scattered throughout all areas of the city.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
n/a	n/a

**Table 61 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The City of Plano does not propose allocating investments geographically.

### **Discussion**

This section is optional and was left blank intentionally.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The City’s housing priorities are: 1) increasing the supply of quality affordable housing; 2) improving existing affordable housing stock, and 3) expanding homeownership opportunities. For the 2015-16 Program year, these priorities will be addressed through the following activities in the following numbers: acquisition assistance for 8 homebuyers, homeless prevention assistance to 47 households, new construction of 7 new single-family units, and housing rehabilitations for 39 low and moderate income residents.

The Plano Housing Authority (Plano Housing Authority) has been the City's primary partner in addressing rental housing needs of the very low income segment of the City’s population.

<b>One Year Goals for the Number of Households to be Supported</b>	
Non-Homeless	101
Total	101

**Table 62 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	47
The Production of New Units	7
Rehab of Existing Units	39
Homebuyer Assistance	8
Total	101

**Table 63 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The City is able to assist city-wide low and moderate income homeowners city-wide with rehabilitation by emphasizing the highest priority repair needs in its use of HUD grant funds for this purpose. Therefore, the City's home rehabilitation program also provides for emergency repair for homeowners that affect health and safety needs, such as water and sewer failures, electrical and heating system failures, and urgent roof repair needs. Also, use of City general funds for the City’s Great Update Rebate and Love Where You Live programs will help homeowners maintain their homes and revitalize aging neighborhoods.

It is anticipated that the City will support the production of new units by providing resolutions of support for housing tax credit developments to be constructed within the City.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Housing Authority of the City of Plano (PHA) is the local public housing agency. According to PHA's most recent Annual Report, the PHA managed 24 public housing units and it assisted 2,472 low to moderate income individuals. Currently, PHA administers 1,092 Housing Choice Vouchers.

PHA owns and administers 24 single family housing units scattered throughout the City. They were built between 1962 and 1981.

### **Actions planned during the next year to address the needs to public housing**

- Continue to provide certifications of consistency with the Consolidated Plan and serve as the PHA's responsible entity for environmental review certifications.
- Support PHA's efforts to obtain funds for renovation and improvements.
- Provide information to PHA regarding the Consolidated Plan and its activities and encourage the PHA to share information.
- Help address the needs of public housing and needs of its residents by offering housing counseling or homeownership training to tenants and Housing Choice Voucher renters.
- Ensure adequate public safety personnel are assigned to their localities.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

- Provide down payment assistance for eligible first time homebuyers
- Encourage participation in the various self-sufficiency programs
- Expand and promote homeownership opportunities for participants in the public housing and voucher program
- Fund case management, information and referral services to low-income and poverty-level families through various non-profit organizations
- Support employment and training programs to improve the academic, basic, and technical skills of low- income persons so that they can find jobs or improve their earning capacity, such as the various programs
- Provide housing counseling

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

PHA is not designated as troubled; therefore, this section does not apply.

**Discussion**

This section is optional and was left blank intentionally.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Comparing the 2015 and 2014 point-in-time (PIT) counts for the Plano/Collin County area reveals that the overall homeless has remained relatively steady. Low to moderate income special needs populations and families with children are particularly vulnerable to homelessness.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Plano reaches out to people who are homeless and assesses their individual needs through three primary methods: 1) participation in and support for the Collin County Homeless Coalition and Dallas Continuum of Care, and 2) funding of key supportive and homelessness prevention services through CDBG public services. Participation and support for the Continuum of Care includes assisting with the Point in Time Counts. Funding of supportive and preventive initiatives includes CDBG allocations for homeless services such as the Samaritan Inn and Texas Muslim Women’s Foundation programs. The Assistance Center of Collin County serves as a central resource for service referrals as well as the City’s partner in administering the homelessness prevention program.

The City in collaboration with the Collin County Homeless Coalition and Dallas Continuum of Care will continue striving to reach out to and assess the needs of homeless persons from the City of Plano.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City addresses the emergency shelter and transitional housing needs of people who are homeless through sustained funding that maintains existing emergency shelters and services, and by the allocation of CDBG funds to local entities which leverage further resources for emergency shelter and transitional housing. Present efforts include allocating funds for the Samaritan Inn and Texas Muslim Women’s Foundation.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Collaboration with service providers ensures that families seeking shelter or housing have appropriate

referrals available to them and that those families are not denied admission to housing opportunities or separated when entering emergency and transitional shelter programs. It is the City's goal to prevent households from becoming homeless while maintaining available emergency and transitional housing resources for homeless Plano residents.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Homeless prevention initiatives are centered on short and long term initiatives. Cash benefits for eligible families assist them in avoiding eviction and retaining their housing. The long term strategy, on the other hand, is to facilitate employment and increase support networks as a means to preventing homelessness or return to homelessness. By preventing homelessness and supporting homeless services and outreach efforts, the City aims to identify and target those individuals and families who would otherwise become homeless without timely assistance. Supportive services and housing assistance for the special needs population are particularly important because of their vulnerability to homelessness.

## **Discussion**

Based on the results of the Collin County Homeless Coalition 2015 Point in Time Count, there was a slight decrease in the overall homeless population since 2014. Preventing homelessness particularly among households with children remains a priority for the City. The City supports Collin County and the Dallas Continuum of Care's efforts by providing supportive and transitional shelter services for Plano's homeless population.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

In 2015, the City underwent an Analysis of Impediments to Fair Housing Choice (AI). The AI reviewed property tax policies, land use controls, zoning ordinances, building codes requirements, impact and other fees, public housing, environmental requirements, public transportation, and other factors in order to determine any barriers to affordable housing. A review of the federal regulations and City programs did not reveal any City ordinances, policies, or procedures that would discourage the development of affordable housing. There were no public policies that limit or affect the return on residential investments.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In order to continue to address and eliminate any potential barriers to affordable housing, the City has identified the following areas where the City could take action to minimize barriers to affordable housing over the next five years:

1. Develop partnerships to build and increase the number of affordable units;
2. Support and coordinate with developers for housing tax credit project applications proposed in Plano;
3. Provide homebuyer education;
4. Provide down payment assistance and closing cost assistance;
5. Maintain existing City-funded programs such as Great Update Rebate and Love Where You Live programs to assist homeowners to improve their homes and neighborhoods; and,
6. Make efforts to coordinate with local and regional transportation planning strategies to ensure, to the extent practical, that affordable housing owners and tenants have access to public transportation.

### **Discussion:**

The City remains committed to preserving and maintaining the existing stock of affordable housing, as well as increasing the number of new affordable housing units. The City regularly seeks to expand its capacity and partnership opportunities to provide affordable housing activities and will continue to seek out and support efforts that will accomplish this goal.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

This section will describe the City's plans for the 2015 programs to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The City has identified the following obstacles to meeting underserved needs:

#### **1. Obstacle - Limited Funding**

The primary obstacle to meeting underserved needs is limited federal and local funding. The needs of the community are greater than the available local and federal funds. The City will utilize general funds for programs such as Great Update Rebate and Love Where You Live to assist Plano residents that are low and moderate income in maintaining their homes and neighborhoods.

#### **2. Obstacle – Local Market**

Limited availability of developable land at affordable prices as well as increasing demand for housing within Plano, along with limited funding, significantly affects opportunities for increasing supply of affordable units. The City will seek to assist developers that propose housing tax credit projects in Plano by providing resolutions of support to obtain funds through the Texas Department of Housing and Community of Affairs.

### **Actions planned to foster and maintain affordable housing**

The City plans to foster and maintain affordable housing for Plano residents by funding activities for homebuyer assistance and housing rehabilitation. The First Time Homebuyer Program makes the home more affordable to low and moderate income residents by assisting with down payment and closing expense. The purpose of Housing Rehabilitation program is to assist low-income property owners with repairs to meet their needs for safe and decent housing. Rehabilitation is intended to enhance, improve, and preserve neighborhoods. The City will continue to facilitate multi-family and mixed-use development projects. The City conducts a consolidated notice of availability of funding annually for the development and rehabilitation of affordable housing.

### **Actions planned to reduce lead-based paint hazards**

City of Plano Community Services Division staff attends trainings, receives lead-based paint certifications and is currently in compliance with these regulations. Lead-based paint hazards are addressed through the CDBG rehabilitation and repair program and the HOME program. As homes enter these programs, they are evaluated for lead paint and, when necessary, such hazards are reduced, as required.

Actions taken to reduce lead-based paint will be conducted in accordance with HUD's lead-based paint regulations. In addition, homes to be purchased through the First Time Homebuyer program that fail the required visual paint inspection will be tested for lead paint. If lead paint is present, the owner will be informed of the appropriate requirements to respond to the lead paint, and the purchase will not proceed with federal funds unless and until interim controls are completed.

### **Actions planned to reduce the number of poverty-level families**

The City of Plano's anti-poverty strategy will assist in reducing the number of poverty level families by increasing access to the following services and programs:

- Programs supporting and encouraging community and neighborhood maintenance and improvements such as Habitat for Humanity of South Collin County, City of Plano Housing Rehabilitation, Great Update Rebate Program, and Love Where You Live.
- Self-sufficiency programs which combine housing assistance and supportive services such as Homelessness Prevention through the Assistance Center of Collin County, Samaritan Inn Transitional Shelter, and Texas Muslim Women's Foundation.
- Case management and information and referral services to special needs, low/moderate income, and below poverty level families through various non-profit organizations.
- Employment and training programs to improve the academic, basic, and technical skills of low/moderate income persons to aid in obtaining or improving their earning capacity
- Supplementary and emergency assistance, rental assistance, child care, health, transportation, utility assistance, financial assistance and educational assistance to low/moderate income families, particularly those with special needs. Non-profit organizations in the community provide these various forms of assistance.

### **Actions planned to develop institutional structure**

It has been and remains a priority for the City to develop and enhance an effective and efficient program delivery system for the use of federal funds. The City continues to monitor, assess, and seek ways to further improve its performance. Solid relationships have been built with public institutions, private and nonprofit partners, to implement activities and projects that require multiple funding sources. Through ongoing meetings and periodic technical assistance provided by the City, all partners are encouraged to share their thoughts on how the delivery system and programs could be made better.

## **Actions planned to enhance coordination between public and private housing and social service agencies**

To enhance coordination between public and private housing and social service agencies, the City works closely with approximately 25 subrecipient agencies including those listed in the proposed projects summary, as well as agencies funded by the City funded Buffington Community Services Grant. City staff also provides support and information to the Community Relations Council, a group appointed by City Council to make funding recommendations for the provision of social services and quality, affordable, and accessible housing.

### **Discussion:**

This section is optional and was left blank intentionally.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

This section will describe activities planned with respect to all CDBG funds expected to be available during the program year (including program income that will have been received before the start of the next program year).

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95%

**HOME Investment Partnership Program  
(HOME) Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not and will not engage in any form of investment using HOME funds that is not described in 24 CFR 92.205 (b).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

To ensure affordability, the City of Plano will impose recapture requirements on homeownership projects receiving subsidy that do not continue to reside in the residence for the entire affordability term.

Homebuyer HOME assistance will be provided as a deferred payment loan, amortizing annually over the course of the minimum period of affordability. If the homeowner sells the property at any time prior to the end of the affordability period, he/she will be expected to pay the full unamortized amount due at the time of sale. If, however, the net proceeds of the sale, less the amount of homeowner investment (defined as down payment and documented capital improvements), is less than the unamortized amount remaining, the City will share the net proceeds with the homeowner.

The net proceeds will be divided proportionally according to the following mathematical formulas:

$(\text{HOME Subsidy} / \text{HOME investment} + \text{Homeowner Investment}) \times \text{Net Proceeds} = \text{HOME amount recaptured by P.J.}$

$(\text{Homeowner Investment} / \text{HOME subsidy} + \text{Homeowner Investment}) \times \text{Net proceeds} = \text{Amount to Homeowner}$

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Developers for projects utilizing City of Plano HOME funds will sign a Subordinate Deed of Trust and Promissory Note. The following will trigger repayment of the amount of HOME funds:

- Discovery that the developer knowingly falsified an application and was actually ineligible for assistance; or,
- Developer fails to meet HOME requirements or regulations; or,
- Sale of the property prior to an ineligible homebuyer.

The City will recapture the entire amount of HOME funds in the project.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not use HOME funds to refinance existing debt; therefore, this section is not applicable. Furthermore, the City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds. The City does not have programs that allow the use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 27, 2015		
Department:		Neighborhood Services		
Department Head		Lori Schwarz		
Agenda Coordinator (include phone #): <b>Doris Carter x5350</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, authorizing the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,543,555 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	1,543,555	1,543,555
<b>BALANCE</b>	0	0	1,543,555	<b>1,543,555</b>
<b>FUND(s):    CDBG &amp; HOME GRANT FUNDS</b>				
<p><b>COMMENTS:</b> This item will allow the City of Plano to file grant applications, in the amount of \$1,543,555, to provide annual funding in the CDBG and HOME programs projected to impact fiscal year 2015-16.</p> <p>STRATEGIC PLAN GOAL: Filing for Federal grant funds for the CDBG and HOME programs relates to the City's goal of Great Neighborhoods - 1st Choice to Live, Financially Strong City with Service Excellence, and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This resolution authorizes the City Manager to apply to HUD for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution			Community Relations Commission	

**A Resolution of the City of Plano, Texas, authorizing the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,543,555 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.**

**WHEREAS**, the City of Plano is eligible to receive certain funds under the Housing and Community Development Act of 1974, as amended, in the amount of \$1,183,071 based on the 2015-2016 Community Development Block Grant budget for entitlement communities; as well as certain funds under the HOME Investment Partnership Act of 1990, as amended, in the amount of \$360,484 based on the 2015-2016 HOME Investment Partnership grant budget for entitlement communities; and

**WHEREAS**, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

**WHEREAS**, the summary of activities to be funded by Community Development Block Grant and HOME Investment Partnerships Program has been adopted by the City of Plano as its 2015-2016 Action Plan.

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

**SECTION I.** Bruce D. Glasscock, City Manager of the City of Plano, is hereby authorized to file an application for funds under the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnership Act of 1990, as amended, on behalf of the City of Plano, Texas, and to certify to all understandings and assurances required under said Acts including, but not limited to, OMB circulars A-95 and A-1020 and Federal Management Circular 74-4, the National Environmental Policy Act of 1969, Titles VI and VII of the Civil Rights Act of 1964 and 1968 respectively, Executive Orders 11063 and 11246, and such other assurances and understandings as may be required.

**SECTION II.** Bruce D. Glasscock, City Manager, is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required.

**SECTION III.** This resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 27TH DAY OF JULY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

Approved as to form:

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Paige Mims, CITY ATTORNEY