

# CITY COUNCIL

1520 AVENUE K



DATE: 7/28/2014  
CALL TO ORDER: 7:00 p.m.  
INVOCATION:  
PLEDGE OF ALLEGIANCE: Brownie Troop 3460  
Harrington Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PRESENTATION: The Linda Keithley Award for Women in Public Management has been presented to City of Plano Deputy City Manager LaShon Ross by the North Central Texas Council of Governments.</p> <p>PRESENTATION: The City of Plano has received a Regional Cooperation Award for the Electronic Warrant Payments Shared Services Program.</p> <p>PRESENTATION: The Plano Police Department is receiving the trophy for winning the annual "Battle of the Badges" blood drive.</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></b></p> <p>Tino Trujillo</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><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></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <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></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) June 23, 2014 June 30, 2014</p> <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> <p>(b) Bid No. 2014-191-B for the purchase of partition walls at the Plano Senior Center from Turner Construction Company in the amount of \$107,750 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2014-249-B for remodeling the first floor and lower level of the Municipal Center from H-B Construction, Inc., in the amount of \$246,340 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2014-205-B for the purchase of replacement chillers at the Municipal Center from Kahn Air Conditioning &amp; Heating, a Texas Corporation dba Kahn Mechanical Contractors in the amount of \$393,748 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2014-204-B for the Parkway Operations Building Roof Replacement and Exterior Weatherproofing from Roof Management Services, Inc., in the amount of \$397,871 and authorizing the City Manager to execute all necessary documents.</p> <p>(f) Bid No. 2014-254-B for the purchase of one (1) Dodge Ram 3500, 1-Ton Truck with a Flatbed Dump and one (1) Dodge Ram 4500 1-1/2-Ton Truck with a Flatbed Dump for the Fleet Services Department, to be utilized by the Parks and Recreation Department from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$84,052 and authorizing the City Manager to execute all necessary documents.</p> <p>(g) Bid No. 2014-186-C for a three (3) year contract with one (1) City optional three-year renewal for Emergency Generator Maintenance to Waukesha-Pearce Industries, Inc. in the amount of \$211,955 and authorizing the City Manager to execute all necessary documents.</p> <p>(h) Bid No. 2014-117-C for a one (1) year contract with three (3) City optional one (1) year renewals for Professional Food Services for the Plano Centre to Foodbellies, LLC for the annual estimated amount of \$74,000 in FY 2013-14, an estimated annual expenditure of \$150,000 for fiscal years 2014-15, \$165,000 for 2015-16, \$180,000 for 2016-17 and \$99,000 for 2017-18, and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>Bid No. 2014-250-C for a one (1) year contract with (3) three city optional one (1) year renewals for the purchase of Chevrolet Automotive and Light Truck OEM Parts from Friendly Chevrolet for Inventory Control/Asset Disposal to be used by the Fleet Services Department in the estimated annual amount of \$100,000 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b>Purchase from an Existing Contract</b></p>	
(j)	<p>To approve the purchase and installation of a computerized signal system for Traffic Engineering in the amount of \$225,459 from Scientel Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents (HGAC Contract No. CW10-09)</p>	
(k)	<p>To approve the purchase of a Kenworth T370 Dump Truck for Fleet Services to be utilized by Public Works in the amount of \$98,871 from MHC Kenworth through an existing contract with TASB/BuyBoard and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)</p>	
(l)	<p>To approve the purchase and installation of pavement marking materials from A &amp; M Maintenance Services, Inc., for a one (1) year contract with four (4) City optional renewals, in the estimated annual amount of \$778,000 through an existing City of Richardson contract and authorizing the City Manager to execute all necessary documents. (City of Richardson Contract No. 49-14)</p>	
	<p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(m)	<p>To approve a Landscape Architecture Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$89,700 for design services for the Hedgcoxe Undercrossing project and authorizing the City Manager to execute all necessary documents.</p>	
(n)	<p>To approve an Engineering Services Agreement by and between the City of Plano and Dunaway Associates, L.P. in the amount of \$112,860 for a floodplain study at Oak Point Park and Nature Preserve and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b>Approval of Contract Modification</b></p>	
(o)	<p>To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the additional design requirements of Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project in the amount of \$154,260 from Halff Associates, Inc., and to authorize the City Manager to execute all related documents.</p>	
	<p><b>Approval of Change Order</b></p>	
(p)	<p>To Jim Bowman Construction Co., LP, increasing the contract by \$154,139 for the Greenhollow Estates Waterline Rehabilitation project, Change Order No. 1. Original Bid No. 2013-148-B.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>Approval of Expenditure</b></p>	
(q)	<p>To ratify the expenditure in the amount of \$104,425 for debris collection by temporary labor services resulting from the December 6, 2013 ice storm and authorizing the City Manager to execute all necessary documents.</p>	
(r)	<p>To correct an administrative error for the initial term for an additional amount of \$158,425, for the renewals for an additional amount of \$133,351 per year and to increase the expenditures for temporary labor services for waste collection by \$125,000 per year; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(s)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between Optimal Blue, LLC, a Texas limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(t)	<p>To repeal and replace Resolution No. 96-1-12(R) regarding the City's Joint Use Facility on a 12.9385 acre tract at the northwest corner of Independence Parkway and Caravan Drive; and providing an effective date.</p>	
(u)	<p>To approve the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager to execute such contract and lease agreement and providing an effective date.</p>	
(v)	<p>To approve the Investment Portfolio Summary for the quarter ending June 30, 2014 and providing an effective date.</p>	
	<p><b><u>Adoption of Ordinances</u></b></p>	
(w)	<p>To amend Sections 14-66, 14-68, 14-72, 14-73, and 14-74, of Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous of the Code of Ordinances, of the City of Plano to establish regulations relating to the use, distribution and sales of electronic vaping devices; providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause; and an effective date.</p>	
(x)	<p>To amend Section 12-104.5(a) to Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas regulating the parking of motor vehicles in certain designated public parking lots within the downtown area; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(y)	<p>To repeal Ordinance No. 2014-3-13; establishing certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of positions for each classification; establishing a salary plan for the Fire Department effective July 28, 2014; and providing a repealer clause, a severability 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> <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 Bid No. 2014-253-B for 15th Street Reconstruction to Phillips May Corporation in the amount of \$4,043,375 with an additional incentive bonus of \$630,000, for a total award of \$4,673,375 and authorizing the City Manager to execute all necessary documents.</p>	
(2)	<p>Consideration of a Resolution to approve the terms and conditions of an Agreement by and between the City of Plano and Verizon providing for the relocation of existing overhead telephone facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date.</p>	
(3)	<p>Consideration of a Resolution to approve the terms and conditions of an Agreement by and between the City of Plano and Zayo Group, LLC providing for the relocation of existing telecommunications facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date.</p>	
(4)	<p>Consideration of a Resolution to approve the terms and conditions of a Discretionary Service Agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for the relocation of existing overhead electric facilities in the 15th Street right-of-way to overhead and underground utility easements located along the rear lot lines of lots fronting on 15th Street from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p>Consideration of an Ordinance to determine a public necessity to acquire the easement property as described in the attached Exhibit "A", for the public use for the Park Boulevard Corridor Project; authorizing the use of the power of eminent domain to condemn the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings, if necessary, and providing an effective date.</p>	
(6)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-12 to amend Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG-Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to consider various amendments to the Downtown Sign District; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The Linda Keithley Award for Women in Public Management has been presented to City of Plano Deputy City Manager LaShon Ross by the North Central Texas Council of Governments.				
<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>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):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The City of Plano has received a Regional Cooperation Award for the Electronic Warrants Payments Shared Services Program.				
<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>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):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Council Meeting Date:		07/28/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PRESENTATION: The Plano Police Department is receiving the trophy for winning the annual "Battle of the Badges" blood drive.				
<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>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):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
June 23, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, June 23, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

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

**Consideration and action resulting from Executive Session discussion  
Personnel – Reappointments**

Board of Adjustment

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

Building Standards Commission

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Davidson, the Council voted 8-0 to reappoint James Craft, Joe Milkes, and Chris Polito.

Heritage Commission

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

Planning and Zoning Commission

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

## **Personnel – Reappointments**

### Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to reappoint Jamey Cantrell, Tammy Miller, Lisa Moore, and Lynn Wolfe.

### Civil Service Commission

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to confirm the reappointment of David O'Dens as recommended by City Manager Glasscock.

### Community Relations Commission

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

### Cultural Affairs Commission

Upon a motion made by Council Member Davidson and seconded by Council Member Downs, the Council voted 8-0 to reappoint Lisa Foster and Ron Taylor.

### Library Advisory Board

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

### Parks and Recreation Planning Board

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

### Photographic Traffic Signal Advisory Committee

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

### Plano Housing Authority

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Frederick Bemenderfer and Jeanine Boehl.

### Retirement Security Plan Committee

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 8-0 to confirm the reappointments of Bob Gehbauer, Myra Conklin, and Robert Smouse as recommended by City Manager Glasscock.

### Self Sufficiency Committee

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to reappoint Ethel Jernigan.

### Senior Citizens Advisory Board

The Council deferred consideration of reappointments to the July 28, 2014 meeting.

## **Library Briefing**

Director of Libraries Ziegler briefed the Council regarding the five libraries and the online library, size, collections, and hours of operation. She spoke to the challenges the libraries face, reduced staff and budget, increased circulation and programming, and expanding the online presence of the library. Ms. Ziegler advised in order to accommodate the decrease in budget and staff, existing staff was reorganized. She spoke to the reorganization along with improved technologies, self-checkout for materials, and RFID sorters for automating the check-in process, have allowed the libraries to adapt to the challenges and stated centralized selection of materials and floating collections have aided in the process.

Ms. Ziegler spoke to the programs and services provided by the library including performances by dance groups and musicians, hands-on experiences with animal and science programs, literacy programs, skill improvement training, and programs supporting STEAM (science, technology, engineering, arts, and math) such as robotics and math camps. She stated the library partners with many local groups and colleges to provide the programs. Ms. Ziegler outlined the community outreach programs and participation at Plano ISD schools, area festivals, and Collin County agencies. She spoke to the libraries expanded services, innovative enhancements, online presence, and citizen engagement.

## **Cemetery Maintenance**

Comprehensive Planning Manager Schwarz spoke to the thirteen historic cemeteries located in Plano and the preservation plan. She stated two cemeteries, Leach-Thomas and Old City, are lacking in maintenance and need restoration work. Ms. Schwarz reported Plano Conservancy for Historic Preservation has applied for a historic preservation grant to help with the needed maintenance and restoration at Leach-Thomas Cemetery. She spoke to the history of Old City Cemetery, the inability to find a current owner, and the current maintenance status. Ms. Schwarz stated the Parks and Recreation department mows the property at a cost of \$5,000 per year. She spoke to the process for the City or a County non-profit agency to take possession of the cemetery and the maintenance requirements once possession is obtained. Council directed staff to continue the current maintenance level.

## **US 75 Express Lanes Status Report**

Mr. Stephen Endres representing Texas Department of Transportation Dallas District presented a brief overview of the proposed plan for the US 75 Express Lane Project and introduced Brian Swindell of HDR, Inc. of Dallas to provide the project details. Mr. Swindell spoke to the need for improved mobility in the area, connection to the regional mobility plan, and the project goals of addressing travel demand, minimizing negative environmental and economic impacts, providing affordable and effective design, and provide a predictable corridor trip. He stated the project was designed to utilize the existing HOV lane by allowing single occupancy vehicles to use the lane for a toll based on lane occupancy and the time of day.

Mr. Swindell spoke to the project implementation including access points and toll gantry locations. Council Member Miner spoke to his concerns regarding the use, lane barriers, and lack of ingress/egress points for the lane to be utilized. Deputy City Manager Turner spoke to the points made

during TxDOT discussions with staff regarding the project stating the success of the lane is dependent on traffic, aesthetics of the lane remaining the same, excess revenue generated being utilized in Collin County, and the project being tied to a larger area project. Mr. Endres advised TxDOT will be responsible for the maintenance. Deputy Mayor Pro Tem Harris spoke to his concern of citizens being tolled for a lane that was constructed using tax dollars and suggested the lane be opened for general use. Mr. Swindell stated the HOV lane is a part of a regional clean air plan and cannot be eliminated from the plan. Council Members Miner and Downs spoke to their concern regarding accidents in the lane and if tolls would be removed for the inconvenience. Mr. Endres stated the toll rate would be posted prior to entering the lane and could be adjusted if necessary. Mr. Swindell outlined the public outreach schedule and project schedule.

**Council items for discussion/action on future agendas**

No items were discussed.

**Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:02 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**June 23, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 23, 2014, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Father Tom Cloherty from Prince of Peace Catholic Community led the invocation and Brownie Troop 3460 and Junior Girl Scout Troop 2580 from Harrington Elementary led the Pledge of Allegiance.

Mayor LaRosiliere administered the oath of office to Jim McGee (Board of Adjustment) and Tom Venner (Cultural Affairs Commission).

**Comments of Public Interest**

Barbara Walters spoke to cemetery maintenance and the historic value of the cemeteries. Trevor Dahlen spoke to adopting safe driving polices.

**CONSENT AGENDA**

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

**Approval of Minutes** (Consent Agenda Item "A")

June 9, 2014

**Approval of Expenditures**

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

**Bid No. 2014-251-B** for Independence Parkway Corridor - 15th Street to Parker Road – Project No. 5987.1, to Jim Bowman Construction Company, L.P., in the amount of \$1,861,554 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2014-224-B** for the Guardrail Repair Project No. 6318 to Vann/Elli, Inc., in the amount of \$179,550 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**CSP No. 2014-34-B** for the purchase of 200 handheld breath alcohol testing devices to be utilized by the Police Department from Lifeloc Technologies in the amount of \$51,500 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Purchase from an Existing Contract**

To approve the purchase of forty eight (48) Permanent-Mount Stalker DSR-2X Radar System Units from Applied Concepts, Inc., in the amount of \$117,525 through an existing agreement/contract with HGACBuy and authorizing the City Manager to execute all necessary documents. (HGACBuy Contract No. EF04-13) (Consent Agenda Item “E”)

To approve the purchase of hardware, software and support services for Palo Alto Networks in the amount of \$99,942 from Solid Border, Inc. through an existing State of Texas Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1855) (Consent Agenda Item “F”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Birkhoff, Hendricks and Carter, L.L.P., in the amount of \$84,770 for the Video Surveillance Improvements for Wastewater Facilities and Electric System Upgrades at Elevated Storage Tanks, Project No. 6453 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$148,000 for design services for the Cottonwood Creek Trail: Oak Point to Chaparral project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 3 for the expansion of the Red Light Camera Program at various intersections within the City from Redflex Traffic Systems, Inc. and authorize the City Manager to execute all related documents. (Consent Agenda Item “T”)

### **Approval of Change Order**

To Red River Construction Company, reducing the expenditure amount by \$1,111,850 with Change Order No. 1 for Stadium Pump Station Rehabilitation Project No. 6210. Original Bid No. 2014-166-B. (Consent Agenda Item “J”)

### **Approval of Expenditure**

To approve the purchase of re-hosting services and system upgrade to the Computer Aided Dispatch software from TriTech Software Systems, the sole source provider, in the amount of \$57,788 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an expenditure for the provision of various professional media services from Herbst Technical Services, in the estimated annual amount of \$54,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

### **Adoption of Resolutions**

**Resolution No. 2014-6-5(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for funding and support for the 2014 Local Initiative Program (LIP) with Collin County and the Texas Commission on Environmental Quality; designating the Director of Engineering as being responsible for acting for and on behalf of the City of Plano in dealing with Collin County, and the Texas Commission on Environmental Quality for the purpose of participating in the 2014 Local Initiative Program; and providing an effective date. (Consent Agenda Item “M”)

**Resolution No. 2014-6-6(R):** To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program; certifying that the City’s matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano; certifying that the Cottonwood Creek Trail Connection has been dedicated for public park and recreational purposes; and providing an effective date. (Consent Agenda Item “N”)

**Resolution No. 2014-6-7(R):** To designate the name of the new Oak Point Park building as the Oak Point Park Nature and Retreat Center and providing an effective date. (Consent Agenda Item “O”)

**Resolution No. 2014-6-8(R):** To designate the name of the Plano-Richardson-Murphy Trail Connection as Breckinridge Trail and providing an effective date. (Consent Agenda Item “P”)

## **Adoption of Ordinances**

**Ordinance No. 2014-6-9:** To abandon all right, title and interest of the City, in and to a portion of that certain 15-foot Water Line Easement within Parkway Heights, Phase 2, recorded in Volume 4746, Page 481, of the Deed Records of Collin County, Texas and being situated in the M. R. Foster Survey, Abstract No. 332, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, GSW Land Investors, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “Q”)

**Ordinance No. 2014-6-10:** To abandon all right, title and interest of the City, in: (1) a certain 60’ and 15’ Drainage & Utility Easement, filed in Vol. 1654, Page 514; (2) a R.O.W Reservation, filed in Cab. H, Page 588; (3) a 10’ Water Line Easement, filed in Vol. 927, Page 336; (4) a 50’ Drainage Easement, filed in Vol. 5923, Page 47; (5) and a 0.271 acre Drainage Easement, filed in Vol. 5923, Page 37, of the Deed Records of Collin County, Texas and being situated in the Jeremiah Muncy Survey, Abstract No. 621, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, JABEZ DEVELOPMENT, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “R”)

## **END OF CONSENT**

**Consideration of Bid No. 2014-244-B** for the Purchase of Painting of Concrete Screening Walls – Phase I Project No. 6449 from Myelyn Contractors in the amount of \$175,180 and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item “1”)

Director of Public Works Cosgrove spoke to the bid process for the project and stated there was an error in the bid from Reconstruction Experts. Ross Hurlbut representing Reconstruction Experts spoke to the error on their bid and requested Council consider waiving the requirements and award the bid to Reconstruction Experts or split the award with Mylelyn Contractors.

Mr. Cosgrove detailed the error made on the Reconstruction Experts bid and spoke to the City policies and state laws governing the process. He advised once the bids were opened the bid could not be changed and the bid needed to be awarded in whole.

City Attorney Mims stated State law prohibits that after a bid is opened it cannot be changed purpose of correcting an error in a bid price, which applies to any of the prices submitted and not just the total price. She advised not recognizing the correction.

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 8-0 to approve Bid No. 2014-244-B for the Purchase of Painting of Concrete Screening Walls – Phase I Project No. 6449 from Myelyn Contractors in the amount of \$175,180 and authorizing the City Manager to execute all necessary documents as recommend by staff.

**Ordinance No. 2014-6-11:** To grant to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; providing a severability clause, and an effective date. (Second and final reading. First reading held May 12, 2014.) (Regular Agenda Item “2”)

Director of Policy and Government Relations Israelson spoke to the ordinance requirements and changes from the last CoServ Gas franchise ordinance noting this is a ten year franchise with five one year renewals with a franchise collection percentage of 5% and quarterly payment submission.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to grant to CoServ Gas, Ltd., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the City of Plano, Collin and Denton Counties, Texas, for the transporting, delivery, sale, and distribution of gas in and out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; and to further adopt Ordinance No. 2014-6-11.

**Public Hearing and adoption of Resolution No. 2014-6-12(R):** To adopt the 2014-2015 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2014-2015; and declaring an effective date. (Regular Agenda Item “3”)

Community Services Manager Brown spoke to the organizations and projects recommended for funding by the Community Relations Commission under the Five Year Consolidated Plan strategies of decent housing, suitable living environment and economic opportunities. Council Member Downs asked about the administrative cost. Ms. Brown spoke to the allowable amount, uses for the funds, and the actual cost. Council Member Gallagher spoke to a specific organization not being awarded funding. Ms. Brown stated a contractual conflict prevented the group from being awarded funds.

The City Council took a five minute recess at 7:58 p.m. for City Attorney Mims to confer with Ms. Brown. The City Council reconvened into open session and immediately convened into executive session under Texas Government Code, Section 551.071 to consult with the Attorney at 8:03 p.m. The City Council reconvened into open session at 8:07 p.m.

Due to a potential conflict, Council Member Duggan stepped down from the dais for the remainder of the discussion.

City Attorney Mims spoke to the Federal guidelines regarding disbursement of grant funds and stated the group does not meet the criteria set forth in the guidelines. Deputy City Manager Turner stated the group may qualify for a different grant opportunity.

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

**Public Hearing and adoption of Resolution No. 2014-6-12(R) Con't.**

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-0, to adopt the 2014-2015 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2014-2015; and to further adopt Resolution No. 2014-6-12(R).

Council Member Duggan returned to his seat at the dais.

**Resolution No. 2014-6-13(R):** To authorize the filing of applications for Federal Funds in an amount not to exceed \$1,561,961 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. (Regular Agenda Item "4")

Community Services Manager Brown stated the resolution authorizes the application for the funds through the Department of Housing and Urban Development.

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,561,961 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 to further adopt Resolution No. 2014-6-13(R).

**Public Hearing and adoption of Ordinance No. 2014-6-14** as requested in Zoning Case 2014-15, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 204.7± 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, from Commercial Employment to Central Business-1; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: J.C. Penney Co., Inc., SWC Tollway & 121, LLC, and the City of Plano. (Regular Agenda Item "5")

Director of Planning Day spoke to the request to rezone from Commercial Employment to Central Business-1. She stated Commercial Employment allows for campus style development and Central Business allows for a more dense downtown style of development and the change is consistent with adjacent property. Ms. Day advised that the Planning and Zoning Commission recommends for approval as submitted. Responding to Council, Ms. Day stated the zoning change provides reduced setbacks, allows more flexibility for development, and creates zoning that is more conducive to an urban style development.

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

**Public Hearing and adoption of Ordinance No. 2014-6-14 Con't.**

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to rezone 204.7± 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, from Commercial Employment to Central Business-1; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-15; and to further adopt Ordinance No. 2014-6-14.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:17 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
PLANNING AND ZONING COMMISSION  
WORKSESSION  
June 30, 2014**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary  
Phyllis Jarrell, Director of Special Projects  
Christina Day, Director of Planning

**PLANNING & ZONING COMMISSION  
MEMBERS PRESENT**

Richard Grady, Chair  
M. Nathan Barbera, 1<sup>st</sup> Vice Chair  
Doug Bender  
Forrest Hicks  
William Hilburn, 2nd Vice Chair  
Michael Mansfield  
Mark Pittman  
Kayci Prince

Lori Schwarz, Comprehensive Planning  
Manager  
Steve Sims, Senior Planner  
Doug McDonald, Senior Planner  
Tammy Stuckey, Planning Administrative  
Support Supervisor

The worksession was called to order on June 30, 2014, at 6:01 p.m. in the Plano Municipal Center, Building Inspections Training Room, 1520 K Avenue, Plano, Texas. Quorums of the City Council and Planning and Zoning Commission were present.

**Dinner and Presentation by Mayor: 2020 Vision of Excellence**

Mayor LaRosiliere presented his vision of the City of Excellence in 2020. He stated to lead by definition is to plan ahead. Mayor LaRosiliere spoke to emerging trends, planning for future residents of Plano, the changing traditional family, and cultural diversity. He stated the methods for engaging X-Y-Z generations differ from engaging baby boomer and older generations. Mayor LaRosiliere spoke to the City Council and Planning and Zoning Commission's task to create a shared vision for the future of Plano.

**Regional Growth and Local Response Survey Presentation and Discussion**

Director of Planning Day spoke to the questions and results of the Regional Growth and Local Response Survey completed by the City Council and Planning and Zoning Commission prior to the worksession. She stated the level of agreement and disagreement with the survey questions and the topics included Urbanization, Market Accommodation, Conservative Growth, Housing Expansion, Suburban Form, Placemaking, Regional and Balanced Mobility, Parks and Open Spaces, Cultural Amenities, Private Amenities, Redevelopment Incentives, and Market Based Incentives. Ms. Day spoke to the topics that were close in the agreement/disagreement split being Suburban Form, Regional Mobility, increase of Parks and Open Spaces, and public responsibility for Cultural Amenities and asked the groups to take the items into consideration during the exercise.

## **Plano Tomorrow Group Map Exercise**

Comprehensive Planning Manager Schwarz spoke to the purpose of the session, stating the groups would be reviewing topics of Housing and Employment, Transportation, and Placemaking and Public Spaces to create a shared vision of Plano in 2035 providing direction for future development of Comprehensive Plan policies.

Ms. Schwarz spoke to the current and future population, Plano's population percentage for the region, current and future employment density projections for the City, and future traffic congestion concerns. She provided an overview of the process, exercise materials, how to work with the maps, and factors to consider while completing the exercise. Deputy City Manager Turner stated the exercise was to determine patterns not specific projects.

The City Council and Planning and Zoning Commission were divided into four groups with facilitators to work on the Housing and Employment portion of the exercise. The group took a brief recess at 7:35 p.m. and resumed the exercise at 7:49 p.m. Ms. Schwarz guided the groups and facilitators to complete the Transportation and Placemaking and Public Spaces portions of the exercise.

Ms. Schwarz asked each group to present their 2035 vision in regard to the components of the exercise and how the changes would affect the population and job base. Commission Member Pittman presented the first group's vision. He spoke to the location of urban centers close to the Dallas North Tollway with high rise buildings, growth patterns, additional mass transit routes to better manage additional traffic, and placemaking opportunities such as a food truck park downtown. Mr. Pittman stated the vision estimated 309,475 in population and 222,000 jobs.

Commission Member Bender presented the second group's vision. He spoke to development along the US 75 Corridor, creating a Collin Creek park, creating urban centers, an arts district close to President George Bush Tollway, parks with health based activities, a transportation hub, trolley systems, and utilizing Spring Creek as an east west transit line. Mr. Bender stated the vision estimated 308,000 in population and 205,000 jobs.

Planning and Zoning Chair Grady presented the third group's vision. He spoke to the addition of seven urban centers throughout the City, looped transportation corridors, rail lines near State Hwy 121, adding open spaces to large development areas, creating urban mixed use areas at the four corners and President George Bush Tollway area, and adding regional attractions and parks. Mr. Grady stated the vision estimated 306,000 in population and 240,000 jobs.

Commission Member Prince, of the Planning and Zoning Commission, presented the last group's vision. She spoke to the addition of seven urban centers, placemaking opportunities such as a river walk area by Collin Creek Mall, a food truck park, redevelopment of Plano Centre, creating job districts at the four corners, and an area similar to Klyde Warren Park at the President George Bush Tollway and US 75. Ms. Prince stated the vision estimated 316,000 in population and 356,000 jobs.

Nothing further was discussed. The meeting was adjourned at 8:53 p.m.

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**Harry LaRosiliere, MAYOR**

\_\_\_\_\_  
**Richard Grady, Chair – Planning and Zoning Commission**

ATTEST:

\_\_\_\_\_  
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:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2014-191-B for the purchase of partition walls at the Plano Senior Center from Turner Construction Company in the amount of \$107,750, 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		65,938	228,000	0
Encumbered/Expended Amount		-65,938	-18,422	0
This Item		0	-107,750	0
BALANCE		0	101,828	0
<b>FUND(S):     CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the 2013-14 CIP. This item, in the amount of \$107,750, will leave a current year balance of \$101,828 available for other repairs and improvements to the Plano Senior Center.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing building components that are damaged and at the end of their useful life relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid of Turner Construction Company in the amount of \$107,750, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Plano Senior Center (2014-191-B).</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



# Memorandum

**Date:** June 16, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Senior Center – Partition Replacement – Bid # 2014-191-B

I have reviewed the bids submitted for the folding wall partition in the Lonestar Room of the Senior Center. I recommend award to the lowest, responsive, responsible bid submitted by Turner Construction Company in the amount of \$107,750. An additional bid was received from Hudson Building Systems for \$128,000. Two additional bids were received and deemed non-responsive from Chas F. Williams Inc. for \$57,240 for taking exceptions to the City's payment terms and exempting part of the scope of work and also from SDB Inc. for \$79,525.30 for failing to include a Bid Bond.

The folding wall partition has become damaged and is due to replacement in order to maintain the esthetics of the facility for the public.

The funding for the project is in Capital Reserve Account #54482.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha  
Matt Yager  
Paul Kunze  
Collette Hall  
Susie Hergenrader

# CITY OF PLANO

## BID NO. 2014-191-B SENIOR CENTER PARTITION REPLACEMENT BID RECAP

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**Bid Opening Date/Time:** June 3, 2014 @ 1:00 PM

**Number of Vendors Notified:** 1665

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

**Number of Non-Responsive Bids:** 2

**Number of Responsive Bids Submitted:** 2

Turner Construction Company	\$107,750
Hudson Building Systems	\$128,000

**Recommended Vendor:**

Turner Construction Company	\$107,750
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*Michael Parrish*

*July 15, 2014*

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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:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2014-249-B for remodeling the first floor and lower level of the Municipal Center from H-B Construction, Inc., in the amount of \$246,340, 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	551,572	1,741,000	835,000	<b>3,127,572</b>
Encumbered/Expended Amount	-551,572	-351,958	0	<b>-903,530</b>
This Item	0	-246,340	0	<b>-246,340</b>
BALANCE	0	1,142,702	835,000	<b>1,977,702</b>
<b>FUND(S):    CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the 2013-14 CIP. This item, in the amount of \$246,340, will leave a current year balance of \$1,142,702 available for other repairs and improvements to Plano Municipal Center.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renovating existing facilities to accomodate current City needs relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of H-B Construction, Inc., in the amount of \$246,340, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Municipal Center (2014-249-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** July 7, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Municipal Center First Floor and Lower Level Renovation – Bid #2014-249-B

I have reviewed the bids submitted for the Municipal Center First Floor and Lower Level Renovation. I am recommending award to the lowest, responsive, responsible bid submitted by H-B Construction, Inc., in the amount of \$246,340. A bid was received from Gomez Floor Covering for \$45,000 however, their bid was deemed non-responsive because they did not submit the required Bid Bond and they confirmed that they only bid on the carpet. Additional bids were submitted from C. Perry Builders, Inc. for \$282,000, SDB Inc. for \$282,545.09, ScoBilt Contractors Inc. for \$295,395, MDI Inc. General Contractors for \$316,000 and Turner Construction Company for \$335,000.

The project was planned to provide a larger exercise room in the basement for use by City employees, a training room for Public Safety Communication in the basement and to reconfigure space in Building Inspections on the first floor to allow room for the relocation of the employee break room in the basement to the first floor.

The funding for the project is in the Capital Reserve Fund Account #54424.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha  
Todd Luxem  
Paul Kunze  
Matt Yager  
Susan Carr  
Selso Mata

# CITY OF PLANO

## BID NO. 2014-249-B MUNICIPAL CENTER FIRST FLOOR AND LOWER LEVEL RENOVATION BID RECAP

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**Bid Opening Date/Time:** June 25, 2014 @ 1:00 PM

**Number of Vendors Notified:** 6940

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

**Number of Non-Responsive Bids:** 1

**Number of Responsive Bids Submitted:** 6

H-B Construction, Inc.	\$246,340.00
C. Perry Builders, Inc.	\$282,000.00
SDB, Inc.	\$282,545.09
ScoBilt Contractors, Inc.	\$295,395.00
MDI Inc. General Contractors	\$316,000.00
Turner Construction Company	\$335,000.00

**Recommended Vendor:**

H-B Construction, Inc. \$246,340.00

*Michael Parrish*

June 30, 2014

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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:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2014-205-B for the purchase of replacement chillers at the Municipal Center from Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors in the amount of \$393,748, 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	551,572	1,741,000	835,000	<b>3,127,572</b>
Encumbered/Expended Amount	-551,572	-351,958	0	<b>-903,530</b>
This Item	0	-393,748	0	<b>-393,748</b>
BALANCE	0	995,294	835,000	<b>1,830,294</b>
<b>FUND(S):    CAPITAL RESERVE FUND</b>				
<b>COMMENTS:</b> Funds are available in the 2013-14 CIP. This item, in the amount of \$393,748, will leave a current year balance of \$995,294 available for other repairs and improvements to Plano Municipal Center. <b>STRATEGIC PLAN GOAL:</b> Replacing building components that have reached the end of their useful life relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors in the amount of \$393,748, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Municipal Center (2014-205-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



# Memorandum

**Date:** July 7, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Municipal Center Chiller Replacement – Bid #2014-205-B

I have reviewed the bids submitted for the Municipal Center replacement of two (2) chillers. I recommend award to the apparent lowest, responsive, responsible bid submitted by Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors in the amount of \$393,748. A bid submitted by Gulf Energy System Inc. was deemed non-responsive for taking exception to the City's Terms and Conditions. Additional bids were received from Air Conditioning Innovative Solutions, Inc. for \$407,909, DMI Corp. dba Decker Mechanical for \$423,040 and Berger Engineering Company for \$424,403.

The two (2) chillers planned for replacement are at the end of their life expectancy and have deteriorated such that replacement is required to operate the air conditioning systems for the building.

The funds for the project are in Capital Reserve Account #54424.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha  
Todd Luxem  
Richard Sievert  
Matt Yager

# CITY OF PLANO

## BID NO. 2014-205-B MUNICIPAL CENTER CHILLER REPLACEMENT BID RECAP

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**Bid Opening Date/Time:** June 30, 2014 @ 1:00 PM

**Number of Vendors Notified:** 3012

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

**Number of Non-Responsive Bids:** 1

**Number of Responsive Bids Submitted:** 4

Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors	\$393,748
Air Conditioning Innovative Solutions, Inc.	\$407,909
DMI Corp. dba Decker Mechanical	\$423,040
Berger Engineering Company	\$424,403

**Recommended Vendor:**

Kahn Air Conditioning & Heating, a Texas Corporation dba Kahn Mechanical Contractors	\$393,748
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*Michael Parrish*

*July 1, 2014*

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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:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2014-204-B for the Parkway Operations Building Roof Replacement and Exterior Weatherproofing from Roof Management Services, Inc., in the amount of \$397,871, 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		23,234	820,000	0
Encumbered/Expended Amount		-23,234	-97,675	0
This Item		0	-397,871	0
BALANCE		0	324,454	0
<b>FUND(S):    CAPITAL RESERVE FUND</b>				
<b>COMMENTS:</b> Funds are included in the FY 2013-14 Capital Reserve Fund. This item, in the amount of \$397,871 will leave a balance of \$324,454 for other projects related to the maintenance and repair of the Parkway Operations Building.				
<b>STRATEGIC PLAN GOAL:</b> Repairing and replacing building components that are near the end of their useful life relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Roof Management Services, Inc., in the amount of \$397,871, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Parkway Operations (2014-204-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** July 7, 2014  
**To:** Michael Parrish, Sr. Buyer  
**From:** Richard Medlen, Facilities Maintenance Superintendent  
**Subject:** Parkway Operations Bldg Roof Replacement & Exterior Weatherproofing – Bid #2014-204-B

I have reviewed the bids submitted for the Parkway Operations Building Roof Replacement and Exterior Weatherproofing. I am recommending award to the apparent overall lowest, responsive, responsible bidder which is Roof Management Services, Inc., in the amount of \$397,871. Additional bids were received from Paragon Roofing, Inc., for \$410,600, Heritage One Roofing, Inc., for \$424,000, CS Advantage USAA, Inc., for \$431,000, J. Reynolds & Co. Inc., for \$437,179, Anchor Roofing Systems, for \$454,255, Supreme Systems, Inc., for \$485,000, KPost Company for \$501,970 and Chamberlin Dallas, LLC for \$513,500.

The current roofing system is 20 years old and has deteriorated such that replacement is required to prevent damage to the interior contents from probable future roof leaks.

The funding for the project is in the Capital Reserve Account #54484.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha  
Todd Luxem  
Paul Kunze  
Matt Yager  
Gerald Cosgrove

# CITY OF PLANO

## BID NO. 2014-204-B PARKWAY OPERATIONS BLDG ROOF REPLACEMENT AND EXTERIOR WEATHERPROOFING BID RECAP

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**Bid Opening Date/Time:** June 24, 2014 @ 1:00 PM

**Number of Vendors Notified:** 2026

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

**Number of Non-Responsive Bids:** 0

**Number of Responsive Bids Submitted:** 9

Roof Management Services, Inc.	\$397,871
Paragon Roofing, Inc.	\$410,600
Heritage One Roofing, Inc.	\$424,000
CS Advantage USAA, Inc.	\$431,000
J. Reynolds & Co. Inc.	\$437,179
Anchor Roofing Systems	\$454,255
Supreme Systems, Inc.	\$485,000
KPost Company	\$501,970
Chamberlin Dallas, LLC	\$513,500

**Recommended Vendor:**

Roof Management Services, Inc. \$397,871

*Michael Parrish*

*June 26, 2014*

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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:		7/28/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x 7376</b>				
<b>CAPTION</b>				
Bid No. 2014-254-B for the purchase of one (1) Dodge Ram 3500, 1-Ton Truck with a Flatbed Dump and one (1) Dodge Ram 4500 1-1/2-Ton Truck with a Flatbed Dump for the Fleet Services Department, to be utilized by the Parks and Recreation Department from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$84,052, 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	96,000	0	<b>96,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-84,052	0	<b>-84,052</b>
<b>BALANCE</b>	0	11,948	0	<b>11,948</b>
<b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) Dodge Ram 3500, 1-Ton Truck with a Flatbed and one (1) Dodge Ram 4500, 1-1/2-Ton Truck with a Flatbed for the scheduled replacements of units #98184 in Cost Center #644/Ground Maintenance Dist. #1 and unit #98183 in Cost Center 648/Ground Maintenance Dist. #1. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing one (1) Dodge Ram 3500, 1-Ton Truck with a Flatbed and one (1) Dodge Ram 4500, 1-1/2-Ton Truck with a Flatbed for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Fleet Services recommends the bid of Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep) in the amount of \$84,052, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by the Parks and Recreation Department. (Bid No. 2014-254-B)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Award Memo		NA		
Bid Recap				



# Memorandum

**Date:** June 27, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Flatbed Dump Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-254-B and recommends the purchase of one (1) Dodge Ram 3500, 1-Ton truck with flatbed dump and one (1) Dodge Ram 4500, 1-1/2-Ton truck with flatbed dump from Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep), the lowest responsive, responsible bidder, in the amount of \$84,052.00.

These vehicles are for the scheduled replacement of unit 98184 in Cost Center 644/Ground Maintenance Dist. #1 and unit 98183 in Cost Center 648/ Ground Maintenance Dist. #1, approved in the FY13-14 Equipment Replacement Fund. Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance and it would limit the Department in their capacity to maintain the City's Parks.

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

CITY OF PLANO

BID NO. 2014-254-B  
Regular Cab and Crew Cab with Dump Beds, Center Boxes, and Liftgates  
BID RECAP

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**Bid Opening Date/Time:** June 23, 2014 @ 3:00 pm

**Number of Vendors Notified:** 957

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

**Vendors Submitting "Partial Bids":** 1\*

**Number of Bids Submitted:** 4

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)	\$84,052.00
Randall Reeds Prestige Ford-Lincoln	\$85,700.00
Caldwell Country Automotive (aka Baby Jack II)	\$86,002.00
Reliable Chevrolet *	\$38,421.00

**Recommended Vendor:**

Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)	\$84,052.00
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*Lincoln Thompson*

*July 8, 2014*

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Lincoln Thompson  
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:		7/28/14			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Lincoln Thompson x 7376</b>					
<b>CAPTION</b>					
Bid No. 2014-186-C for a three (3) year contract with one (1) City optional three year renewal for Emergency Generator Maintenance to Waukesha-Pearce Industries, Inc. in the amount of \$211,955, 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>2013/14 thru 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	1,062,768	205,955	<b>1,268,723</b>
Encumbered/Expended Amount		0	-735,144	0	<b>-735,144</b>
This Item		0	-6,000	-205,955	<b>-211,955</b>
BALANCE		0	321,624	0	<b>321,624</b>
<b>FUND(S):    EQUIPMENT MAINTENANCE FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Equipment Maintenance Fund within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2013-14 is \$6,000. The estimated future amount is \$205,955, with the estimated amount to be spent in FY 2014-15 \$70,651, FY 2015-16 \$70,651 and FY 2016-17 \$64,653 annually, which will be made within approved budget appropriations. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Emergency Generator Maintenance service for the City of Plano Equipment Maintenance Fund relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
Fleet Services recommends the bid of Waukesha-Pearce Industries, Inc. in the amount of \$211,955, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. (Bid No. 2014-186-C)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo			NA		
Bid Recap					



# Memorandum

**Date:** June 18, 2014

**To:** Bruce D. Glasscock, City Manager

**From:** Reid Choate, Fleet Manager

**Subject:** Emergency Generator Maintenance Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-186-C and recommends award to Waukesha-Pearce Industries, Inc., the lowest responsive, responsible bidder, in the amount of \$70,651.67 per year for a three year total of \$211,955.00.

The base price for all preventative maintenance as specified is \$166,955.00 and an additional \$45,000.00 for additional services. Additional Services will consist of necessary repairs or component replacement required to maintain or restore the safe and reliable operation of the emergency standby systems on an as needed basis for three years. The initial term of this contract will be for three years with one City optional three year renewal.

The purpose for this contract is to establish a preventative maintenance program in order to provide maximum availability of the generators, increase generator life, and to minimize unscheduled repairs.

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

**CITY OF PLANO**  
**BID NO. 2014-186-C**  
**City Wide Generator Maintenance Program**  
**BID RECAP**

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**Bid Opening Date/Time:** May 30, 2014 @ 3:00 pm

**Number of Vendors Notified:** 2,784

**Vendors Submitting "No Bids":** 4

**Vendors Submitting "Partial Bids":** 1\*

**Number of Bids Submitted:** 6

Waukesha-Pearce Industries, Inc.	\$166,955.00
Clarke Power Generation	\$167,685.00
Loftin Equipment Company, Inc.	\$192,475.50
Clifford Power Systems	\$261,634.50
Cummins Southern Plains, LLC	\$336,874.00
Alturdyne Power Systems, LLC*	\$597,931.68

**Recommended Vendor:**

Waukesha-Pearce Industries, Inc.	\$166,955.00
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*Lincoln Thompson*

\_\_\_\_\_  
Lincoln Thompson  
Senior Buyer

*May 30, 2014*

\_\_\_\_\_  
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 28, 2014			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext: 7539</b>					
<b>CAPTION</b>					
Bid No. 2014-117-C for a one (1) year contract with three (3) City optional one (1) year renewals for Professional Food Services for the Plano Centre to Foodbellies, LLC for the annual estimated amount of \$74,000 in FY 2013-14, an estimated annual expenditure of \$150,000 for fiscal years 2014-15, \$165,000 for 2015-16, \$180,000 for 2016-17 and \$99,000 for 2017-18, 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>2013-14; 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		0	194,667	594,000	<b>788,667</b>
Encumbered/Expended Amount		0	-112,552	0	<b>-112,552</b>
This Item		0	-74,000	-594,000	<b>-668,000</b>
BALANCE		0	8,115	0	<b>8,115</b>
<b>FUND(S): CONVENTION AND TOURISM FUND</b>					
<b>COMMENTS:</b> This item approves price quotes for annual professional food services. The estimated FY 2013-14 expenditure for professional food services to be purchased from this contract for the remainder of FY 2013-14 is \$74,000. Future expenditures will be made by Plano Centre within the annual approved budget appropriations, at an estimated annual expenditure of \$150,000 for fiscal years 2014-15, \$165,000 for 2015-16, \$180,000 for 2016-17 and \$99,000 for 2017-18.					
<b>STRATEGIC PLAN GOAL:</b> Contracts for annual professional food services relates to the strategic goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Staff recommends the approval of a one (1) year contract with three (3) City optional one (1) year, renewals for Professional Food Services for the Plano Centre to Foodbellies, LLC for the annual estimated amount of \$74,000 in FY 2013-14, an estimated annual expenditure of \$150,000 for fiscal years 2014-15, \$165,000 for 2015-16, \$180,000 for 2016-17 and \$99,000 for 2017-18. Increased amounts in fiscal years are to account for anticipated growth in food and beverage events at Plano Centre.					



# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Award Memo, Bid Recap	Other Departments, Boards, Commissions or Agencies

**Date:** July 9, 2014  
**To:** Teresa Shelstad, Buyer  
**From:** Mark Jarrell, Plano Centre Manager  
**Subject:** Award Recommendation – 2014-117-C Professional Food Services

### Recommendation

Plano Centre recommends awarding the 2014-117-C Professional Food Services contract to Foodbellies, LLC. Foodbellies, LLC is the lowest responsive, responsible bidder. We believe they are capable of fully meeting the requirements of the contract as specified in the bid documentation.

### Contract Expenditure

The contract term is a maximum of four years, one year with three annual renewals at the City's discretion. The total award of this contract is estimated at \$668,000 anticipating exercising all contract option years for a full four-year term. FY 13-14 is estimated at \$74,000 (which is the full bid amount of \$66,784 plus an additional \$7,216 for potential growth this FY), FY 14-15 will be the first full year of the contract and is estimated at \$150,000. Based on an approximate 10% annual growth in food and beverage events at the Plano Centre, FY 15-16 is estimated at \$165,000 and FY 16-17 is estimated at \$180,000.

### Action Requested

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

### Justification

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

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

**CITY OF PLANO**

**BID NO. 2014-117-C  
Professional Food Services**

**BID RECAP**

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**Bid opening Date/Time:** February 25, 2014 @ 10am

**Number of Vendors Notified:** 2720

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

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

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

Foodbellies, LLC	\$66,784.05
Quick Staffing LLC	\$77,379.78
FW Services Inc.	\$69,414.60
SMB Services	\$83,733.00

**Recommended Vendors:**

Foodbellies, LLC	\$66,784.05
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*Teresa Shelstad*

*February 25, 2014*

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Teresa Shelstad  
Buyer I

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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 28, 2014			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Teresa Shelstad ext:7539</b>					
<b>CAPTION</b>					
Bid No. 2014-250-C for a one (1) year contract with (3) three city optional one (1) year renewals for the purchase of Chevrolet Automotive and Light Truck OEM Parts from Friendly Chevrolet for Inventory Control/ Asset Disposal to be used by the Fleet Services Department in the estimated annual amount of \$100,000 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>2013-14 thru 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,955,429	384,000	<b>2,339,429</b>	
Encumbered/Expended Amount	0	-1,722,014	0	<b>-1,722,014</b>	
This Item	0	-16,000	-384,000	<b>-400,000</b>	
<b>BALANCE</b>	<b>0</b>	<b>217,415</b>	<b>0</b>	<b>217,415</b>	
<b>FUND(S):    WAREHOUSE</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Warehouse Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent annually beginning in FY 2013-14 is \$16,000. The estimated future annual amount to be spent in FY 2014-15 is \$100,000, FY 2015-16 \$100,000, FY 2016-17 \$100,000 and FY 2017-18 \$84,000, 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 Original Equipment Manufacturer (OEM) Chevrolet repair/replacement parts for the repair of City equipment for Warehouse inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid of Friendly Chevrolet in the estimated annual amount of \$100,000, be accepted as the lowest responsive, responsible bid and conditioned upon timely execution of any necessary contract documents.					



# CITY OF PLANO COUNCIL AGENDA ITEM

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



# Memorandum

**Date:** June 13, 2014

**To:** Teresa Shelstad, Purchasing Buyer

**From:** Josh Mathewes, Inventory Control/Asset Disposal Supervisor

**Subject:** Award of Bid #2014-250-C Chevrolet Automobile & Light Truck OEM Parts

Based on inventory requirements and Fleet Services specifications Inventory Control/ Asset Disposal (ICAD) concurs with the Purchasing Staff recommendation to award the complete bid to Friendly Chevrolet; to obtain the greatest percentage off list pricing discount; in the estimated annual amount of \$100,000.

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. 2014-250-C**  
**Chevrolet Automotive & Light Truck OEM Parts**  
**BID RECAP**

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**Bid opening Date/Time:** June 6, 2014

**Number of Vendors Notified:** 373

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

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

**Number of Bids Submitted Responsive to Bid:** 2

<b><u>Vendor</u></b>	<b><u>Percentage Discount</u></b>
Friendly Chevrolet	38%
Freedom Dodge and Chevrolet	36%

**Recommended Vendor:**

Friendly Chevrolet	38%
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*Teresa Shelstad*

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

*June 30, 2014*

\_\_\_\_\_  
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:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
To approve the purchase and installation of a computerized signal system for Traffic Engineering in the amount of \$225,459 from Scientel Wireless, LLC through an existing contract and authorizing the City Manager to execute all necessary documents (HGAC Contract NO. CW10-09)				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		15,217	300,000	577,000
Encumbered/Expended Amount		-15,217	-834	0
This Item		0	-225,459	0
BALANCE		0	73,707	577,000
<b>FUND(S):    STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funds are available in the Street Improvement CIP. This item, in the amount of \$225,459, will leave a current year balance of \$73,707 available for further expenditures related to Plano's signal system.</p> <p><b>STRATEGIC PLAN GOAL:</b> Making improvements to traffic signal systems at 20 intersections relates to the City's goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the purchase and installation of a computerized signal system for Traffic Engineering from Scientel Wireless, LLC in the amount of \$225,459 through an existing contract/agreement with HGAC. Continuous traffic management and surveillance of an additional 20 traffic signals is needed in order to provide better traffic flow to the citizens of Plano. 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. (HGAC Contract No. CW10-09 / City of Plano Internal Contract No. 2014-300-O)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



# Memorandum

**Date:** July 17, 2014  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** Lloyd Neal, Transportation Engineering Manager  
**Subject:** Purchase of Wireless Network Upgrade for Traffic Management Center

On June 28, 2014 City Council approved Resolution #2014-6-5 (R), approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for funding and support for the 2014 Local Initiative Program (LIP) with Collin County and the Texas Commission on Environmental Quality; designating the Director of Engineering as being responsible for acting for and on behalf of the City of Plano in dealing with Collin County, and the Texas Commission on Environmental Quality for the purpose of participating in the 2014 Local Initiative Program; and providing an effective date.

Technology Services, in conjunction with Engineering, proposes purchasing hardware and installation services to increase the network connectivity to the City's Traffic Management Center and 20 networked traffic signal devices in close proximity to that facility. This increased network capacity at the City Traffic Management Center will allow for the 20 networked devices including traffic cameras, signal controller interconnection and wireless access points for the Motomesh wireless network.

Scientel Wireless, LLC has been providing support for the City of Plano's wireless network for the past seven years and is responsible for the daily maintenance of that network. Scientel Wireless LLC can provide the hardware and services described above under HGAC contract #CW10-09. A brand name justification memo was issued on 2/16/2010 requesting Scientel Wireless and Motorola as the sole providers for any services on this extensive and complex wireless network.

The total cost for this LIP project is \$225,459.00. This cost is broken down into \$112,729.50 for TCEQ Grant funding and \$112,729.50 Local Matching Funds.

Continuous traffic management and surveillance of an additional 20 traffic signals is needed in order to provide better traffic flow to the citizens of Plano.

cc: Jack Carr, Director of Engineering



# 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:		7/28/2014		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>				
<b>CAPTION</b>				
To approve the purchase of a Kenworth T370 Dump Truck for Fleet Services to be utilized by Public Works in the amount of \$98,871 from MHC Kenworth through an existing contract with TASB/BuyBoard and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	105,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-98,871	0
BALANCE		<b>0</b>	6,129	<b>0</b>
<b>FUND(S):            EQUIPMENT REPLACEMENT FUND</b>				
<b>COMMENTS:</b> Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) Kenworth T370 Dump Truck for the scheduled replacement of unit #00801 in Cost Center #471/Municipal Drainage. Remaining balance will be used for other Fleet and Equipment purchases.				
<b>STRATEGIC PLAN GOAL:</b> Providing one (1) Kenworth T370 Dump Truck for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Fleet Services recommends the purchase of a Kenworth T370 Dump Truck from MHC Kenworth utilizing TASB/Buyboard Contract No. 430-13, in the amount of \$98,871. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 430-13)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			N/A	



# Memorandum

**Date:** July 16, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** 12–14 Yard Dump Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Kenworth T370 Dump Truck from MHC Kenworth through the TASB/Buyboard contract # 430-13 in the amount of \$98,871.10.

In order to garner competition, Purchasing Division requested quotes from four vendors that hold cooperative purchasing contracts for Heavy Trucks and received quotes from two (2) vendors, (French-Ellison Truck Center and MHC Kenworth). Fleet and Purchasing also researched two (2) cooperative contracts (Buy Board & HGAC). After evaluating vendor quotes and cooperative contracts, it was determined that MHC Kenworth provided the City with the most competitive pricing.

This truck is for the scheduled replacement of unit 00801 in Cost Center 471/Municipal Drainage in the FY13-14 Equipment Replacement Fund.

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

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/28/2014			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>					
<b>CAPTION</b>					
To approve the purchase and installation of pavement marking materials from A & M Maintenance Services, Inc., for a one (1) year contract with four (4) City optional renewals, in the estimated annual amount of \$778,000 through an existing City of Richardson contract and authorizing the City Manager to execute all necessary documents. (City of Richardson Contract No. 49-14)					
<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>2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget			1,075,000	3,875,000	<b>4,950,000</b>
Encumbered/Expended Amount			-290,000	0	<b>-290,000</b>
This Item		0	-129,667	-3,760,333	<b>-3,890,000</b>
BALANCE		0	655,333	114,667	<b>770,000</b>
<b>FUND(S):     CAPITAL RESERVE CIP</b>					
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Capital Reserve CIP and are planned for future years. This item, which awards an annual contract of \$778,000 with four optional renewals for a total potential cost of \$3,890,000, would leave a balance of \$770,000 available in the future for other contracts related to pavement marking materials and parking lot striping. Future year expenditures will be made within Council approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Installing and maintaining pavement markings on Plano's streets and parking lots to aid drivers' travel relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the purchase and installation of pavement marking materials pursuant to unit prices in the estimated annual amount of \$778,000 from A & M Maintenance Services, Inc., for Public Works through an existing contract with The City of Richardson. 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. (City of Richardson Contract No. 49-14 / City of Plano Internal Contract No. 2014-185-I)					



# CITY OF PLANO COUNCIL AGENDA ITEM

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



# Memorandum

**Date:** July 3, 2014

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Robert Moore, Traffic Operations Superintendent

**Subject:** Installation and Maintenance of Raised Pavement Markers, Thermo Markings and Parking Lot Painting – Bid 2014-185-I

Public Works staff recommends an award to A & M Maintenance Services, Inc., for a cooperative bid with the City of Richardson (Bid No, 49-14). The estimated annual expenditure for this project is \$778,000.

If this contract is not awarded by City Council, dangerous public safety issues will be created for drivers traveling throughout the City of Plano due to lack of road lane dividing markers, pavement markings and parking lot markings. Public Works does not have the personnel or proper equipment to satisfy this need.

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

xc: David Falls, Public Works Operations Manager



# 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:		7/28/14			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$89,700 for design 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>2013-14, 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		535,449	3,436,965	1,400,000	<b>5,372,414</b>
Encumbered/Expended Amount		-535,449	-2,179,022	0	<b>-2,714,471</b>
This Item		0	-51,000	-38,700	<b>-89,700</b>
BALANCE		0	1,206,943	1,361,300	<b>2,568,243</b>
<b>FUND(S):    PARK IMPROVEMENTS CIP</b>					
<p><b>COMMENTS:</b> Funding is available in FY 2013-14 and planned for FY 2014-15 in the current CIP. This item, in the amount of \$89,700, will leave a project balance of \$2,568,243 for other expenditures related to connecting Plano's trails.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional design services for upcoming trail improvements relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</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, which will complete the trail connection between Russell Creek Park and Hoblitzelle Park.</p> <p>Jerry Parché Consulting Engineers is on the 2013-14 list of qualified consultants for Engineering Services. The total contract fee is \$89,700 which includes basic services, TDLR plan review, reimbursables, surveying, easement documents and civil engineering. The total fee is 10.4 percent of the total estimated construction budget of \$858,815. The fee is consistent with other park and engineering projects of this size and scope.</p>					
Project Location Map:					
<a href="http://goo.gl/maps/JoqrQ">http://goo.gl/maps/JoqrQ</a>					

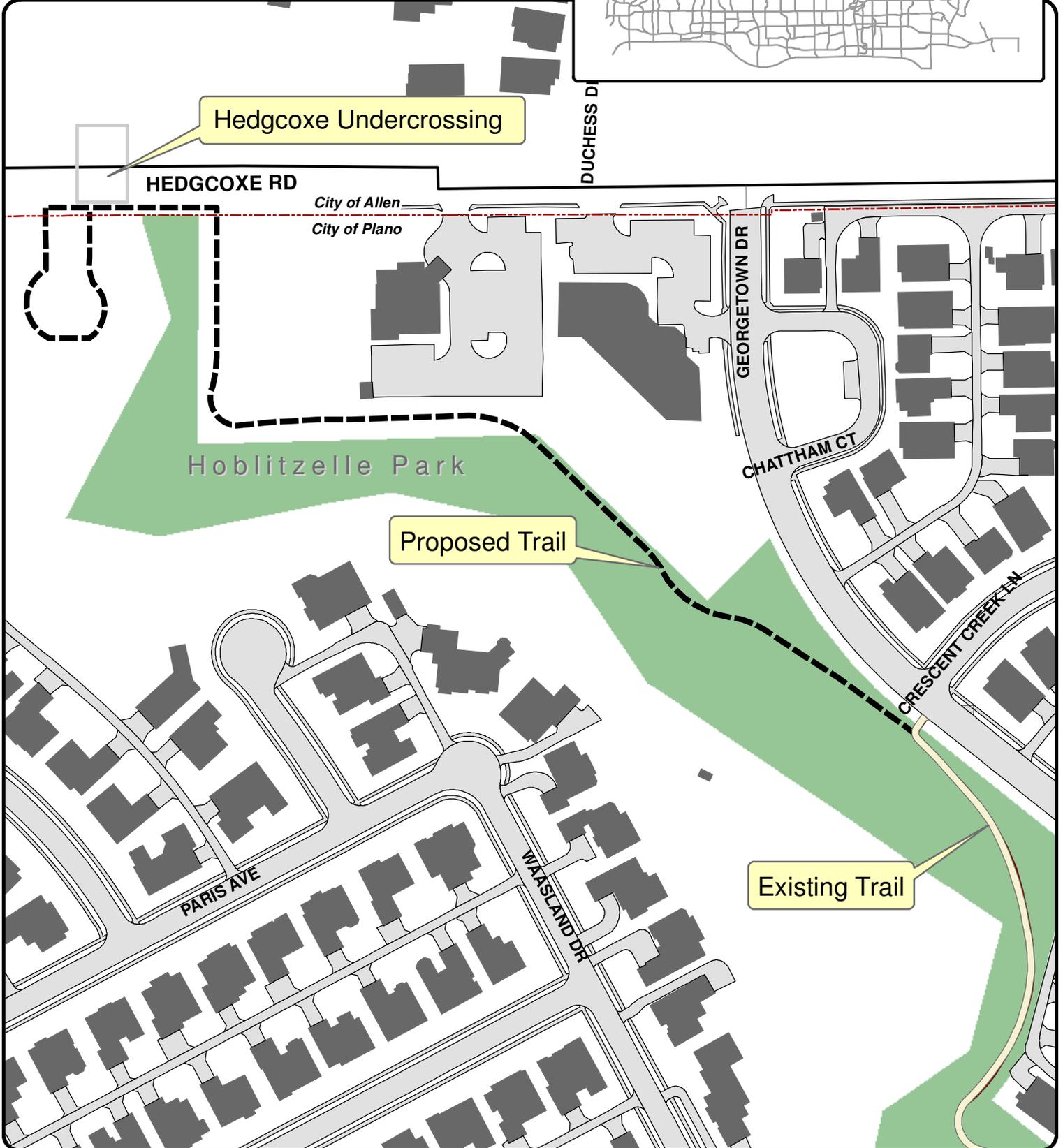
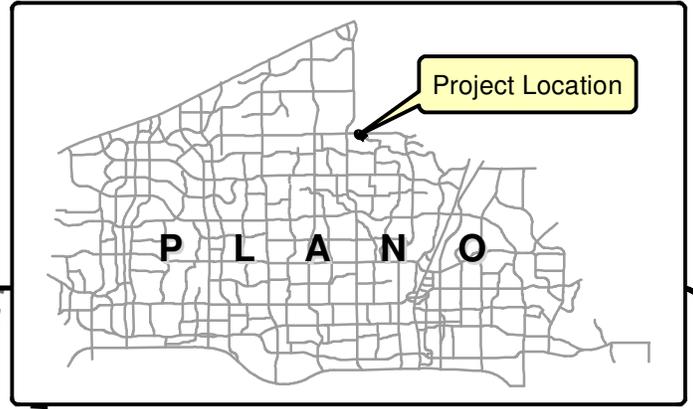


# CITY OF PLANO COUNCIL AGENDA ITEM

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

# Location Map

Hedcoxe Undercrossing  
Project # 6039.1



## HEDGCOXE UNDERCROSSING

PROJECT NO. 6039.1

### 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 PARCHÉ 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** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### I. Employment of the Engineer

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

#### II. Scope of Services

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

#### **VIII. Independent Contractor**

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

## **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
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 Parché Consulting Engineers  
Attn: Jerry Parché, 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:

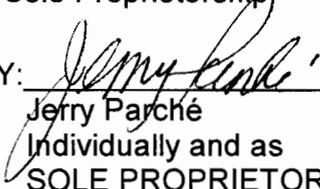
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**JERRY PARCHÉ CONSULTING  
ENGINEERS**

A Sole Proprietorship

DATE: 6-25-14

BY:   
Jerry Parché  
Individually and as  
SOLE PROPRIETOR

**CITY OF PLANO, TEXAS**

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

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

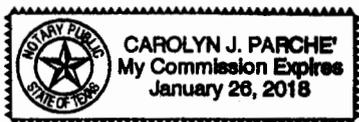
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 25 day of June, 2014, 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 \_\_\_\_\_, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Hoblitzelle Park Trail at Hedgecoxe Road**

**BASIC SERVICES**

**Pre-Design**

Site Visit

We will conduct a visit with City Staff to the site in order to familiarize ourselves with the site.

**Survey and Concept Study**

**Task CS-1 Survey and Plans Research**

1. We will prepare topographic and boundary surveys of areas being evaluated for the proposed trail alignment.
2. We will contact utility companies and obtain maps of their existing facilities in the project area.
3. We will research construction plans of existing improvements that may impact the proposed construction

**Task CS-2 Concept Study**

4. Based on survey data, we will prepare optional alignments for the trail in accordance with Designs 1, 2 or 3 shown on the attached exhibits.
5. We will prepare a grade for each optional trail alignment and determine extents and heights of retaining walls required for each.
6. Based on information determined in the geotechnical study, we will prepare preliminary structural design of retaining walls sufficient for preparing a cost estimate.
7. We will determine utility relocations and preliminary drainage design for each optional trail alignment sufficient for preparing a construction cost estimate. This shall be based on information provided by utility companies, surface reviews and surveys. Underground investigations are not included herein.
8. We will prepare construction quantities and a preliminary cost estimate for each optional trail alignment.

9. We will prepare an exhibit of each optional trail alignment and review the construction impacts, easement or right-of-way requirements, estimated costs and other issues with the City of Plano. We will coordinate with the city to select a final trail alignment for design and construction.

### **Plans, Specifications and Estimate**

#### **Task CE-1 Horizontal and Vertical Layout, Grading, Drainage and Structural Design**

1. We will prepare a dimension control plan providing the location of proposed improvements.
2. We will prepare a grading plan of the proposed improvements.
3. We will prepare a profile of the proposed trail.
4. We will prepare a Drainage Area Map and determine runoff quantities of areas draining towards the trail.
5. We will design stormwater collection and conveyance facilities to convey runoff to Russell Creek. This may include
  - A. Stormwater inlets to collect runoff prior to entering the trail and storm sewers to convey this runoff under the trail to Russell Creek.
  - B. Stormwater inlets to collect runoff on the trail and storm sewers to convey this runoff to Russell Creek.
6. We will prepare a Storm Water Pollution Prevention Plan (SWPPP), including an erosion control plan, for preventing discharge of pollutants into Russell Creek or tributaries during construction in accordance with City of Plano requirements.
7. We will prepare the structural design of proposed retaining walls and details, including stone facing, for the proposed trail.
8. We will submit the preliminary plans and construction cost estimate to the city.
9. We will meet with the City of Plano and review city comments on the preliminary plans.
10. We will revise the preliminary plans in accordance with city comments. We will prepare and submit final plans to the city.

11. We will coordinate with the Parks and Recreation Department for final approval of the plans and specifications.
12. We will provide one set of plans to utility companies having facilities in the vicinity of the proposed construction.

The plans will be sealed by Jerry Parche' Consulting Engineers, Registered Texas Professional Engineer.

**Task S-1      Specifications**

We will prepare a Bid Schedule (Proposal), contract documents and specifications for all improvements designed by our firm.

**Task C-1      Cost Estimates**

1. We will prepare quantities and an engineers preliminary opinion of probable construction cost with each submittal of preliminary plans.
2. We will prepare final quantities and a final cost estimate for construction of the proposed improvements.

**Coordination**

Jerry Parche' Consulting Engineers (JPCE) will coordinate with the City of Plano as necessary for the completion of the Work.

**Bid Phase Services**

1. We will assist the city in advertising for bids.
2. We will prepare plans and specifications for bidding.
3. We will distribute plans and contract documents to bidders.
4. We will answer questions from bidders and coordinate responses with the city.
5. We will attend the pre-bid meeting.
6. We will prepare addenda to the bid documents as necessary.
7. We will assist the city in opening bids and reviewing the bid results.

### **Construction Phase Services**

1. We will assist the city in conducting a Pre-Construction conference, if requested.
2. We will furnish eight sets of final construction plans and contract documents manual to the contractor.
3. We will review shop drawings for general compliance with the design intent.
4. We will visit the site during construction to answer questions or resolve issues as needed.
5. We will prepare and process change orders as requested by the City.
6. We will prepare a final review of the construction.

### **SPECIAL SERVICES**

#### **Easement or Right-of-Way Documents**

1. We will prepare a legal description and exhibit of areas to be acquired on each property as easements or right-of-way for the trail.
2. We will stake the easement corners on the ground if requested.

#### **Geotechnical Services**

We will prepare a geotechnical study to obtain information on soils in vicinity of the proposed construction.

#### **TDLR Review**

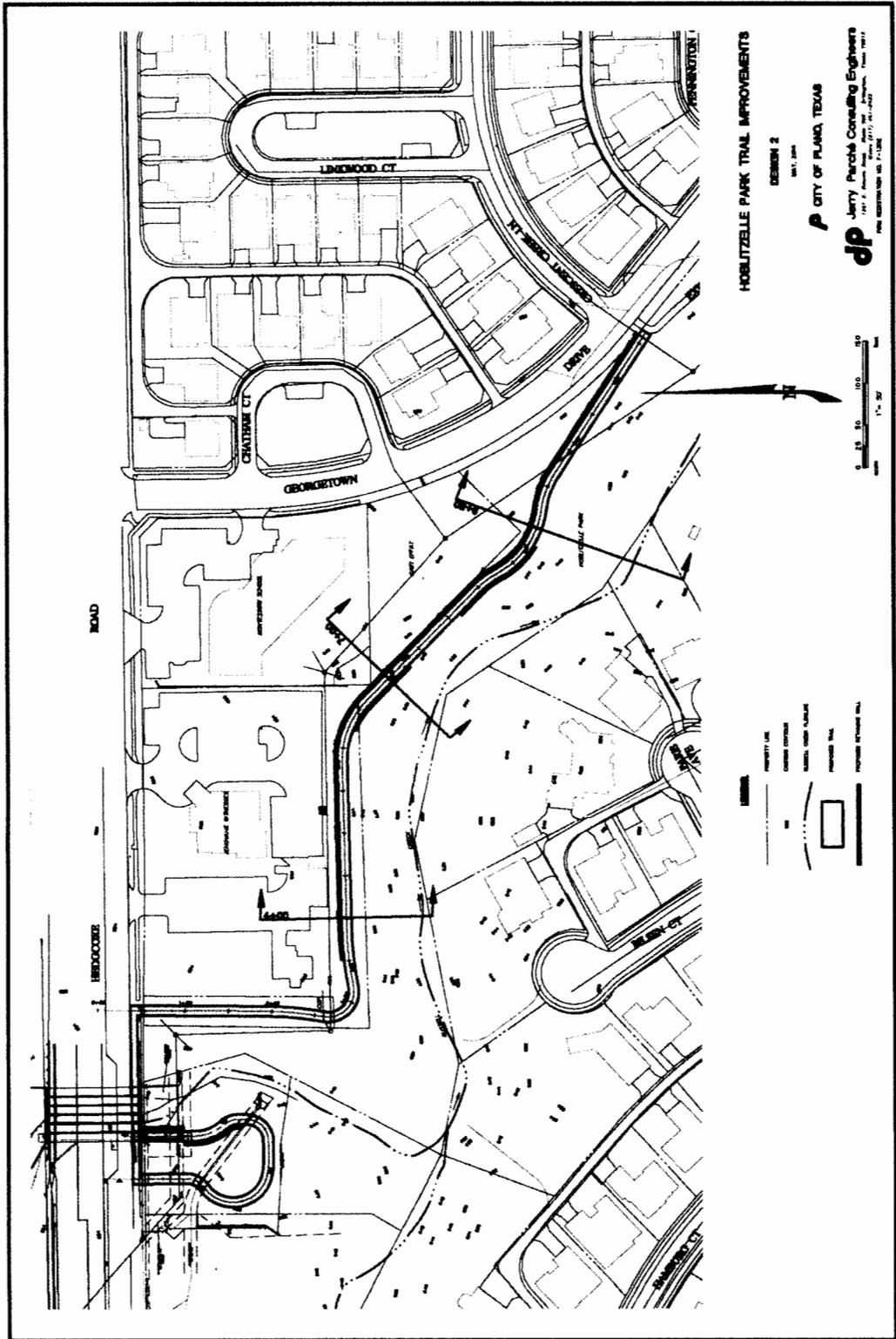
We will submit plans to an independent contractor for TDLR compliance. Fees for this review are included in this proposal. We will prepare design revisions if required to comply with TDLR requirements.

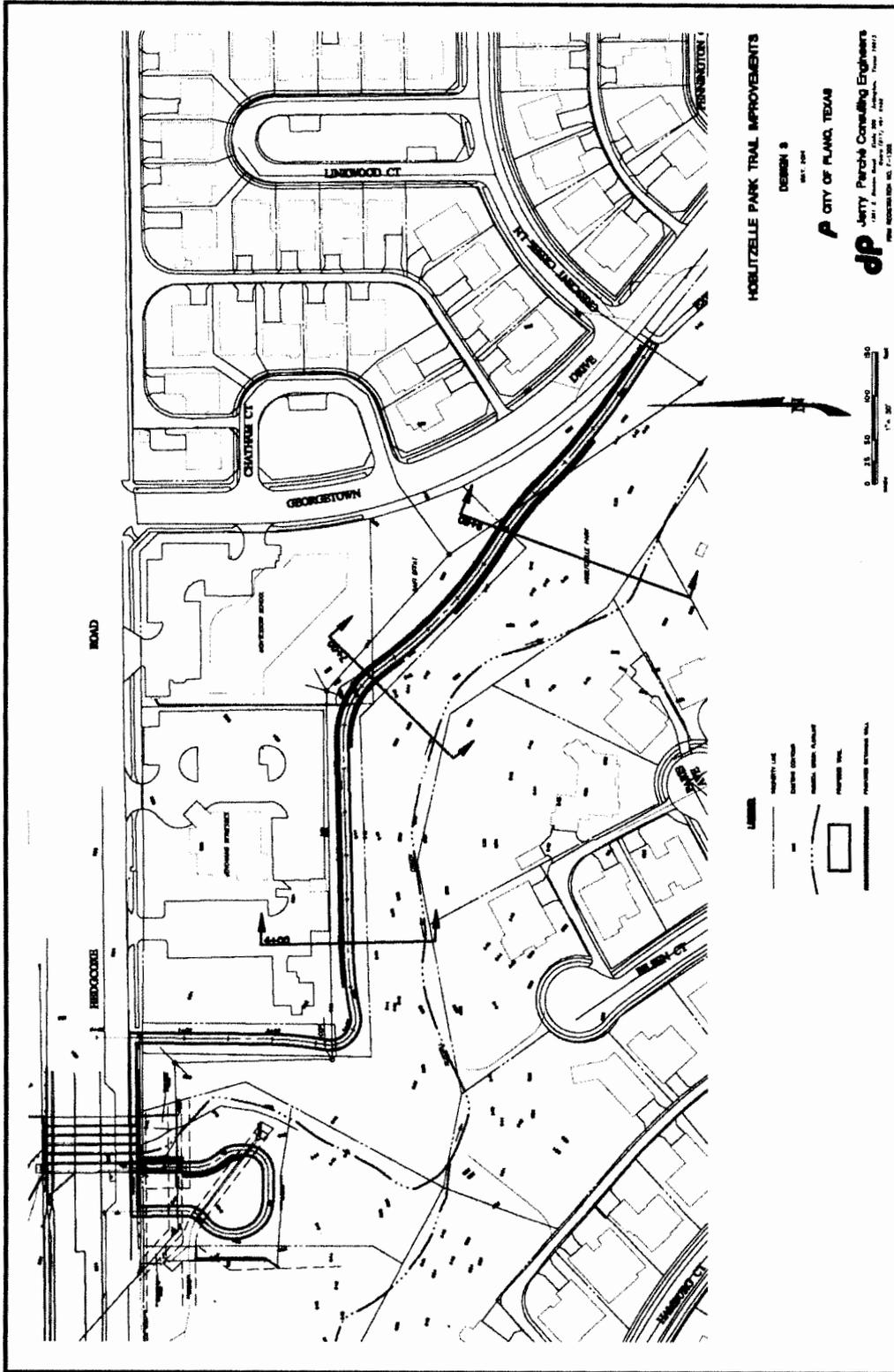
### **ADDITIONAL SERVICES**

The following items are excluded from this agreement, however, JPCE can provide these services under separate agreement on an hourly basis and/or agreed upon fee:

- A-1. Services to prepare a drainage map of Russell Creek watershed and a flood plain analysis to evaluate impacts of the proposed improvements.
- A-2. Services to evaluate jurisdictional areas and permitting options, prepare information for submittal to the Corps of engineers and other services for obtaining 404 permit authorization.
- A-3. Re-design and/or revising documents after receiving approval for a particular design or concept.
- A-4. Engineering for evaluation and design for contractor requested design revisions or for correction of construction errors and omissions.
- A-5. Payment of any fees not specified herein.
- A-6. Preparation of easements or metes and bounds descriptions and exhibits for releases, loan documentation, real estate sales transactions, or abandoning existing easements.
- A-7. Surveying for construction.
- A-8. Coordination or assistance with private or public gas, electric power, cable TV or telephone utility companies to extend or relocate existing facilities, except as specifically noted under Special Services.
- A-9. Coordination with any party other than the City of Plano, utility companies, and the contractor.
- A-10. Assistance as a consultant or expert witness in any discussions or litigation with third parties arising from the PROJECT.
- A-11. Any other services on the PROJECT which are required or requested which are not specifically included in the BASIC ENGINEERING SERVICES.







**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**Hoblitzelle Park Trail at Hedgecoxe Road**

**SCHEDULE**

Plans and specifications will be submitted according to the following schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Trail System Planner.

<b>Percentage of Completion</b>	<b>Date of Submittal</b>	<b>No. Plan Sets</b>
Survey and Concept Study	8 weeks	3
50% Plans(Schematic) and Estimate	8 weeks	3
90% Plans w/Specifications and Estimate	6 weeks	3
100% Plans, Specifications and Estimate	4 weeks	5

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.



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 Basic Services and 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 of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.)  
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.)

### Coverages Required

### Limits (Figures Denote Minimums)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$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                      | \$500,000 combined single limit<br>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<br>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<br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability                                       | \$ _____ BI & PD each occurrence   |





# CERTIFICATE OF LIABILITY INSURANCE

CR 223  
6/25/14

DATE (MM/DD/YYYY)  
6/25/2014

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

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

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Brian R Hadar	
	<b>PHONE (A/C, No. Ext):</b> (214) 503-1212	<b>FAX (A/C, No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Catlin Insurance Company <i>A</i>		19518
<b>INSURER B:</b> Travelers Lloyds Ins. Company <i>A++</i>		41262
<b>INSURER C:</b> Travelers Indemnity Co. of Am. <i>A++</i>		25666
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Jerry Parche Consulting Engineers  
 1301 S. Bowen Road, #300  
 Arlington TX 76013

**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 24255                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	PACP3899M404	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Ind't Contractors						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y	UB0063T478	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	<b>Professional Liability</b>	N	Y	AED-207204-0315	3/1/2014	3/1/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim \$ 1,000,000
							Annual Aggregate \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano including its elected and appointed officials, agents, volunteers, and employees are shown as an additional insured on the general liability coverage as required by contract. A waiver of subrogation is shown in favor of the City of Plano on the workers compensation policy. The general liability coverage is on a primary basis. RE: 6039.1 - Hedgecoxe Undercrossing

<b>CERTIFICATE HOLDER</b>  City of Plano  P. O. Box 860358  Plano TX 75086	<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 <i>Brian R. Hadar</i>



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Jerry Parché Consulting Engineers and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Jerry Parché 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."

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

Jerry Parché Consulting Engineers  
Name of Consultant

By:

*Jerry Parché*  
Signature

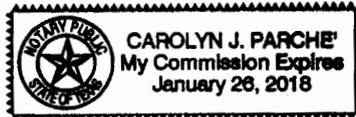
Jerry Parché  
Print Name

Owner  
Title

6/25/14  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

SUBSCRIBED AND SWORN TO before me this 25 day of June, 2014.



*Carolyn J. Parché*  
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:		7/28/14		
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 Dunaway Associates, L.P. in the amount of \$112,860 for a floodplain study at Oak Point Park and Nature Preserve 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,163,950	2,964,050	1,250,000	<b>5,378,000</b>
Encumbered/Expended Amount	-1,163,950	-1,760,898	0	<b>-2,924,848</b>
This Item	0	-112,860	0	<b>-112,860</b>
BALANCE	0	1,090,292	1,250,000	<b>2,340,292</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$112,860 will leave a current year balance of \$1,090,292 available for the 09 Oak Point Park Development project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Studying the Floodplain at Oak Point Park and Nature Preserve to protect lives and property at the park relates to the City's goal of Safe Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>A preliminary floodplain analysis was prepared when the previous improvements at Oak Point Park and Nature Preserve were constructed. Those improvements included the parking lot, pavilion, restrooms, and earthwork and drainage improvements in the large open space area south of the festival site. It was anticipated that a final flood study and the necessary documentation for submittal to FEMA would be completed once the nature and retreat center building was constructed. Now that the grading plans for the building have been completed and construction is moving forward, the final flood study, surveying of as built conditions and FEMA documentation can be prepared. The surveying and final flood study will provide baseline floodplain information for any future improvements at the park.</p> <p>Dunaway Associates is the engineering sub-consultant for the nature and retreat center building and has already prepared grading plans and a survey for the building area. Staff believes that it is in the best interest of the City to allow Dunaway to complete the flood study due to their current involvement in work at the park which</p>				

is needed in order to complete the flood study.

The fee of \$112,860 is consistent with other flood study projects that involve a large site such as Oak Point Park and Nature Preserve.

Project Location Map:

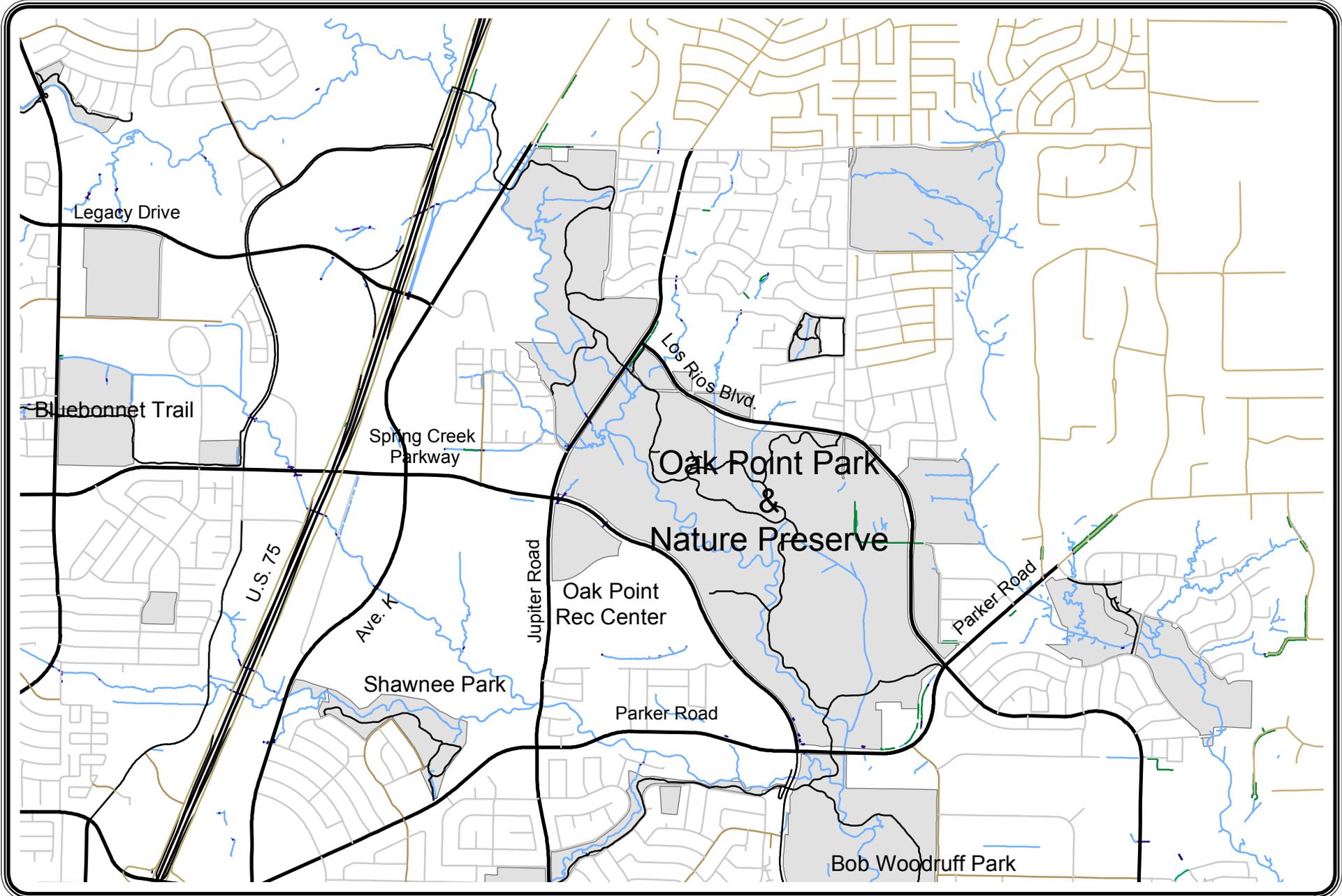
<http://goo.gl/maps/Xn6Fn>

List of Supporting Documents:

Location Map

Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies



# Oak Point Park & Nature Preserve - Floodplain Study

**OAK POINT PARK & NATURE PRESERVE – FLOODPLAIN STUDY**

**PROJECT NO. 6464**

**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 **DUNAWAY ASSOCIATES, L.P.**, a **TEXAS** Limited Partnership, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **OAK POINT PARK & NATURE PRESERVE – FLOODPLAIN STUDY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

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

#### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Parks Department  
Attn: Bill Dakin, ASLA  
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:

Dunaway Associates, L.P.  
Attn: Cuneyt Erbatur, Project Manager, Water Resources  
550 Bailey Avenue, Suite 400  
Fort Worth, TX 76107

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.

DATE: 6/29/14

**DUNAWAY ASSOCIATES, L.P.**  
A Texas Limited Partnership

BY:   
Tom S. Galbreath  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

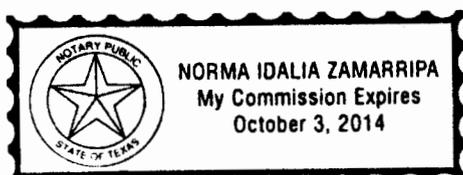
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24<sup>th</sup> day of June, 2014, by **TOM S. GALBREATH, PRESIDENT**, of **DUNAWAY ASSOCIATES, L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.



*Norma Zamarripa*  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN §

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

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

**EXHIBIT "A" – DETAILED SCOPE OF SERVICES**  
Floodplain Study for Oak Point Park – Plano, Texas

**TASK 1: RESEARCH & DATA COLLECTION**

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Preliminary Coordination – Dunaway will coordinate with Client at the beginning of the project to confirm the objectives of the project and to discuss the anticipated steps required to complete the project.

Site Visit – Dunaway will perform one (1) visit to the Project site to observe the existing conditions and to obtain a photographic record of the conditions at the site at the time of the visit.

Coordination with the City – Dunaway will coordinate with City of Plano Engineering and Parks & Recreation staff to discuss key issues related to the project. We will present information concerning this project to City staff members. It is expected that the City will request all digital data including, but not limited to topographic survey, hydraulic work maps, and hydraulic models from the Consultant that prepared the "Hydraulic Study of Rowlett Creek", dated August 16, 2007.

Effective Hydrologic & Hydraulic Models – Dunaway will request from FEMA a copy of the current effective hydrologic and hydraulic models of Rowlett Creek. The City of Plano will request the most up-to-date digital hydraulic model for Rowlett Creek from the Consultant who prepared the last hydraulic study for Rowlett Creek, dated August 16, 2007. The effective models will be the basis for comparison to pre-project conditions.

**TASK 2: TOPOGRAPHIC SURVEY**

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Topographic Survey – Dunaway will provide a topographic survey of the area defined in the attached Exhibit 'A.' One-foot interval contours will be developed based on the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The survey data will be based on the North American Datum 1983 (NAD83), Texas State Plane Coordinate System for North Central Texas, and the vertical datum shall be the North American Vertical Datum of 1988 (NAVD88). As owner of the property, the Client authorizes the surveyor to enter the property to conduct the survey.

**TASK 3: FLOODPLAIN ANALYSIS**

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Dunaway will perform a floodplain analysis in accordance with City of Plano standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). This floodplain analysis will be used as a basis to submit a request to the City of Plano for a floodplain development permit for construction within the floodplain area. The City will not allow construction to begin within areas designated as Special Flood Hazard Areas (SPFHA) until a floodplain development permit is obtained. Tasks associated with the floodplain analysis include:

## **EXHIBIT "A" – DETAILED SCOPE OF SERVICES**

### **Floodplain Study for Oak Point Park – Plano, Texas**

**Previous Study Hydraulic Model** – Dunaway will review the models developed for the previous Oak Point Park Study and utilize the existing conditions model as the pre-project base model. This model will be used to verify that the proposed grading improvements in the floodplain along the study limits will not cause a decrease in creek storage volume.

**Proposed Conditions Hydraulic Model** – Dunaway will utilize the corrected effective model developed as part of the previous Oak Point Park Study as the basis for the proposed conditions model. Dunaway will modify the corrected effective hydraulic model to reflect the previously constructed swale and the two (2) pedestrian bridges, proposed new grading improvements and a future pedestrian bridge.

- a. Compute the BFEs for the post-project conditions, and verify that there is no negative impact to adjoining properties due to the proposed improvements.
- b. Compute the channel velocities for the post-project conditions, and verify that there is no increase in channel velocities compared to the pre-project model due to the proposed improvements.
- c. Compute the proposed conditions total valley storage throughout the study limits. Several iterations of the proposed conditions grading and modeling may be required in order to satisfy the City's no loss of valley storage criteria.
- d. Develop a proposed conditions floodway model and delineate the revised floodway.

#### **Assumptions**

- It is assumed that the City will be able to obtain all of the digital files related to the previous Park Study.

#### **Deliverables**

- Three (3) copies of the flood study report summarizing the findings of the study will be provided to the City in high resolution PDF format.

### **TASK 4: FLOODPLAIN DEVELOPMENT PERMIT**

Dunaway will prepare a Floodplain Development Permit application to be submitted to the City of Plano. The application requires general information regarding the proposed construction, as well as specific information with respect to the anticipated impact on the floodplain. Items to be submitted with the application include:

**Application Form** – Dunaway will prepare the City of Plano Floodplain Development Permit application form.

**Hydrologic and Hydraulic Data** – Dunaway will assemble the necessary hydrologic and hydraulic data developed for the floodplain task.

## **EXHIBIT "A" – DETAILED SCOPE OF SERVICES**

### **Floodplain Study for Oak Point Park – Plano, Texas**

**Construction Plans** – A copy of the final proposed construction plans will be provided. Included in the construction plans to be submitted with the application will be:

- a. **Grading Plan** – The final grading plan for the project site showing the how the site is to be graded.
- b. **Swale Improvement** – The final construction drawings of the proposed swale improvement (if necessary) to compensate for a potential loss of valley storage due to the proposed fill in the floodplain.

**Submittal Follow-Up** – Dunaway will address review comments from the City of Plano staff associated with the floodplain development permit application submittal, if any.

#### **Assumptions**

- Ultimate developed conditions peak discharges generated by others will be utilized in this portion of the study.
- No hydrological modeling will be performed as part of this study.
- There will be one (1) set of review comments from the City that will be addressed prior to preparing the final LOMR submittal package.

#### **Deliverables**

- Two (2) hard copies of the Flood Study Report – one (1) copy for the Parks Department and one (1) copy for the Engineering Department. This will also be provided in high resolution PDF format.

### **TASK 5: LETTER OF MAP REVISION (LOMR)**

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Dunaway will prepare a submittal package to accompany a request to FEMA for a Letter of Map Revision (LOMR) to officially change the Flood Insurance Rate Map (FIRM), revising the floodplain maps to reflect the post-construction conditions. Items to be included in the LOMR submittal include:

**As-Built Survey** – Upon completion of the site grading, a topographic survey will be required to verify post-construction topography. The data collected in the as-built survey shall be used to update the contour data for the Project site.

**Hydraulic Data** – Dunaway will assemble the necessary hydraulic data developed for the floodplain study tasks.

- a. **Post-Project Hydraulic Model** – The as-built survey will be used to update the hydraulic model to reflect post-project site conditions.
- b. **Floodplain Delineation** – The post-project hydraulic model will be used to re-compute the floodplain elevations along Rowlett Creek within the project site. The

## **EXHIBIT "A" – DETAILED SCOPE OF SERVICES**

### **Floodplain Study for Oak Point Park – Plano, Texas**

post-project floodplain will be delineated using the as-built survey data and the original topographic (contour) data.

- c. **Floodway Delineation** – The post-project hydraulic model will be used to re-compute the floodway encroachment along Rowlett Creek within the project site. The post-project floodway will be delineated using the as-built survey data and the original topographic (contour) data.
- d. **Floodplain Report** – Dunaway will prepare an updated floodplain report that will combine the information prepared for the floodplain analyses (future developed flows and effective FEMA flows), updated to reflect the post-project conditions.

**LOMR Data** – Data to be included in the LOMR package includes the following:

- a. Appropriate FEMA MT-2 forms, including the Elevation Form and the Community Acknowledgement Form, Bridge/Culvert Form, updated to reflect the post-project conditions.
- b. As-Built drawings for the two (2) previously constructed pedestrian bridges.
- c. Copy of the Deed or Plat Map.
- d. Annotated copy of the effective FIRM panel.
- e. Documented Endangered Species Act Compliance.

**Letters to Affected Property Owners** – As required by FEMA, letters of notification shall be sent to all affected property owners. Copies of the letters will be included in the LOMR request submittal.

**Public Notice** – As required by FEMA, a public notice shall be published in a local newspaper describing the proposed revisions to the effective floodplain. A copy of the public notice will be included in the LOMR request submittal.

**Review and Processing Fee** – FEMA requires that a review and processing fee must be submitted for requests involving the placement of fill within the floodplain area. This fee would be paid by Client and is not included in the base scope of services. The current FEMA review fee associated with LOMRs of this type, as published in the *Federal Register*, dated December 14, 2009 is \$5,300. The FEMA review fees are subject to change and are outside of Dunaway's control.

It should be noted that there are typically long review times for FEMA to process LOMR requests, and the total time required to complete the process can take from six (6) to nine (9) months.

**City Review** – Dunaway will submit a draft copy of the LOMR submittal package to the City of Plano for review prior to submitting to FEMA for review and approval.

## **EXHIBIT "A" – DETAILED SCOPE OF SERVICES**

### Floodplain Study for Oak Point Park – Plano, Texas

LOMR Follow-Up – Dunaway will coordinate with FEMA during the LOMR review and respond to requests for clarification and/or additional information.

#### Assumptions

- There will be one (1) set of review comments from the City that will be addressed prior to preparing the final LOMR submittal package.
- There will be two (2) requests from FEMA for additional data during the LOMR review/approval process.

#### Deliverables

- Two (2) hard copies of the draft LOMR submittal package – one (1) copy for the Parks Department and one (1) copy for the Engineering Department for review. This will also be provided in high resolution PDF format.
- Three (3) hard copies of the final LOMR submittal package – one (1) copy for the Parks Department, one (1) copy for the Engineering Department, and one (1) to be forwarded to FEMA for review. This will also be provided in high resolution PDF format.

#### **ADDITIONAL SERVICES (not included in scope of services)**

The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Phase 1 and Phase 2 Environmental Site Assessments.
2. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
3. Redesign efforts related to site plan or building footprint changes after significant design efforts have begun are not included.
4. Surveying services such as boundary surveys and easements by separate instrument are not included unless specifically mentioned in the scope of work.
5. Design of off-site public utility extensions is not included unless specifically listed in the proposed scope of work.
6. Design of off-site paving improvements is not included unless specifically listed in the proposed scope of work.

**EXHIBIT "B" – SCHEDULE**

Floodplain Study for Oak Point Park – Plano, Texas

Task		Anticipated Duration
1	Research & Data Collection	1 week
2	Topographic Survey	3 weeks
3	Floodplain Analysis	3 weeks
4	Floodplain Development Permit	2 weeks
5	Letter of Map Revision (LOMR)	2 weeks

**Floodplain Study for Oak Point Park – Plano, TX**

**EXHIBIT "C" - FEE SCHEDULE**

	Basic Services	Special Services
<b>Reconnaissance and Data Collection</b>		
Preliminary Coordination	\$940	
Site Visit	\$1,000	
Coordination with City Staff	\$1,000	
Effective Hydrologic & Hydraulic Models Research & Review	\$3,180	
<b>Topographic Survey</b>		
Internal & Client Coordination	\$420	
Data Research; Field Preparation	\$760	
Recover and Establish Vertical Control	\$1,650	
Field Survey - Topographic	\$16,500	
Processing, Surface, Contours, Drafting, Etc.	\$4,920	
Final QC and Addressing of QC Comments	\$1,320	
Deliverable	\$470	
<b>Floodplain Analysis</b>		
Request Effective Model from City or Consultant	\$500	
Update Corrected Effective Hydraulic Model		
Revise effective cross sections that cross Property	\$4,140	
Run model to compute BFEs	\$500	
Proposed Conditions Hydraulic Model		
Modify sections to reflect proposed fill and cut at structures	\$4,200	
Determine excavation needed to achieve no loss in valley storage	\$6,280	
Run model to compute BFEs	\$1,000	
Check for channel velocities & adjust grading if necessary	\$2,200	
Run floodway model & map revised floodway	\$6,800	
Prepare Memorandum/Report	\$6,280	
<b>Floodplain Development Permit</b>		
Prepare FDP Application	\$570	
Hydraulic Studies	\$1,000	
Grading Plan	\$1,740	
Construction Plans	\$7,060	
<b>Letter of Map Revision</b>		
Prepare LOMR Application & Submit to FEMA (effective flows)	\$11,300	
Verify: no loss in valley storage, BFEs, building freeboard, velocities (future developed flows)	\$5,000	
Obtain As-Built Survey Data [per Survey Dept.]	\$5,000	
Prepare As-Built Pedestrian Bridge Data	\$3,680	

Endangered Species Act Compliance	\$400	
Obtain Plat/Deed from Client	\$150	
Prepare Annotated FIRM	\$700	
Obtain FEMA Review Fee From Client	\$150	
Address two rounds of comments with FEMA	\$10,620	
Reimbursables		\$1,430
	\$111,430	\$1,430

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
RECONNAISSANCE AND DATA COLLECTION	\$6,120	
TOPOGRAPHIC SURVEY	\$26,040	
FLOODPLAIN ANALYSIS	\$31,900	
FLOODPLAIN DEVELOPMENT PERMIT	\$10,370	
LETTER OF MAP REVISION	\$37,000	
REIMBURSABLES		\$1,430
<b>SUBTOTAL NOT-TO-EXCEED FEE</b>	<b>\$111,430</b>	<b>\$1,430</b>

**TOTAL**

**\$112,860**

**Hourly Invoicing Rates - 2014**  
**Civil Engineering and Land Surveying Services**

<u>Category</u>	<u>Rate</u>
Senior Principal	\$195
Department Head	\$170
Project Manager/Project Engineer	\$150
Engineer-in-Training	\$100
CADD Technician	\$95
Administrative Assistant	\$85
Registered Professional Land Surveyor	\$140
Survey CADD Technician	\$95
Two-Man Crew	\$165

**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 Pools, 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.)

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)  
6/13/2014

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

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

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT</b> NAME: Joe A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:
<b>INSURED</b> Dunaway Associates, LP 550 Bailey Avenue Suite 400 Fort Worth TX 76107	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Indemnity Co. of Amer. NAIC # 25666 INSURER B: Catlin Insurance Company, Inc. 19518 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 25469 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS COM/PROP AGG \$
	POLICY PRO JECT LOC					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	CLAIMS MADE				AGGREGATE \$
	DED RETENTIONS					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		UB3928T484	6/16/2014	6/16/2015	X WC STATU TORY LIMITS OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE POLICY LIMIT \$ 1,000,000
B	<b>Professional Liability</b>	N Y	AED-202046-0415	4/28/2014	4/28/2015	Per Claim \$ 3,000,000
						Annual Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. A waiver of subrogation is in favor of the certificate holder on all policies.

RE: Flood Plain Study for Oak Point Park

<b>CERTIFICATE HOLDER</b> City of Plano Parks and Recreation Attn: Bill Dakin 1409 K Avenue Plano TX 75074	<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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2014

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc 500 W. 13th Street Fort Worth TX 76102		<b>CONTACT NAME:</b> Amanda Villanueva <b>PHONE (A/C, No, Ext):</b> 800-728-2374 <b>FAX (A/C, No):</b> 817-347-6981 <b>E-MAIL:</b> avillanueva@higginbotham.net <b>ADDRESS:</b> avillanueva@higginbotham.net	
<b>INSURED</b> Dunaway Associates LP 550 Bailey Ave, #400 Fort Worth TX 76107		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: State Automobile Mutual Ins Co.      25135 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 190120064      REVISION NUMBER:

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

INSR STR	TYPE OF INSURANCE	ADGL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LimitedCont Liab		BOP275400601	6/16/2014	6/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP2382981	6/16/2014	6/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB      CLAIMS-MADE DED      RETENTION \$		CX5211863901	6/16/2014	6/16/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				WORKERS COMPENSATION - STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Equipment		BOP275400601	6/16/2014	6/16/2015	See Schedule Below Ded \$1,000 ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL includes completed operations) and a blanket waiver of subrogation endorsement to the certificate holders only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status  
See Attached...

<b>CERTIFICATE HOLDER</b>  City of Plano Parks and Recreation Attn: Bill Dakin 1409 K Avenue Plano TX 75074	<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 
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ACORD 25 (2010/05)      The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: DUNAW22

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Dunaway Associates LP 550 Bailey Ave, #400 Fort Worth TX 76107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form.  
RE: Floodplain study for Oak Point Park

ACORD 101 (2008/01)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

Dunaway Associates, L.P.

Name of Consultant

By:

*Tom Galbreath*

Signature

Tom Galbreath

Print Name

President

Title

6/29/14

Date

STATE OF TEXAS

§

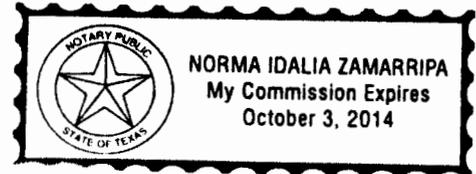
COUNTY OF TARRANT

§

§

SUBSCRIBED AND SWORN TO before me this 24th day of June, 2014.

*Norma Zamarripa*  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

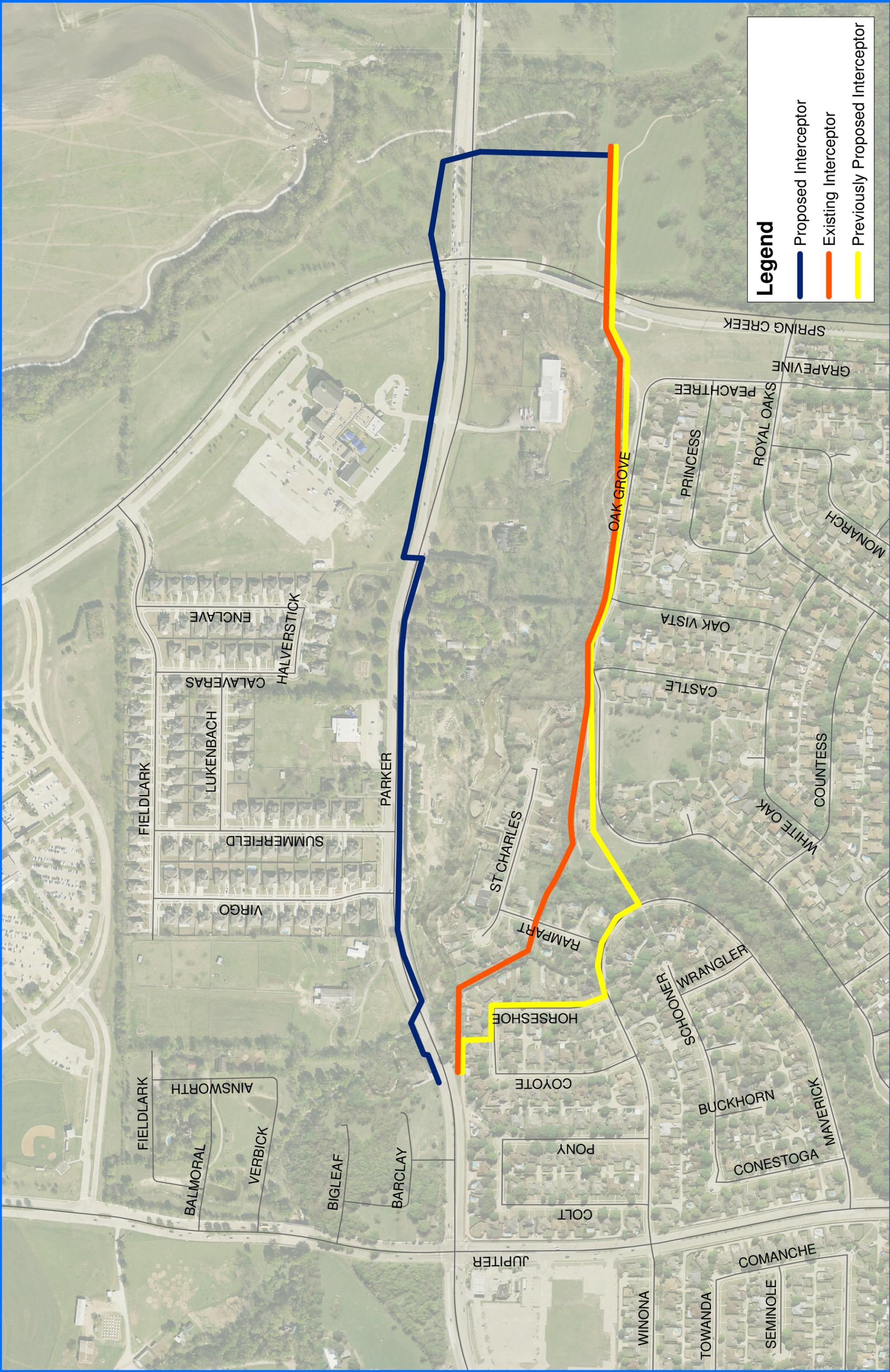
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		Engineering		
Department Head		Jack Carr, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6345
<b>CAPTION</b>				
<p>To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the additional design requirements of Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project in the amount of \$154,260 from Half Associates, Inc., and to authorize the City Manager or his designee to execute all related documents.</p>				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	600,000	3,617,000	<b>4,217,000</b>
Encumbered/Expended Amount	0	-404,700	0	<b>-404,700</b>
This Item	0	-154,260	0	<b>-154,260</b>
<b>BALANCE</b>	<b>0</b>	<b>41,040</b>	<b>3,617,000</b>	<b>3,658,040</b>
<b>FUND(S):    SEWER CIP</b>				
<p><b>COMMENTS:</b> Funding for this contract modification is available in the current CIP. This item, in the amount of \$154,260, will leave a current year balance of \$41,040 available for other work associated with the Brown Branch Sewer Line project.</p>				
<p><b>STRATEGIC PLAN GOAL:</b> Improving the capacity of sewer lines relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Additional engineering design services in the amount of \$154,260 are necessary to complete the construction documents for the Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project.</p> <p>This modification will authorize the survey and design of approximately 4,400 Linear Feet (LF) of sewer interceptor along Parker Road and 800 LF of sewer interceptor within Bob Woodruff Park, parallel to the existing Rowlett Creek interceptor. This revision to the alignment will reduce the disruption to the neighborhood on the south side of Parker Road, west of Spring Creek Parkway.</p> <p>The original contract amount was \$404,700. The revised contract amount is \$558,960. The Engineering Department is seeking City Council approval of this first modification because the increase exceeds \$50,000.00 and exceeds 25% of the original contract amount.</p>				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<https://maps.google.com/maps?q=Oak+Grove+Drive+and+Winona+Drive+City+of+Plano,+TX&hl=en&ll=33.221419,-96.975443&sspn=0.012332,0.022724&t=h&hq=Oak+Grove+Drive+and&hnear=Winona+Dr,+Plano,+Texas+75074&z=16>

List of Supporting Documents: Location Map; Contract Modification No. 1	Other Departments, Boards, Commissions or Agencies N/A
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**Legend**

- Proposed Interceptor
- Existing Interceptor
- Previously Proposed Interceptor

**CONTRACT MODIFICATION NO. 1**

**BROWN BRANCH 18-INCH AND 15-INCH SANITARY SEWER INTERCEPTOR  
CAPACITY IMPROVEMENTS  
PROJECT NO.6345**

**PURCHASE ORDER NO. 104507  
CIP NO. 46691**

This shall serve as a **FIRST** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **HALFF ASSOCIATES, INC.** (hereinafter "Consultant"), dated October 16, 2013, for Professional Engineering Services for the referenced project (hereinafter "Project").

**Services:**

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

Survey and design of approximately 4,400 Linear Feet (LF) of a new sewer interceptor alignment along Parker Road and 800 LF of the new interceptor within Bob Woodruff Park parallel to the existing Rowlett Creek interceptor. This new alignment will help avoid the construction of new sewer interceptor within the established neighborhood on the south side of Parker Road, west of Spring Creek Parkway.

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$154,260. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	\$	<u>404,700.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>404,700.00</u>
Amount, Modification No. 1	\$	<u>154,260.00</u>
Revised Contract Amount	\$	<u><u>558,960.00</u></u>
Total Percent Increase Including Previous Modifications		<u>38.12%</u>

**Authority to Sign:**

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

CITY OF PLANO  
OWNER

By: \_\_\_\_\_

(signature)

Print

Name: Bruce D. Glasscock

Print

Title: City Manager

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

HALFF ASSOCIATES, INC.

CONSULTANT

By:  \_\_\_\_\_

(signature)

Print

Name: Patrick Lee Acker, P.E., RPLS

Print

Title: Vice President

Date: 6/20/2014

APPROVED AS TO FORM

By: \_\_\_\_\_

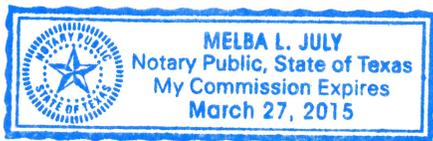
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

This instrument was acknowledged before me on the 20<sup>TH</sup> day of JUNE, 2014, by **PATRICK LEE ACKER, P.E., RPLS, VICE PRESIDENT of HALFF ASSOCIATES, INC.**, a Texas corporation, on behalf of said corporation.



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

**STATE OF TEXAS**

**COUNTY OF COLLIN**

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

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



**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:		7/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6164
<b>CAPTION</b>				
To Jim Bowman Construction Co., LP, increasing the contract by \$154,139 for the Greenhollow Estates Waterline Rehabilitation project, Change Order No. 1. Original Bid No. 2013-148-B.				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	262,445	2,105,000	0	<b>2,367,445</b>
Encumbered/Expended Amount	-262,445	-1,924,285	0	<b>-2,186,730</b>
This Item	0	-154,139	0	<b>-154,139</b>
BALANCE	0	26,576	0	<b>26,576</b>
<b>FUND(S):    WATER CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2013-14 Water CIP. This item, in the amount of \$154,139, will leave a current year fund balance of \$26,576 for expenses related to the Greenhollow Estates Waterline Rehabilitation project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Amending existing contracts to include facilities and services necessary for the proper functioning of Plano's water system relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Change Order, in the amount of \$154,138.92, is for a change in water meter box sizes as requested by Public Works, for revisions in water service materials to conform to recent changes in state law, and to remove and replace additional street and sidewalk paving.</p> <p>Staff recommends approval of this Change Order No. 1. The contract total will be \$2,243,514.22, which includes this change order amount, and adds 7.38% to the cost of the contract. The original contract amount is \$2,089,375.30.</p> <p><a href="https://maps.google.com/maps?q=alma+drive+%26+clinton+road+plano+tx&amp;hnear=Alma+Dr+%26+Clinton+Dr,+Plano,+Texas&amp;gl=us&amp;t=m&amp;z=16">https://maps.google.com/maps?q=alma+drive+%26+clinton+road+plano+tx&amp;hnear=Alma+Dr+%26+Clinton+Dr,+Plano,+Texas&amp;gl=us&amp;t=m&amp;z=16</a></p> <p><a href="https://maps.google.com/maps?q=oswego+%26+covered+wagon+plano+tx&amp;hl=en&amp;sl=33.035424,-96.716303&amp;sspn=0.014895,0.033023&amp;gl=us&amp;hnear=Oswego+Dr+%26+Covered+Wagon+Dr,+Plano,+Texas+75074&amp;t=m&amp;z=17">https://maps.google.com/maps?q=oswego+%26+covered+wagon+plano+tx&amp;hl=en&amp;sl=33.035424,-96.716303&amp;sspn=0.014895,0.033023&amp;gl=us&amp;hnear=Oswego+Dr+%26+Covered+Wagon+Dr,+Plano,+Texas+75074&amp;t=m&amp;z=17</a></p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Maps; Change Order No. 1		N/A		

PARKER RD

PIMERNEL LN LN

CALADY LN LN

# Greenhollow Estates Waterline Rehabilitation - Project No. 6164

Map 1 of 2



LEDON LN

UNIVERSITY DR

KESTREAM DR

GREENPARK DR

SPRING VIEW LN

LAKEWAY DR

CREEKFIELD DR

LAKE RIDGE DR

PARKVIEW LN

ORLANDO DR

ALMA DR

MILLSTREAM DR

MARIPOSA CIR

MARIPOSA CIR

REVERE CIR

ORLANDO CIR

REDONDO CIR

RAYWOOD CIR

GREYLYN DR

TREYBURN CT

ENTERPRISE DR

CORNER

ZINNIA CT

THYMI CT

THUND

PREMIER DR

LEXINGTON DR

DRUID DR

MELLVILLE DR

CLINTON DR

PEBBLE VALE DR

INGLESIDE DR

EDMONTON DR

WYNNPAGE LN

ASHBURN PL

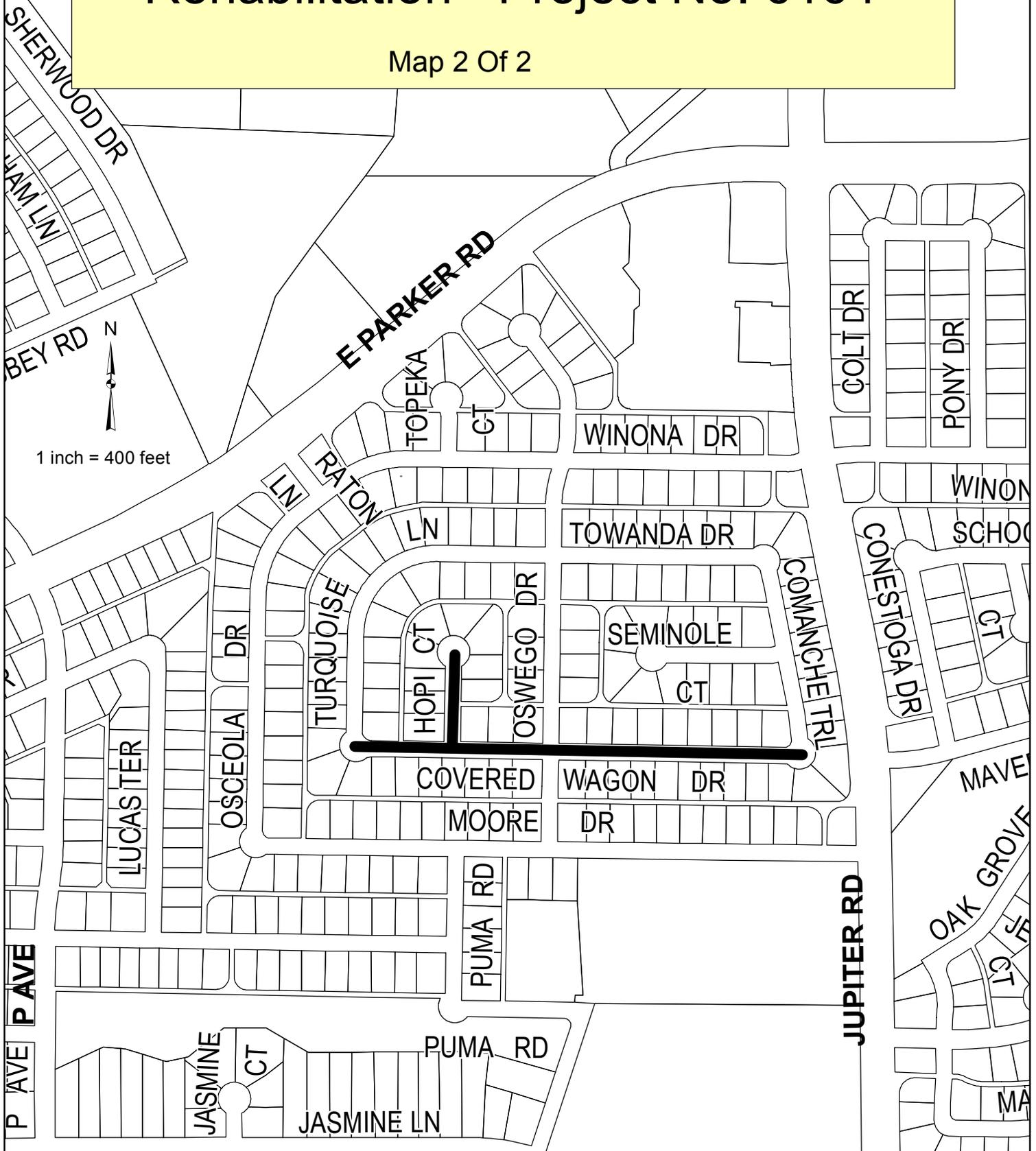
CHESHIRE DR

GREENCASTLE LN

PREMIER DR

# Greenhollow Estates Waterline Rehabilitation - Project No. 6164

Map 2 Of 2



1 inch = 400 feet

**CHANGE ORDER NO. 1**

**GREENHOLLOW ESTATES WATERLINE REHABILITATION**

**PROJECT NO. 6164**

**PURCHASE ORDER NO. 104375**

**CIP NO. 68979**

**BID NO. 2013-148-B**

**A. INTENT OF CHANGE ORDER**

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION CO., LP** for the **GREENHOLLOW ESTATES WATERLINE REHABILITATION** project, dated May 13, 2013.

**B. DESCRIPTION OF CHANGE**

Delete some of the water services in the contract and insert water services that are all copper, in order to comply with new state law that went into effect January 1, 2014.

Remove and replace additional street paving on Druid Drive, Mellville Drive, Clinton Drive, Mariposa Circle and Orlando Circle.

Add additional sidewalk paving at multiple locations

Add 2-1.5" water services in the Alma Drive median

Delete the 12" meter boxes originally bid by the contractor and insert 18" meter boxes as requested by the Public Works department.

Remove and replace 2 -10' Inlet tops.

Item No.	Item Description	Original Quantity	Revised Quantity	Unit	Unit Price \$	Amount of Change \$
119	1" Short Water Service w/12" meter box	77	15	EA	674.00	-41,788.00
120	1" Long Water Service w/12" meter box	114	26	EA	940.00	-82,720.00
121	2" Short Water Service	3	1	EA	2,125.00	-4,250.00
123	Remove Concrete Street Paving	18,363	20,800	SY	7.25	+17,668.25
124	Install 6" Concrete Street Paving	12,053	14,500	SY	40.15	+98,247.05
129	Sidewalk Paving	3,399	3,740	SY	31.50	+10,741.50
148	1.5" Water Service	0	2	EA	2,125.00	+5,500.00
149	18" Meter Boxes	0	41	EA	35.50	+1,455.50
150	1" Short All Copper Water Service w/18" meter box	0	62	EA	748.43	+46,402.66
151	1" Long All Copper Water Service w/18" meter box	0	88	EA	1014.43	+89,269.84
152	2" All Copper Water Service	0	2	EA	2356.06	+4,712.12
153	Remove and replace 10' Inlet Top	0	2	EA	4,450.00	+8,900.00
	<b>TOTAL CHANGE ORDER</b>					<b>+154,138.92</b>

C. EFFECT OF CHANGE

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

Original Contract Amount	\$ 2,089,375.30
Contract Amount (Including Previous Change Orders)	\$ 2,089,375.30
<b>Amount, Change Order No. 1</b>	<b>\$ 154,138.92</b>
<b>Revised Contract Amount</b>	<b>\$ 2,243,514.22</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>7.38%</b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **15** days to this project:

Original Contract Time	<u>150 working days</u>
Amount (Including Previous Change Orders)	<u>150 working days</u>
<b>Amount, Change Order No. 1</b>	<u>15 working days</u>
<b>Revised Contract Time</b>	<u>165 working days</u>
<b>Total Percent Increase Including Previous Change Orders</b>	<u>10.00%</u>

E. AGREEMENT

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

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION CO., LP**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated May 13, 2013.

F. AUTHORITY TO SIGN

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

**OWNER:**  
**CITY OF PLANO**

**CONTRACTOR:**  
**JIM BOWMAN CONSTRUCTION CO., L.P.,  
A TEXAS LIMITED PARTNERSHIP**

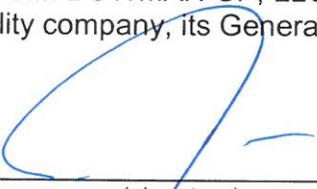
BY: JIM BOWMAN GP, LLC, a Texas limited liability company, its General Partner

By: \_\_\_\_\_  
(signature)

Print  
Name: **BRUCE D. GLASSCOCK**

Print  
Title: **CITY MANAGER**

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

By:  \_\_\_\_\_  
(signature)

Print  
Name: **JIM BOWMAN**

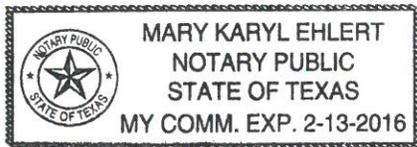
Print  
Title: **SOLE MANAGER**

Date: 7-3-14

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of July, 2014, by **JIM BOWMAN, SOLE MANAGER** of **JIM BOWMAN GP, L.L.C.**, a Texas Limited Liability Company, General Partner of **JIM BOWMAN CONSTRUCTION CO., L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.



*Mary Karyl Ehlert*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 28, 2014		
Department:		Public Works Environmental Waste		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Tiffany Stephens x4264</b>				
<b>CAPTION</b>				
<b>To ratify the expenditure in the amount of \$104,425 for debris collection by temporary labor services resulting from the December 6, 2013 ice storm and authorizing the City Manager to execute all necessary documents.</b>				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	579,500	0	<b>579,500</b>
Encumbered/Expended Amount	0	-475,075	0	<b>-475,075</b>
This Item	0	-104,425	0	<b>-104,425</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<b>COMMENTS:</b> This item approves the ratification of temporary labor expenditure related to the Environmental Waste Services response of the December 6, 2013, ice storm. A funding transfer of \$104,425 from the City of Plano's Disaster Relief Fund to the Environmental Waste Services Fund is being requested for approval.				
<b>STRATEGIC PLAN GOAL:</b> Contracts for temporary labor relates to the strategic goal of Financially Strong City with Service Excellence				
<b>SUMMARY OF ITEM</b>				
To ratify the additional expenditure of \$104,425 for Temporary Labor Services for Environmental Waste Collections due to December 6, 2013, ice storm.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				



# Memorandum

**Date:** July 2, 2014

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**Through:** Karen Rhodes, Budget and Research Director

**From:** Robert Smouse, Environmental Waste Services Manager

**Subject:** Request for Ratification of Temporary Labor Expenditure

This memo is in response to the December 6, 2013, ice storm clean-up efforts when the Environmental Waste Services division incurred \$104,425.02 in additional expenditures associated with temporary labor services. Unforeseen damages from the ice storm demanded the emergency response in collecting over 9,700 tons of tree limbs and brush, a 50.3 percent increase in tonnage collected above the same time period as the previous year. The associated expenditures were originally paid from the 2013-14 EWS division budget; however, we are now requesting City Council's approval to ratify the expenditure be transferred from the City's Disaster Relief Fund to the EWS budget.

Below is a comparison summary of the related monthly expenditures and collected tons, total increases for the four (4) month clean-up effort.

December 6th Ice Storm					
	Total Pay	Tons		Total Pay	Tons
<b>Dec '12</b>	\$ 23,803.45	1577.11	<b>Dec '13</b>	\$ 72,681.93	3657.58
<b>Jan '13</b>	\$ 27,881.34	1466.07	<b>Jan '14</b>	\$ 75,906.47	2847.73
<b>Feb '13</b>	\$ 29,868.73	1378.45	<b>Feb '14</b>	\$ 36,279.93	1275.84
<b>Mar '13</b>	\$ 39,143.20	2090.74	<b>Mar '14</b>	\$ 40,253.40	2010.09
	<b>\$120,696.71</b>	<b>6512.37</b>		<b>\$ 225,121.73</b>	<b>9791.24</b>
			<b>Expenditure Increase</b>	<b>\$ 104,425.02</b>	<b>3278.87</b>
			<b>Increase Percentage</b>	<b>86.5%</b>	<b>50.3%</b>

cc: Gerald Cosgrove, Public Works Director  
Allison Friloux, Controller



# 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 28, 2014		
Department:		Public Works - Environmental Waste Services		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>				
<b>CAPTION</b>				
To correct an administrative error for the initial term for an additional amount of \$158,425, for the renewals for an additional amount of \$133,351 per year and to increase the expenditures for temporary labor services for waste collection by \$125,000 per year; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized 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>2013-14</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):</b> SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<b>COMMENTS:</b> Additional funding for this contract is available in the Sustainability & Environmental Services Fund.				
<b>STRATEGIC PLAN GOAL:</b> Contracts for temporary labor relates to the strategic goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
City Council originally awarded this bid on June 24, 2013, City of Plano Bid No. 2013-219-C. Due to an administrative error and the need for additional temporary labor, the original award needs to be increased as detailed below:				



# CITY OF PLANO COUNCIL AGENDA ITEM

	<u>Initial Term</u>	<u>Renewals (per year)</u>
Original Award	\$645,351	\$520,351
Administrative Error	158,426	133,351
Additional Temporary Labor	125,000	125,000
<b>Revised Award</b>	<b>\$928,777</b>	<b>\$778,702</b>

List of Supporting Documents: Recommendation Memo 1, Recommendation Memo 2	Other Departments, Boards, Commissions or Agencies
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# Memorandum

**Date:** July 2, 2014

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Robert Smouse, Environmental Waste Services Manager

**Subject:** Request for Correction of Administrative Error in Establishing Estimated Expenditure of Temporary Labor

The Environmental Waste Services division has reviewed our temporary labor expenditures over the past 12 months and identified the initial estimated expenditure amount of \$645,351 approved in June 2013, was incorrect. We have discovered an administrative error in the original financial worksheet that did not include \$110,496 of budgeted temporary labor expenditures. In addition, the established budgeted funds were calculated prior to the award and were based on the previously awarded hourly rate (established in 2009) that was 6.58% lower than the 2013 awarded rate and equates to a difference of \$47,930. Therefore, the temporary labor expenditure should have been increased by \$158,426 for the initial 14.25 month term and \$133, 351 for each of the three (3) annual renewals.



# Memorandum

**Date:** July 2, 2014  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Robert Smouse, Environmental Waste Services Manager  
**Subject:** Request for increasing the Estimated Expenditure of Temporary Labor

The Environmental Waste Services (EWS) division has reviewed our temporary labor expenditures over the past 12 months, and projects we will exceed the corrected 2013-14 budgeted funding of temporary labor expenses by over \$77,000. To meet the increased service level of our programs and expectations of our residents, temporary labor expenditures have increased due to:

- increased sales of “bagged” Texas Pure Products,
- increased collected volume and collection season, requiring two temporary labors on each collection vehicle for 11-12 months instead of the historical 6-9 months,
- increased contamination, residents and contractors have placed in the collected residential Kraft Yard Trimmings bags, and
- increased sorting of organic “food” recycling volumes directed to the Texas Pure compost site.

Based on the above listed, we are seeking an increase to the estimated expenditures of \$125,000 for the current term and future renewals.



# 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:		07/28/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Frank Haller x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Optimal Blue, LLC, a Texas limited liability company, and the City of Plano, Texas; 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>2013-14 through 2021-22</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	27,552,362	0	<b>27,552,362</b>
Encumbered/Expended Amount		0	-8,520,000	-8,292,600	<b>-16,812,600</b>
This Item		0	-101,400		<b>-101,400</b>
BALANCE		0	18,930,962	-8,292,600	<b>10,638,362</b>
<b>FUND(s):     ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Optimal Blue, LLC, a Texas limited liability company, to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. Optimal Blue, LLC agrees to occupy at least 26,000 gross square feet of office space at 5340 Legacy Drive, Building 2, Suite 250 and transfer or create up to 130 Job Equivalents by 12/31/16.					
<a href="http://goo.gl/maps/lwYmN">http://goo.gl/maps/lwYmN</a>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Optimal Blue, LLC, a Texas limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Optimal Blue, LLC, a Texas limited liability company, and the 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**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

**DULY PASSED AND APPROVED** this the 28th day of July, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Optimal Blue, LLC, a Texas limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing cloud-based mortgage-related content and services, and plans to add One Million Dollars (\$1,000,000) of Real Property improvements and Two Hundred Fifty Thousand Dollars (\$250,000) of Business Personal Property (“BPP”) and maintain its current BPP taxable value of Five Hundred Fifty Five Thousand Dollars (\$555,000) for a combined total of Eight Hundred Five Thousand Dollars (\$805,000) of BPP on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 26,000 gross square feet of office space and transfer or create up to 130 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the Council finds that the occupancy of at least 26,000 gross square feet of office space and the creation or transfer of up to 130 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

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

“Company” shall mean Optimal Blue, LLC, a Texas limited liability company.

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

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

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 5340 Legacy Drive, Building 2, Suite 250, Plano, TX 75024.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until August 31, 2022, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

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

(a) On or before August 31, 2014, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By August 31, 2014, create or transfer at least 90 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2016, create or transfer up to 40 additional Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to One Hundred One Thousand Four Hundred Dollars (\$101,400) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By August 31, 2014, Company shall occupy the office space and transfer or create at least 90 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Seventy Thousand Two Hundred Dollars (\$70,200). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a) and (b) not earlier than February 28, 2015 and not later than May 31, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) By December 31, 2016 and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 40 Job Equivalents for a total maximum number of 130 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Thirty One Thousand Two Hundred Dollars (\$31,200) which may be pro-rated at Seven Hundred Eighty Dollars (\$780) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III (c) and compliance with Article III (a) and (b) not later than January 31, 2017 to be eligible for the second (2nd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and**

**complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

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

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

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days after August 31, 2014 as set out in Section 4.02(a) and the loss is not the result of an event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Seven Hundred Eighty Dollars (\$780) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

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

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

## **Article V Termination**

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

(a) By expiration of the term and where no defaults have occurred; or

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

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

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

## **Article VI Retention and Accessibility of Records**

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

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance

for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

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

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

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

## **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company:  
Optimal Blue, LLC  
Attention: Mr. Stuart Lodge  
Chief Financial Officer  
5340 Legacy Drive, Building 2, Suite 250  
Plano, TX 75024

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

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

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

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

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

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

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

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

ATTEST:

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

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

OPTIMAL BLUE, LLC, a Texas limited  
liability company

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that Optimal Blue, LLC has occupied the office space at the Real Property and transferred or added at least 90 Job Equivalent positions at the Real Property by August 31, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Optimal Blue, LLC has failed to occupy the office space at the Real Property and/or has failed to transfer or add at least 90 Job Equivalent positions at the Real Property by August 31, 2014, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

OPTIMAL BLUE, LLC, a Texas limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due not earlier than February 28, 2015 and not later than May 31, 2015.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that Optimal Blue, LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Optimal Blue, LLC has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Optimal Blue, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Optimal Blue, LLC has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2017 ONLY IF APPLICABLE)** I hereby certify that Optimal Blue, LLC is in compliance with all terms and conditions of the Agreement and that as of December 31, 2016, Optimal Blue, LLC has added \_\_\_ total number of Job Equivalents (not to exceed 40), in addition to the 90 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(b). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was \_\_\_\_\_.

ATTEST:

OPTIMAL BLUE, LLC, a Texas limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2016, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, repealing and replacing Resolution No. 96-1-12(R) regarding the City's Joint Use Facility on a 12.9385 acre tract at the northwest corner of Independence Parkway and Caravan Drive; 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>2013-14</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>				
<p><b>COMMENTS:</b> Repealing and replacing site plans for the Joint Use Facility has no immediate financial impact. Any expenditures associated with substantial improvements at the Joint Use Facility will be approved through future City Council action.</p> <p>STRATEGIC PLAN GOAL: Keeping site plans current to reflect appropriate development of City property relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The Engineering Department recommends the approval of the revised Resolution related to the development of City of Plano property at the northwest corner of the intersection of Independence Parkway and Caravan Drive.				
<a href="https://maps.google.com/maps?q=independence+parkway+%26+caravan+Drive&amp;hl=en&amp;ll=33.061262,-96.736625&amp;ssp=0.197673,0.363579&amp;t=h&amp;hnear=Independence+Pkwy+%26+Caravan+Dr,+Plano,+Texas+75025&amp;z=16">https://maps.google.com/maps?q=independence+parkway+%26+caravan+Drive&amp;hl=en&amp;ll=33.061262,-96.736625&amp;ssp=0.197673,0.363579&amp;t=h&amp;hnear=Independence+Pkwy+%26+Caravan+Dr,+Plano,+Texas+75025&amp;z=16</a>				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies N/A	

**A Resolution of the City Council of the City of Plano, Texas, repealing and replacing Resolution No. 96-1-12(R) regarding the City's Joint Use Facility on a 12.9385 acre tract at the northwest corner of Independence Parkway and Caravan Drive; and providing an effective date.**

**WHEREAS**, on September 25, 1995, the City Council of the City of Plano, Texas authorized a real estate contract with the Plano Independent School District (PISD) to purchase a 12.9385 acre tract of land in the Grizzel Kennedy Survey, Abstract No. 499 at the northwest corner of Independence Parkway and Caravan Drive; and

**WHEREAS**, the City Council agreed to use the site for a library, police substation, and other City offices; and

**WHEREAS**, the City worked with five (5) surrounding Homeowners Associations to prepare plans for the use of the property; and

**WHEREAS**, on January 8, 1996, the City Council adopted Resolution No. 96-1-12(R), adopting the development criteria, concept plan for Phase 1, concept plan for overall development of the site, and the elevation drawings for the design of the exterior of the facilities on a 12.9385 acre tract at the northwest corner of Independence Parkway and Caravan Drive, which is now known as the Joint Use Facility and Davis Library; and

**WHEREAS**, City staff has determined that the use of the property has changed requiring modification to the development criteria and additional parking spaces; and

**WHEREAS**, City staff recommends that the development criteria be modified to include offices of any City Department and also recommends that approximately fifty-three (53) parking spaces be added; and

**WHEREAS**, City staff notified the representatives of the surrounding Homeowners Associations about the modified development criteria and the additional parking spaces at least ninety (90) days prior to City Council's consideration and adoption of this Resolution; and

**WHEREAS**, upon full review of all matters attendant and related thereto, the City Council finds that repealing Resolution No. 96-1-12(R) and replacing it with the herein Resolution to modify the development criteria and add parking spaces is in the best interest of the City.

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

**Section I.** Resolution No. 96-1-12(R) is hereby repealed by the City Council and replaced with the herein Resolution which reflects changes to the use of the property

set forth in the development criteria attached hereto and incorporated herein as Exhibit "A" and modifications to the design for additional parking spaces set forth in the site map attached hereto and incorporated herein as Exhibit "B".

**Section II.** Should the City decide to further amend the plans for the Joint Use Facility, it will provide written notice at least ninety (90) days prior to adopting said amendments to the presidents or other designated representatives of the surrounding Homeowners Associations including:

Denham Village Homeowners Association;  
Hunters Glen 2 Homeowners Association;  
Hunters Glen 9 and 10 Homeowners Association;  
Hunters Glen North Homeowners Association;  
Independence Hill Homeowners Association; and  
Whiffletree V, VI, and VII Homeowners Association.

Any proposed amendments and plans identifying said amendments will be made available to interested parties at least ninety (90) days prior to their adoption. Anyone wishing to comment on the amendments should do so in writing prior to expiration of the ninety (90) day period so that the City may consider such input before taking action.

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

**DULY PASSED AND APPROVED** this the 28th day of July, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DEVELOPMENT CRITERIA**  
**Joint Use Facility and Davis Library**

Land Uses

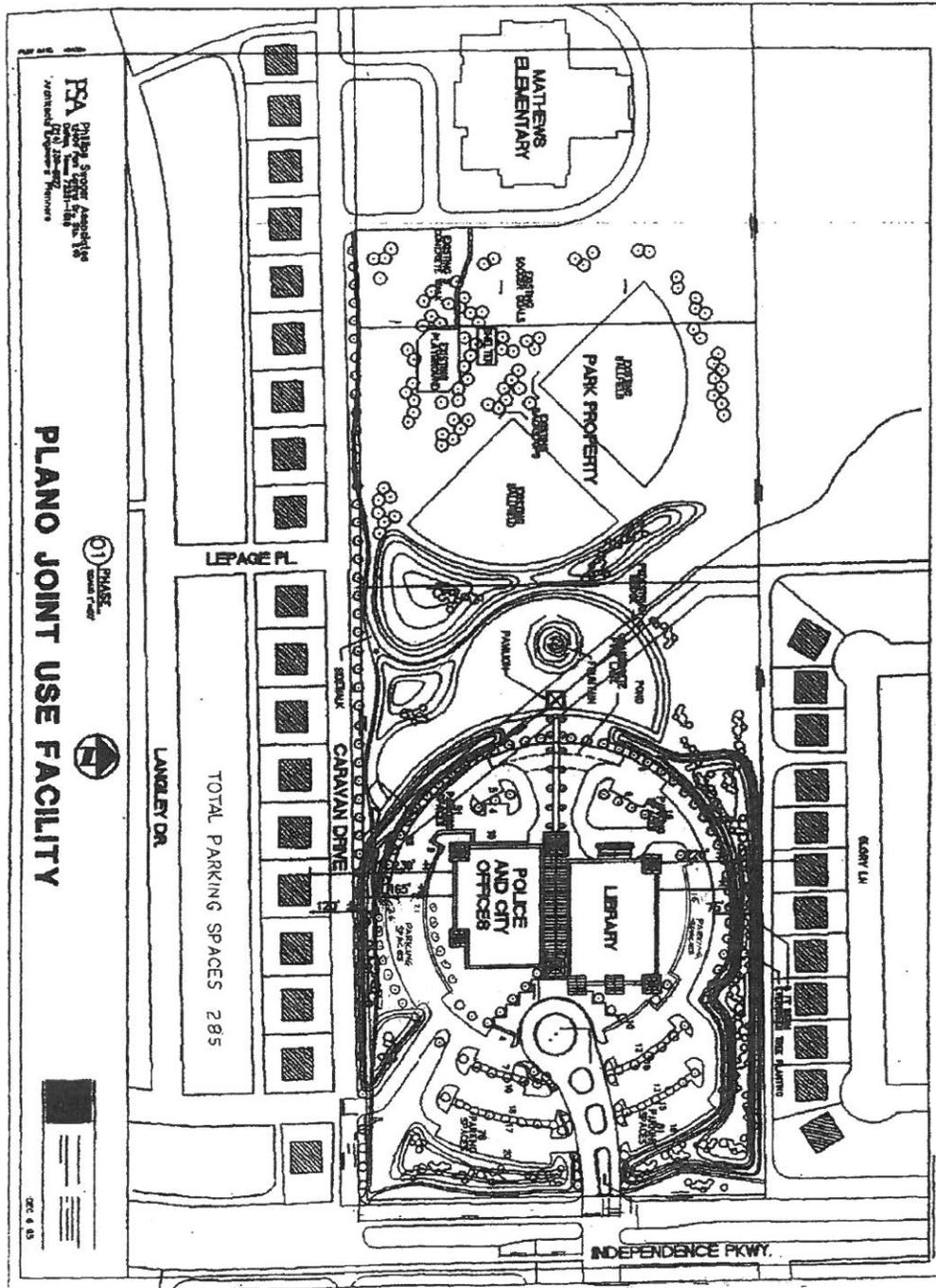
- The use of this site will be generally for the following:
  - Offices of any City Department
  - Surface parking
  - Park without lighted ball fields

Height

- Buildings will be limited to one-story with maximum height including roof, parapet walls, and mechanical units of 35 feet.
- No antennas or other attachments will exceed the roof line by five feet.
- No flagpoles or lighting fixtures will exceed 30 feet in height.

Signage

- Building signs and freestanding signs will be in accordance with the Code of Ordinances, City of Plano, 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:		7/28/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.</p>				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	2,818,236	5,000,000	0	<b>7,818,236</b>
Encumbered/Expended Amount	-2,818,236	-493,906	0	<b>-3,312,142</b>
This Item	0	-3,500,000	0	<b>-3,500,000</b>
<b>BALANCE</b>	0	1,006,094	0	<b>1,006,094</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$3,500,000, will leave a current year balance of \$1,006,094 available for other land acquisitions to add to the City of Plano's park system.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing land for future park development relates to the City's goal of Great Neighborhoods -1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of an expenditure of \$3,500,000 for the purchase of approximately 193.79 acres of land on Rowlett Creek (Los Rios Golf Course) located at 1700 Country Club Drive in Plano, Texas. The property includes a golf course, club house, maintenance facility and associated structures. The property is being acquired as a critical link in the regional Rowlett Creek greenbelt corridor as identified in the Six Cities Trail Plan. This acquisition will facilitate future development of a trail planned to go through Garland, Richardson, Plano, Allen, Frisco, and McKinney.</p> <p>The contract includes a lease agreement allowing the current owner to lease back the course from the City for a period of up to 6 years at a cost of \$1.00 per year. This will benefit the City by allowing the property to remain in use and continue to be maintained at no expense to the City until funding is available to develop the property as a public park.</p>				

# CITY OF PLANO COUNCIL AGENDA ITEM

This acquisition is being partially funded by a Collin County Open Space grant in the amount of \$800,000.

Project Location Map:

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

List of Supporting Documents:

Location Map

Resolution

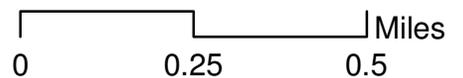
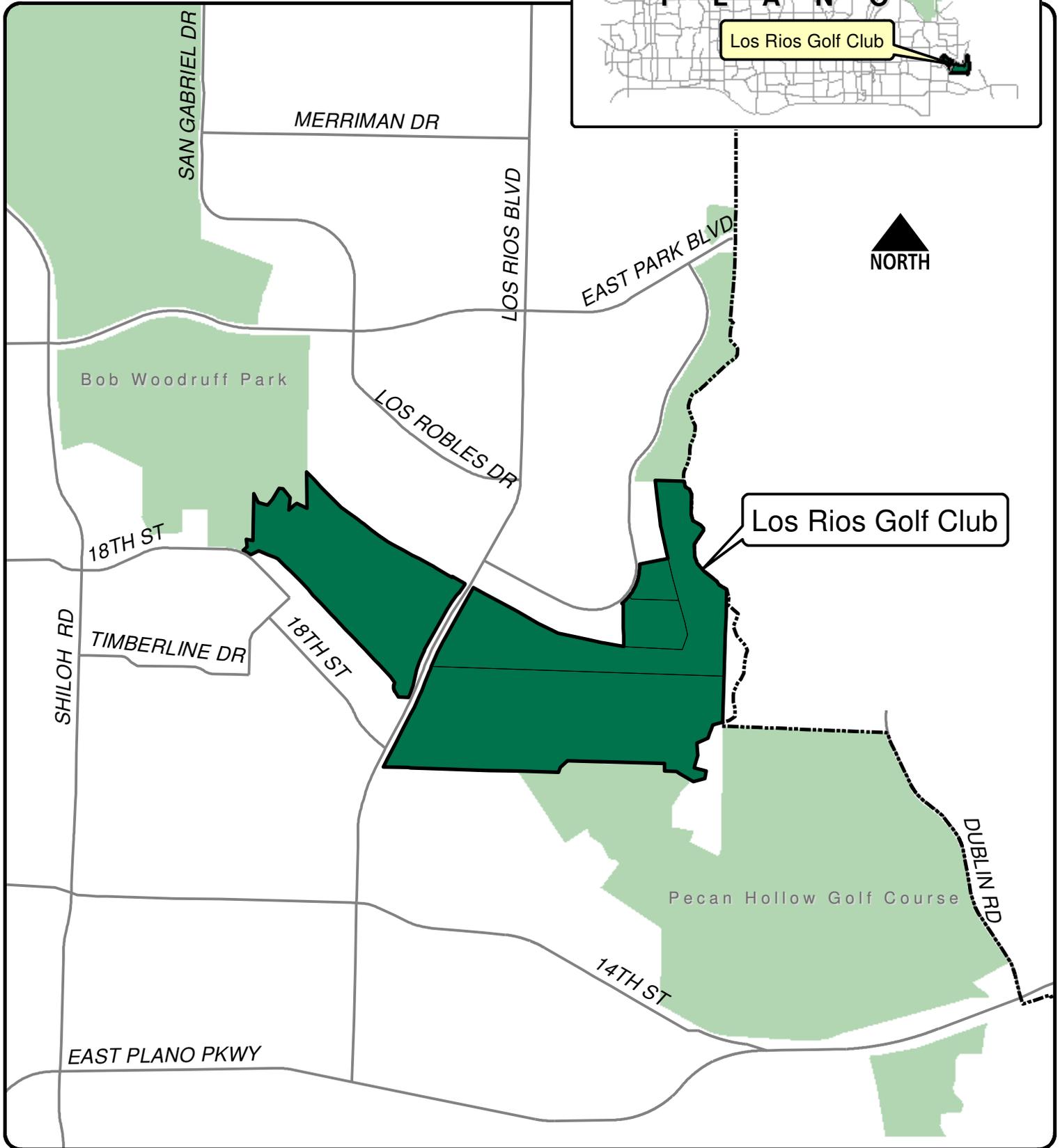
Other Departments, Boards, Commissions or Agencies



# Location Map

## Los Rios Golf Club

1700 Country Club Dr,  
Plano, TX 75074



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Real Estate Contract and Lease by and between the City of Plano and Golf Addicks, LLC, a Texas limited liability company, for the purchase of property located at 1700 Country Club Drive in Plano, Collin County, Texas, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Real Estate Contract”); and

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

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

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

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Real Estate Contract and Lease 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 Real Estate Contract.

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

# REAL ESTATE SALES CONTRACT

This contract is entered into as of the effective date as hereinafter defined by and between **GOLF ADDICKS, LLC**, a Texas Limited Liability Company ("Seller"), and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("City").

**WHEREAS**, City desires to purchase and Seller desires to sell to City a tract of land in fee simple known as the Los Rios Golf Course located at 1700 Country Club Drive, Plano, Collin County, Texas and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and being herein referred to as the "Property".

**WHEREAS**, Seller and City have entered into this Real Estate Contract (the "Contract") to provide for the terms and conditions of the sale and purchase of the Property.

**NOW, THEREFORE**, in consideration of the premises and for further consideration of the terms, provisions, and condition hereinafter set forth, Seller and the City have agreed as follows:

1. **Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey the Property to City and City has agreed and does hereby agree to purchase the Property from the Seller. The Property shall be conveyed to City together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. Encompassed in the conveyance shall be permanently installed built in items including but not limited to the following: all appliances, valances, screens, shutters, ceiling fans, awnings, carpeting, attic fans, mail boxes, fencing, heating and air-conditioning units, shrubbery, and landscaping. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above. Seller shall retain all golf course operating equipment and supplies which are not fixtures. Seller retained items must be removed from the property prior to the end of the lease term.

2. **Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property shall be **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)** to be paid by City in a lump sum payment to Seller on the date of Closing as set out in Section 5 below.

3. **Option Period.**

The Option Period shall be for a period of sixty (60) calendar days effective upon the date of authorization by Resolution of the City Council of the City of Plano approving the Contract. This period shall be the City's Inspection and Feasibility study period. The Seller grants the City a right of entry to the property to conduct any studies during this Option Period. Any studies



must be to the satisfaction of the City, in the City's sole opinion. The City may terminate the contract during the option period without recourse by Seller. Seller shall not accept any offer, other than that of the City or its assignee, with respect to the sale of the Property, during the duration of the Option Period. The City, at its sole option, may waive the Option Period or any defects discovered.

**4. Title Commitment, Survey, and Title Insurance**

The City, at its sole cost and expense, shall obtain a title commitment, survey and title insurance covering the Property to be issued by a title company (the "Title Company") selected by City. Buyer to obtain the Title Commitment and Survey within ninety (90) days from the effective date of this Contract, and pay for the Title Policy and Survey at closing. In the event the title has defects, City will notify Seller in writing specifying the defects and Seller shall have thirty (30) days to cure said defects or City may terminate this Contract. City, at its sole option, may waive any defects in writing.

**5. Environmental Assessment and Inspections**

City may conduct any or all of the following during the first sixty (60) days from the effective date of this Contract: engineering, planning, appraisal, environmental assessment, and any other studies deemed appropriate by City for the Property. City will repair any damages caused to the property as the result of such studies. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control. These studies must be satisfactory to the City. If the studies are not satisfactory to City (in City's sole opinion) the City may terminate this Contract within the Option Period.

**6. Lease to Seller**

Upon taking possession of the Property pursuant to the terms of this Contract, City shall convey a sixty (60) month lease, with a single twelve (12) month renewal option with no further extensions or holding over, to Seller for use of the Property by separate lease agreement in the form attached hereto as Exhibit "B". The parties shall execute the lease agreement on or before the closing date (the "Closing") pursuant to Section 7 below. Failure of the Seller to execute the lease agreement or early termination of the lease agreement shall not affect title to the Property conveyed pursuant to this Contract.

**7. The Closing**

The closing of this Contract pertaining to the Property shall be consummated at a Closing to be held at the office of the Title Company at such time, date and place that the City chooses. At the Closing, Seller agrees to deliver to City:



(a) An executed Special Warranty Deed (the "Deed") conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no mortgages, conditions, restrictions, liens, charges, encumbrances, judgments, exceptions or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions.

(b) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by this Contract.

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

(d) Possession of the Property upon Closing subject to any leasehold rights of Seller pursuant to an agreement executed by the parties pursuant to Section 4 herein.

**8. Closing Costs and Proration**

Closing costs shall be paid by City. All other expenses incurred by Seller and City with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

**9. Representations and Warranties of Seller**

Seller makes the following representations and warranties to City regarding the Property:

(a) At Closing, there shall be no parties in possession of any portion of the Property as lessees, other than as provided in this Contract, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(b) There is no litigation, including pending or threatened claims, or similar proceeding pending against the Property that would affect the Property or any portion thereof.

(c) At and after Closing, no person, firm, partnership, corporation or other entity, other than as provided in this Contract, shall have any right or option to purchase, lease, occupy or use the Property or any part thereof.

(d) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.



(e) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

**10. Disclosures of Seller**

On or before the Closing, Seller shall disclose to City in writing any known defects, damage or hazards on or at the Property. Except as otherwise disclosed as required by this Contract, Seller has no knowledge of the following:

- (a) Any flooding of the Property, other than the portion of the property that is currently located in the flood plain;
- (b) Any environmental hazards or conditions affecting the Property;
- (c) Any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (d) Any wetlands as defined by federal or state law or regulation, affecting the Property;
- (e) Any threatened or endangered species or their habitat affecting the property; or
- (f) Any lead based paint or lead based paint hazards on or at the Property, other than lead based paint that may have been affixed to the building..

**11. Completion or Repairs**

Unless otherwise agreed in writing, Seller shall complete all City required repairs agreed upon by the parties in writing prior to the Closing date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At City's election, any transferrable warranties received by Seller with respect to the repairs will be transferred to City at City's expense. If Seller fails to complete any agreed repairs prior to the Closing to the satisfaction of City, City may exercise remedies pursuant to Section 15 herein.

**12. Acknowledgments, Covenants and Agreements of Parties**

Seller acknowledges, covenants and agrees with City as follows:

(a) City and its agents and representatives shall have full access to the Property at all times prior to Closing, such access to be provided during normal business hours and in a manner not to unreasonably interfere with Seller's business operations.

(b) No new or additional improvements will be constructed, located or placed on the Property without the prior written consent of City.

(c) The purchase of the Property does not include any personal property not specifically itemized in this Contract, specifically kitchen equipment will remain the property of the Seller.



(d) During the pendency of this Contract, Seller shall not, without the prior written consent of the City, create, impose or agree to any mortgages, liens, encumbrances, leases (other than as provided in this Contract), tenancies, licenses, memberships, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property.

(e) Seller shall terminate all memberships, including lifetime or otherwise, associated with the Property prior to termination of the Lease Term, so that there will be no entitlement by anyone other than the City to use or occupy the property. Seller shall indemnify and hold harmless the City against any claims, disputes, litigation, or other contested matters regarding the lifetime or other club memberships as provided in Section 13, so long as the City does not operate the Property as a golf course after the Lease Term.

(f) This Contract constitutes a full and final settlement for all compensation due Seller for the Property by the City.

**13. Indemnification and Hold Harmless**

**SELLER 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, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) 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 SELLER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBSELLERS, OR SUB-SUBSELLERS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SELLER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE SELLERS. 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.**

**SELLER 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 SELLER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF SELLER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. SELLER 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 SELLER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SELLER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR MERGER/DISSOLUTION OF THIS AGREEMENT.**

**14. Casualty Loss**

If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract and before the Closing date, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing date. If Seller fails to do so due to factors beyond Seller's control, City may do the following:

- (a) Terminate this Contract.
- (b) Extend the time for performance and extend the Closing date.
- (c) Accept the Property in its damaged condition with an assignment of the insurance proceeds and receive credit from Seller at Closing in the amount of the deductible under the insurance policy.

Seller's obligations under this section are independent of any other obligations of Seller under this Contract.

**15. Default**

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except City's default, City may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, City shall have the right, but not the obligation, to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the City's right and power of eminent domain.

(b) City's Default. In the event City shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, terminate this Contract by giving written notice thereof to City.

**16. Non-waiver**



No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

**17. Representations Survive Closing**

All covenants, representations, and warranties in this Contract survive Closing. If any representation of Seller in this Contract is untrue on the Closing date, Seller will be in default.

**18. Miscellaneous Provisions**

(a) All median cuts and curb cuts providing access to the Property which exist at the time of execution of this Contract shall continue in full force and effect.

(b) This Contract embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(c) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(d) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

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

(f) All notices from one party to the other must be in writing and are effective when received by Certified Mail, U.S. Postal Service to the addresses indicated under the signatures for each party to the Contract below. Changes in address for notice purposes can be provided in writing to the opposite party.

(g) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(i) City represents and warrants unto Seller that City has full power and authority to enter into and consummate this Contract.

(j) The effective date of this Contract shall be the last date of signature of any party set forth below.

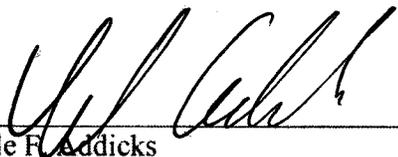
(k) Seller and City each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates shown below their respective signatures.

**SELLER:**

**GOLF ADDICKS, LLC a Texas Limited Liability Company**

Date: 7-7-14

By:   
Lyle F. Addicks  
Manager  
1700 Country Club Drive  
Plano, TX 75074

**CITY:**

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

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

By: \_\_\_\_\_  
BRUCE D. GLASSCOCK  
City Manager  
1520 Avenue K  
P. O. Box 860358  
Plano, TX 75086-0358

**APPROVED AS TO FORM:**

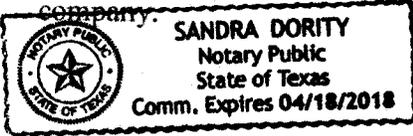
\_\_\_\_\_  
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7 day of July, 2014 by Lyle Addicks, Manager of **GOLF ADDICKS, LLC**, on behalf of said Texas limited liability



*Sandra Dority*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

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

## Exhibit A

### Legal Description

#### TRACT A

Being a tract of land known as Tract A situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found for corner in the Southeast right-of-way line of Los Rios Boulevard (variable width right-of-way), said corner also being the Southwestern corner of said Tract A and the beginning of a curve to the right having a delta angle of 00 degrees 06 minutes 10 seconds, a radius of 2051.95 feet with a chord that bears North 26 degrees 11 minutes 27 seconds East, a chord length of 3.68 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the right, an arc length of 3.68 feet to a ½ inch iron rod found for corner;

THENCE North 26 degrees 14 minutes 32 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 653.79 feet to a ½ inch iron rod found for corner, said corner being the beginning of a curve to the left having a delta angle of 07 degrees 02 minutes 45 seconds, a radius of 3478.64 feet with a chord that bears North 22 degrees 43 minutes 10 seconds East, a chord length of 427.51 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the left, an arc length of 427.78 feet to a 5/8 inch iron rod found for corner at the beginning of a reverse curve to the right having a delta angle of 09 degrees 02 minutes 47 seconds, a radius of 3030.18 feet with a chord that bears North 23 degrees 43 minutes 11 seconds East, a chord length of 477.93 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said reverse curve to the right, an arc length of 478.43 feet to a ½ inch iron rod found for corner;

THENCE North 28 degrees 14 minutes 34 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 630.58 feet to a ½ inch iron rod found for corner, said corner being the most Western Northwest corner of said Tract A and being the Southwest corner of Los Rios Addition, Phase 1, an Addition to the City of Plano, according to the map thereof recorded in Volume 11, Page 81, Map Records, Collin County, Texas;

THENCE South 62 degrees 46 minutes 20 seconds East, along the Southwest line of said Los Rios Addition, Phase 1, a distance of 538.09 feet to a ½ inch iron rod found for

corner;

THENCE South 63 degrees 00 minutes 45 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 506.86 feet to an "X" cut found for corner;

THENCE South 78 degrees 53 minutes 05 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 720.80 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 10 minutes 01 seconds West, a distance of 435.90 feet to a 1/2 inch iron rod found for corner;

THENCE North 58 degrees 23 minutes 50 seconds West, a distance of 41.87 feet to point for corner, said corner lying in the Southeast right-of-way line of Country Club Drive (80 foot right-of-way) and lying in a curve to the left having a delta angle of 57 degrees 51 minutes 35 seconds, a radius of 515.00 feet with a chord that bears North 24 degrees 53 minutes 14 seconds East, a chord length of 498.25 feet;

THENCE along said Southeast right-of-way line of Country Club Drive, an arc length of 520.07 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Villas of Los Rios, an Addition to the City of Plano, according to the map thereof recorded in Cabinet C, Page 304, Map Records, Collin County, Texas, and lying in the Southeast right-of-way line of San Miguel Drive (50 foot right-of-way);

THENCE North 77 degrees 38 minutes 47 seconds East, along the South line of said Villas of Los Rios, a distance of 309.16 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Villas of Los Rios;

THENCE North 12 degrees 21 minutes 13 seconds West, along the East line of said Villas of Los Rios, a distance of 433.85 feet to a 1/2 inch iron rod found for corner;

THENCE North 07 degrees 26 minutes 25 seconds West, along said East line of Villas of Los Rios, a distance of 431.47 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said Villas of Los Rios and the most Northwestern corner of said Tract A;

THENCE South 89 degrees 54 minutes 10 seconds East, along the North line of said Tract A, a distance of 315.24 feet to a point for corner, said corner lying in the West line of Punjab Estates, an Addition to the City of Plano, according to the map thereof recorded in Cabinet H, Page 590, Map Records, Collin County, Texas;

THENCE South 30 degrees 09 minutes 28 seconds East, along said West line of Punjab Estates, a distance of 178.34 feet to a point for corner;

THENCE South 02 degrees 55 minutes 43 seconds East, along said West line of Punjab



Estates, a distance of 260.20 feet to a point for corner;

THENCE South 57 degrees 29 minutes 03 seconds East, a distance of 161.95 feet to the South corner of said Punjab Estates;

THENCE South 28 degrees 11 minutes 27 seconds West, a distance of 235.87 feet to a point for corner;

THENCE South 10 degrees 44 minutes 53 seconds East, a distance of 187.24 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Michael H. and Katina K. McWillie, by Deed recorded in Volume 3943, Page 2170, Deed Records, Collin County, Texas;

THENCE South 49 degrees 37 minutes 08 seconds East, along the Southwest line of said McWillie tract, a distance of 394.42 feet to a point for corner, said corner lying in the Northwest corner of a tract of land conveyed to J.M. Clay, Ltd., by Deed recorded in Document No. 95-0010880, Deed Records, Collin County, Texas;

THENCE South 40 degrees 37 minutes 08 seconds East, a distance of 43.53 feet to a point for corner, said corner lying in the West line of said Clay tract;

THENCE South 01 degrees 13 minutes 28 seconds West, along the East line of said Tract A, a distance of 1399.42 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas and the North corner of a tract of land conveyed to the Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas;

THENCE along the Northwestern line of said Casson tract (Volume 4588, Page 362), the following courses and distances;

South 51 degrees 27 minutes 25 seconds West, a distance of 120.39 feet to a point for corner;

South 20 degrees 14 minutes 32 seconds West, a distance of 153.51 feet to a point for corner;

South 64 degrees 20 minutes 30 seconds West, a distance of 131.69 feet to a point for corner;

South 05 degrees 44 minutes 26 seconds East, a distance of 136.85 feet to a point for corner;

South 15 degrees 10 minutes 22 seconds West, a distance of 140.64 feet to a point for corner;

South 76 degrees 31 minutes 43 seconds East, a distance of 133.71 feet to a point for corner;

South 06 degrees 54 minutes 46 seconds West, a distance of 84.56 feet to a point for corner;

South 73 degrees 46 minutes 02 seconds West, a distance of 132.16 feet to a point for corner;

North 60 degrees 30 minutes 53 seconds West, a distance of 176.40 feet to a ½ inch iron rod found for corner;

North 57 degrees 39 minutes 34 seconds West, a distance of 198.16 feet to a ½ inch iron rod found for corner, said corner being the Northwest corner of said Casson tract (Volume 4588, Page 362) and the common Northeast corner of a tract of land conveyed to the City of Plano, by Deed recorded in Volume 896, Page 64, Deed Records, Collin County, Texas;

THENCE North 89 degrees 41 minutes 29 seconds West, along the North line of said City of Plano tract (Volume 896, Page 64), a distance of 1060.45 feet to a ½ inch iron rod found for corner;

THENCE South 46 degrees 07 minutes 07 seconds West, a distance of 171.11 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 38 minutes 44 seconds West, along the South line of said Tract A, a distance of 1886.17 feet to the POINT OF BEGINNING and containing 141.5649 acres or 6,166,570.46 square feet of land.

#### TRACT B

Being a tract of land known as Tract B, situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the Northwest right-of-way line of Los Rios Boulevard (variable width right-of-way) and the Southeast corner of said Tract B, said corner also being the Northeast corner of Hidden Meadows of Los Rios No. 3, an Addition to the City of Plano, according to the map thereof recorded in Cabinet F, Page 452, Map Records, Collin County, Texas;



THENCE North 80 degrees 47 minutes 58 seconds West, departing said West right-of-way line of Los Rios Boulevard, a distance of 110.41 feet to a ½ inch iron pipe found for corner;

THENCE North 44 degrees 33 minutes 09 seconds West, a distance of 40.00 feet to a ½ inch iron pipe found for corner, said corner being the beginning of a curve to the right having a delta angle of 89 degrees 54 minutes 54 seconds, a radius of 90.00 feet, with a chord that bears North 00 degrees 24 minutes 19 seconds East, a chord length of 127.18 feet;

THENCE along said curve to the right, an arc length of 141.24 feet to a ½ inch iron rod found for corner, said corner lying in the Northeast line of said Hidden Meadows of Los Rios No. 3;

THENCE North 44 degrees 43 minutes 12 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 3, a distance of 1855.58 feet to a ½ inch iron pipe found for corner, said corner lying in the Northeast line of Hidden Meadows of Los Rios No. 2, an Addition to the City of Plano, according to the map thereof recorded in Cabinet I, Page 414, Map Records, Collin County, Texas;

THENCE North 66 degrees 33 minutes 28 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 2, a distance of 226.63 feet to a point for corner;

THENCE South 63 degrees 29 minutes 58 seconds West, along the Northwest line of said Hidden Meadows of Los Rios No. 2, a distance of 113.15 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 04 degrees 39 minutes 59 seconds, a radius of 530.69 feet, with a chord that bears North 57 degrees 42 minutes 06 seconds West, a chord length of 43.21 feet;

THENCE along said curve to the left, an arc length of 43.22 feet to a point for corner, said corner being the beginning of a non tangent curve to the left having a delta angle of 00 degrees 35 minutes 56 seconds, a radius of 499.19 feet, with a chord that bears North 59 degrees 44 minutes 07 seconds, a chord length of 5.22 feet;

THENCE along said non tangent curve to the left, an arc length of 5.22 feet to a point for corner lying in the Western most East line of Bob Woodruff Park Addition, an Addition to the City of Plano, according to the map thereof recorded in Volume 3225, Page 766, Map Records, Collin County, Texas;

THENCE along the Southeastern lines of said Bob Woodruff Park Addition, the following courses and distances;

North 04 degrees 32 minutes 12 seconds East, a distance of 570.60 feet to a point for corner;

South 82 degrees 15 minutes 17 seconds East, a distance of 179.27 feet to a point for corner;

North 25 degrees 45 minutes 37 seconds East, a distance of 219.52 feet to a point for corner;

South 44 degrees 03 minutes 11 seconds East, a distance of 216.80 feet to a point for corner;

South 16 degrees 14 minutes 18 seconds West, a distance of 248.26 feet to a point for corner;

South 11 degrees 26 minutes 34 seconds East, a distance of 415.44 feet to a point for corner;

South 47 degrees 19 minutes 15 seconds East, a distance of 210.41 feet to a point for corner;

North 00 degrees 04 minutes 18 seconds West, a distance of 1098.47 feet to a point for corner, said corner being the Southwest corner of Los Rios Addition, Phase 5, an Addition to the City of Plano, according to the map thereof recorded in Cabinet B, Page 197, Map Records, Collin County, Texas;

THENCE South 45 degrees 20 minutes 38 seconds East, along the Southwest line of said Los Rios Addition, Phase 5, a distance of 514.31 feet to a ½ inch iron rod found for corner;

THENCE South 54 degrees 06 minutes 15 seconds East, along said Southwest line of said Los Rios Addition, Phase 5, a distance of 628.38 feet to a ½ inch iron rod found for corner, said corner lying in the Southwest line of Los Rios Addition, Phase 3, an Addition to the City of Plano, according to the map thereof recorded in Volume 12, Page 146, Map Records, Collin County, Texas;

THENCE South 62 degrees 50 minutes 12 seconds East, along said Southwest line of Los Rios Addition, Phase 3, a distance of 992.20 feet to an "X" cut found for corner, said corner lying in said West right-of-way line of Los Rios Boulevard and being the South corner of said Los Rios Addition, Phase 3;

THENCE along said West right-of-way line of Los Rios Boulevard the following courses and distances;

South 28 degrees 14 minutes 34 seconds West, a distance of 7.79 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 06 degrees 53 minutes 25 seconds, a radius of 952.00 feet, with a chord that bears South 31 degrees 41 minutes 17 seconds West, a chord length of 114.42 feet to a point for corner;



Along said curve to the right, an arc length of 114.49 feet to a point for corner;

North 54 degrees 52 minutes 01 seconds West, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 02 degrees 37 minutes 20 seconds, a radius of 947.00 feet, with a chord that bears South 36 degrees 26 minutes 39 seconds West, a chord length of 43.34 feet;

Along said curve to the right, an arc length of 43.34 feet to a point for corner at the beginning of a reverse curve to the left having a delta angle of 09 degrees 30 minutes 44 seconds, a radius of 1053.00 feet, with a chord that bears South 32 degrees 59 minutes 57 seconds West, a chord length of 174.62 feet;

Along said reverse curve to the left, an arc length of 174.82 feet to a point for corner;

South 28 degrees 14 minutes 36 seconds West, a distance of 494.96 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 01 degrees 02 minutes 41 seconds, a radius of 1053.00 feet, with a chord that bears South 27 degrees 43 minutes 14 seconds West, a chord length of 19.20 feet;

Along said curve to the left, an arc length of 19.20 feet to a point for corner;

South 62 degrees 48 minutes 06 seconds East, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 17 degrees 17 minutes 24 seconds, a radius of 1048.00 feet, with a chord that bears South 18 degrees 33 minutes 12 seconds West, a chord length of 315.05 feet;

Along said curve to the left, an arc length of 316.25 feet to a point for corner at the beginning of a reverse curve to the right having a delta angle of 13 degrees 50 minutes 57 seconds, a radius of 952.00 feet, with a chord that bears South 16 degrees 49 minutes 58 seconds, a chord length of 229.55 feet;

Along said reverse curve to the right, an arc length of 230.11 feet to a point for corner at the beginning of a non tangent curve to the right having a delta angle of 00 degrees 16 minutes 47 seconds, a radius of 3378.64 feet, with a chord that bears South 23 degrees 56 minutes 17 seconds West, a chord length of 16.50 feet;

Along said non tangent curve to the right, an arc length of 16.50 feet to the POINT OF BEGINNING and containing 52.2280 acres or 2,275,053.87 square feet of land.

#### TRACT C

Rights of license under License Agreement filed 10/09/2002, recorded in Volume 5271, Page 2994, Land Records, Collin County, Texas.



Exhibit "B"

**TEMPORARY LEASE  
BETWEEN GOLF ADDICKS, LLC  
AND CITY OF PLANO, TEXAS**

1. **PARTIES:** The parties to this Lease are **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as ("City") the Landlord, and **GOLF ADDICKS, LLC**, a Texas limited liability company, hereinafter referred to as ("Tenant").
2. **LEASE:** City leases to Tenant the Property described in the Real Estate Sales Contract, hereinafter referred to as ("Contract") between City and Tenant and more fully described in Exhibit "A" to the Contract, known as 1700 Country Club Drive, Plano, Texas.
3. **TERM:** The term of this Lease is for five (5) years and commences on the closing date of the sale covered by the Contract and terminates sixty (60) months thereafter, unless terminated earlier by reason of other provisions. The term may be extended by one additional one (1) year option. Tenant agrees to cease operating the Property as a golf course 6 months prior to the end of the Lease Term. Tenant shall continue to maintain the property and be responsible for paragraph 11. Repairs and Maintenance through the end of the Lease Term. Tenant will completely vacate the property prior to the end of the Lease Term.
4. **RENTAL:** Tenant shall pay to City as rental \$1.00 per year, or portion of a year, with the full amount of rental for the term of the Lease to be paid upon the Closing date of the sale covered by the Contract. Payment for any mutually agreed option, if any, shall be made within ten days of the City's written approval of the additional one year option.
5. **UTILITIES:** Tenant shall pay all utility charges for the Property during the term of the Lease.
6. **USE OF PROPERTY:** Tenant may use the Property only for a golf course. Tenant will be responsible for the maintenance of the golf course during the term of this Lease. Tenant may not assign this Lease or sublet any part of the Property.
7. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to City in the condition required under the Contract, except normal wear and tear and any casualty loss.
8. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the City. Any improvements or fixtures placed on the Property during the Lease become the Property of City.

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9. **RIGHT OF ENTRY:** City and its agents shall have a right of entry to access the Property at reasonable times, as determined in the City's sole discretion, to do the following:

(a) Inspect the Property. Tenant shall provide City door keys and access codes upon demand to allow access to the Property during the term of Lease.

(b) Perform repair and maintenance as required by Section 11 herein.

(c) Install sidewalks and other community amenities, at the City's sole discretion.

10. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.

11. **REPAIRS AND MAINTENANCE:**

**Tenant's Responsibility:** Except as otherwise provided in this Lease, Tenant shall be responsible, at its own expense, for the following repairs and maintenance on the Property:

(a) the interior of the Property, excluding mechanical, electrical, and plumbing items; and

(b) any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the City, City's agents or invitees;

(c) the exterior grounds of the Property including, but not limited to, the yard, trees and shrubs;

(d) the exterior of any buildings, including but not limited to, the roof; and

(e) the mechanical, electrical and plumbing on the Property.

**City's Responsibility:** Except as otherwise provided in this Lease, City shall not be responsible, for any repairs or maintenance on the Property:

12. **CASUALTY LOSS/LOSS OF USE:** If any part of the Property is damaged or destroyed by fire or other casualty during the effective date of this Lease, City shall have the option, in its sole discretion, to restore or repair any structures on the Property to their previous condition or to decline to rebuild or repair any damaged or destroyed structures. In the event of casualty, loss, or other event of force majeure rendering the property unusable, even temporarily, the lease shall be subject to termination upon thirty (30) days written notice at no liability or further obligation to or by either party to this Lease. An event of force majeure shall include conditions beyond a parties control such as, but not limited to, war, fires, floods, acts of God, governmental restrictions, or power failures.

13. **INDEMNITY:** THE TENANT 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 TENANT'S OCCUPANCY AND LEASE OF THE PROPERTY OR ARISING OUT OF TENANTS RIGHTS AND RESPONSIBILITES UNDER THIS LEASE, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE TENANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE TENANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

TENANT 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 TENANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF TENANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. TENANT 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 TENANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND TENANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**THIS INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THIS LEASE.**

14. **INSURANCE:** Tenant shall acquire and maintain for the duration of the lease insurance coverage as set forth in Exhibit "B". Tenant shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract and naming the City as additional insured. Tenant shall be responsible for insuring its personal property and any contents of the buildings on the Property.
15. **DEFAULT:** If either party fails to perform or observe any provision of this Lease, the non-defaulting party shall immediately notify the defaulting party in writing of the event or existence of any condition which would constitute a default. Such notice shall specify the nature and period of existence thereof and what action, if any, the notifying party proposes to require with respect to curing the default.

16. **REMEDIES TO DEFAULT:** The defaulting party shall have thirty (30) days to cure after receiving written notice of default from the non-defaulting party. If a default shall continue after thirty (30) days notice to cure the default, the non-defaulting party, may, at its option, terminate the Lease and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide a written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within thirty (30) days following notice.
17. **TERMINATION:** This Lease terminates upon the expiration of the term specified in Section 3 herein, upon termination for casualty or loss of use as specified in Section 12 herein, or upon Tenant's default and failure to cure under this Lease pursuant to Sections 15 and 16 herein.
18. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$100 per day during the period of any possession after termination as damages, in addition to any other remedies to which City is entitled.
19. **SMOKE ALARMS:** The Texas Property Code requires City to install smoke alarms in certain locations within the Property at City's expense. Tenant expressly waives City's duty to inspect and repair smoke alarms.
20. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by facsimile or electronic transmission as follows:

City of Plano  
Attn: Amy Fortenberry  
P. O. Box 860358  
Plano, Texas 75086-0358

GOLF ADDICKS, LLC  
ATTN: Lyle Addicks  
1700 Country Club Drive  
Plano, TX 75074

w/copy to City Attorney's Office  
Attn: Paige Mims  
P. O. Box 860358  
Plano, Texas 75086-0358

21. **MISCELLANEOUS PROVISIONS:**

(a) This Lease embodies the complete and entire agreement between the parties hereto and may not be varied except by written agreement of such parties.

(b) This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, and administrators.

(c) This Lease shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

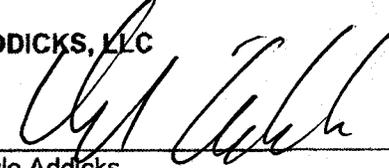
(d) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal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

(e) This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) The headings used throughout this Lease have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Lease.

(g) Each party to this Lease represents and warrants that it has full power and authority to enter into and consummate this Contract.

**GOLF ADDICKS, LLC**

By: 

Lyle Addicks  
Manager

Date: 7-7-14

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

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

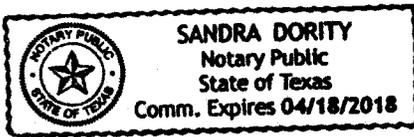
**APPROVED AS TO FORM:**

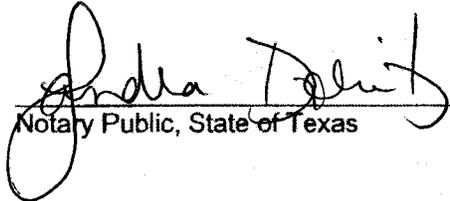
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §  
COUNTY OF Collin §  
§

This instrument was acknowledged before me on the 7 day of July, 2014 by Lyle Addicks, Manager of **GOLF ADDICKS, LLC**, a Texas limited liability company, on behalf of said corporation.



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

STATE OF TEXAS §  
COUNTY OF COLLIN §  
§

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## Exhibit A

### Legal Description

#### TRACT A

Being a tract of land known as Tract A situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found for corner in the Southeast right-of-way line of Los Rios Boulevard (variable width right-of-way), said corner also being the Southwestern corner of said Tract A and the beginning of a curve to the right having a delta angle of 00 degrees 06 minutes 10 seconds, a radius of 2051.95 feet with a chord that bears North 26 degrees 11 minutes 27 seconds East, a chord length of 3.68 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the right, an arc length of 3.68 feet to a ½ inch iron rod found for corner;

THENCE North 26 degrees 14 minutes 32 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 653.79 feet to a ½ inch iron rod found for corner, said corner being the beginning of a curve to the left having a delta angle of 07 degrees 02 minutes 45 seconds, a radius of 3478.64 feet with a chord that bears North 22 degrees 43 minutes 10 seconds East, a chord length of 427.51 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the left, an arc length of 427.78 feet to a 5/8 inch iron rod found for corner at the beginning of a reverse curve to the right having a delta angle of 09 degrees 02 minutes 47 seconds, a radius of 3030.18 feet with a chord that bears North 23 degrees 43 minutes 11 seconds East, a chord length of 477.93 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said reverse curve to the right, an arc length of 478.43 feet to a ½ inch iron rod found for corner;

THENCE North 28 degrees 14 minutes 34 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 630.58 feet to a ½ inch iron rod found for corner, said corner being the most Western Northwest corner of said Tract A and being the Southwest corner of Los Rios Addition, Phase 1, an Addition to the City of Plano, according to the map thereof recorded in Volume 11, Page 81, Map Records, Collin County, Texas;

THENCE South 62 degrees 46 minutes 20 seconds East, along the Southwest line of said Los Rios Addition, Phase 1, a distance of 538.09 feet to a ½ inch iron rod found for

corner;

THENCE South 63 degrees 00 minutes 45 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 506.86 feet to an "X" cut found for corner;

THENCE South 78 degrees 53 minutes 05 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 720.80 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 10 minutes 01 seconds West, a distance of 435.90 feet to a 1/2 inch iron rod found for corner;

THENCE North 58 degrees 23 minutes 50 seconds West, a distance of 41.87 feet to point for corner, said corner lying in the Southeast right-of-way line of Country Club Drive (80 foot right-of-way) and lying in a curve to the left having a delta angle of 57 degrees 51 minutes 35 seconds, a radius of 515.00 feet with a chord that bears North 24 degrees 53 minutes 14 seconds East, a chord length of 498.25 feet;

THENCE along said Southeast right-of-way line of Country Club Drive, an arc length of 520.07 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Villas of Los Rios, an Addition to the City of Plano, according to the map thereof recorded in Cabinet C, Page 304, Map Records, Collin County, Texas, and lying in the Southeast right-of-way line of San Miguel Drive (50 foot right-of-way);

THENCE North 77 degrees 38 minutes 47 seconds East, along the South line of said Villas of Los Rios, a distance of 309.16 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Villas of Los Rios;

THENCE North 12 degrees 21 minutes 13 seconds West, along the East line of said Villas of Los Rios, a distance of 433.85 feet to a 1/2 inch iron rod found for corner;

THENCE North 07 degrees 26 minutes 25 seconds West, along said East line of Villas of Los Rios, a distance of 431.47 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said Villas of Los Rios and the most Northwestern corner of said Tract A;

THENCE South 89 degrees 54 minutes 10 seconds East, along the North line of said Tract A, a distance of 315.24 feet to a point for corner, said corner lying in the West line of Punjab Estates, an Addition to the City of Plano, according to the map thereof recorded in Cabinet H, Page 590, Map Records, Collin County, Texas;

THENCE South 30 degrees 09 minutes 28 seconds East, along said West line of Punjab Estates, a distance of 178.34 feet to a point for corner;

THENCE South 02 degrees 55 minutes 43 seconds East, along said West line of Punjab

7

Estates, a distance of 260.20 feet to a point for corner;

THENCE South 57 degrees 29 minutes 03 seconds East, a distance of 161.95 feet to the South corner of said Punjab Estates;

THENCE South 28 degrees 11 minutes 27 seconds West, a distance of 235.87 feet to a point for corner;

THENCE South 10 degrees 44 minutes 53 seconds East, a distance of 187.24 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Michael H. and Katina K. McWillie, by Deed recorded in Volume 3943, Page 2170, Deed Records, Collin County, Texas;

THENCE South 49 degrees 37 minutes 08 seconds East, along the Southwest line of said McWillie tract, a distance of 394.42 feet to a point for corner, said corner lying in the Northwest corner of a tract of land conveyed to J.M. Clay, Ltd., by Deed recorded in Document No. 95-0010880, Deed Records, Collin County, Texas;

THENCE South 40 degrees 37 minutes 08 seconds East, a distance of 43.53 feet to a point for corner, said corner lying in the West line of said Clay tract;

THENCE South 01 degrees 13 minutes 28 seconds West, along the East line of said Tract A, a distance of 1399.42 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas and the North corner of a tract of land conveyed to the Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas;

THENCE along the Northwestern line of said Casson tract (Volume 4588, Page 362), the following courses and distances;

South 51 degrees 27 minutes 25 seconds West, a distance of 120.39 feet to a point for corner;

South 20 degrees 14 minutes 32 seconds West, a distance of 153.51 feet to a point for corner;

South 64 degrees 20 minutes 30 seconds West, a distance of 131.69 feet to a point for corner;

South 05 degrees 44 minutes 26 seconds East, a distance of 136.85 feet to a point for corner;

South 15 degrees 10 minutes 22 seconds West, a distance of 140.64 feet to a point for corner;



South 76 degrees 31 minutes 43 seconds East, a distance of 133.71 feet to a point for corner;

South 06 degrees 54 minutes 46 seconds West, a distance of 84.56 feet to a point for corner;

South 73 degrees 46 minutes 02 seconds West, a distance of 132.16 feet to a point for corner;

North 60 degrees 30 minutes 53 seconds West, a distance of 176.40 feet to a ½ inch iron rod found for corner;

North 57 degrees 39 minutes 34 seconds West, a distance of 198.16 feet to a ½ inch iron rod found for corner, said corner being the Northwest corner of said Casson tract (Volume 4588, Page 362) and the common Northeast corner of a tract of land conveyed to the City of Plano, by Deed recorded in Volume 896, Page 64, Deed Records, Collin County, Texas;

THENCE North 89 degrees 41 minutes 29 seconds West, along the North line of said City of Plano tract (Volume 896, Page 64), a distance of 1060.45 feet to a ½ inch iron rod found for corner;

THENCE South 46 degrees 07 minutes 07 seconds West, a distance of 171.11 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 38 minutes 44 seconds West, along the South line of said Tract A, a distance of 1886.17 feet to the POINT OF BEGINNING and containing 141.5649 acres or 6,166,570.46 square feet of land.

#### TRACT B

Being a tract of land known as Tract B, situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the Northwest right-of-way line of Los Rios Boulevard (variable width right-of-way) and the Southeast corner of said Tract B, said corner also being the Northeast corner of Hidden Meadows of Los Rios No. 3, an Addition to the City of Plano, according to the map thereof recorded in Cabinet F, Page 452, Map Records, Collin County, Texas;



THENCE North 80 degrees 47 minutes 58 seconds West, departing said West right-of-way line of Los Rios Boulevard, a distance of 110.41 feet to a ½ inch iron pipe found for corner;

THENCE North 44 degrees 33 minutes 09 seconds West, a distance of 40.00 feet to a ½ inch iron pipe found for corner, said corner being the beginning of a curve to the right having a delta angle of 89 degrees 54 minutes 54 seconds, a radius of 90.00 feet, with a chord that bears North 00 degrees 24 minutes 19 seconds East, a chord length of 127.18 feet;

THENCE along said curve to the right, an arc length of 141.24 feet to a ½ inch iron rod found for corner, said corner lying in the Northeast line of said Hidden Meadows of Los Rios No. 3;

THENCE North 44 degrees 43 minutes 12 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 3, a distance of 1855.58 feet to a ½ inch iron pipe found for corner, said corner lying in the Northeast line of Hidden Meadows of Los Rios No. 2, an Addition to the City of Plano, according to the map thereof recorded in Cabinet I, Page 414, Map Records, Collin County, Texas;

THENCE North 66 degrees 33 minutes 28 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 2, a distance of 226.63 feet to a point for corner;

THENCE South 63 degrees 29 minutes 58 seconds West, along the Northwest line of said Hidden Meadows of Los Rios No. 2, a distance of 113.15 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 04 degrees 39 minutes 59 seconds, a radius of 530.69 feet, with a chord that bears North 57 degrees 42 minutes 06 seconds West, a chord length of 43.21 feet;

THENCE along said curve to the left, an arc length of 43.22 feet to a point for corner, said corner being the beginning of a non tangent curve to the left having a delta angle of 00 degrees 35 minutes 56 seconds, a radius of 499.19 feet, with a chord that bears North 59 degrees 44 minutes 07 seconds, a chord length of 5.22 feet;

THENCE along said non tangent curve to the left, an arc length of 5.22 feet to a point for corner lying in the Western most East line of Bob Woodruff Park Addition, an Addition to the City of Plano, according to the map thereof recorded in Volume 3225, Page 766, Map Records, Collin County, Texas;

THENCE along the Southeastern lines of said Bob Woodruff Park Addition, the following courses and distances;

North 04 degrees 32 minutes 12 seconds East, a distance of 570.60 feet to a point for corner;



South 82 degrees 15 minutes 17 seconds East, a distance of 179.27 feet to a point for corner;

North 25 degrees 45 minutes 37 seconds East, a distance of 219.52 feet to a point for corner;

South 44 degrees 03 minutes 11 seconds East, a distance of 216.80 feet to a point for corner;

South 16 degrees 14 minutes 18 seconds West, a distance of 248.26 feet to a point for corner;

South 11 degrees 26 minutes 34 seconds East, a distance of 415.44 feet to a point for corner;

South 47 degrees 19 minutes 15 seconds East, a distance of 210.41 feet to a point for corner;

North 00 degrees 04 minutes 18 seconds West, a distance of 1098.47 feet to a point for corner, said corner being the Southwest corner of Los Rios Addition, Phase 5, an Addition to the City of Plano, according to the map thereof recorded in Cabinet B, Page 197, Map Records, Collin County, Texas;

THENCE South 45 degrees 20 minutes 38 seconds East, along the Southwest line of said Los Rios Addition, Phase 5, a distance of 514.31 feet to a ½ inch iron rod found for corner;

THENCE South 54 degrees 06 minutes 15 seconds East, along said Southwest line of said Los Rios Addition, Phase 5, a distance of 628.38 feet to a ½ inch iron rod found for corner, said corner lying in the Southwest line of Los Rios Addition, Phase 3, an Addition to the City of Plano, according to the map thereof recorded in Volume 12, Page 146, Map Records, Collin County, Texas;

THENCE South 62 degrees 50 minutes 12 seconds East, along said Southwest line of Los Rios Addition, Phase 3, a distance of 992.20 feet to an "X" cut found for corner, said corner lying in said West right-of-way line of Los Rios Boulevard and being the South corner of said Los Rios Addition, Phase 3;

THENCE along said West right-of-way line of Los Rios Boulevard the following courses and distances;

South 28 degrees 14 minutes 34 seconds West, a distance of 7.79 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 06 degrees 53 minutes 25 seconds, a radius of 952.00 feet, with a chord that bears South 31 degrees 41 minutes 17 seconds West, a chord length of 114.42 feet to a point for corner;



Along said curve to the right, an arc length of 114.49 feet to a point for corner;

North 54 degrees 52 minutes 01 seconds West, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 02 degrees 37 minutes 20 seconds, a radius of 947.00 feet, with a chord that bears South 36 degrees 26 minutes 39 seconds West, a chord length of 43.34 feet;

Along said curve to the right, an arc length of 43.34 feet to a point for corner at the beginning of a reverse curve to the left having a delta angle of 09 degrees 30 minutes 44 seconds, a radius of 1053.00 feet, with a chord that bears South 32 degrees 59 minutes 57 seconds West, a chord length of 174.62 feet;

Along said reverse curve to the left, an arc length of 174.82 feet to a point for corner;

South 28 degrees 14 minutes 36 seconds West, a distance of 494.96 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 01 degrees 02 minutes 41 seconds, a radius of 1053.00 feet, with a chord that bears South 27 degrees 43 minutes 14 seconds West, a chord length of 19.20 feet;

Along said curve to the left, an arc length of 19.20 feet to a point for corner;

South 62 degrees 48 minutes 06 seconds East, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 17 degrees 17 minutes 24 seconds, a radius of 1048.00 feet, with a chord that bears South 18 degrees 33 minutes 12 seconds West, a chord length of 315.05 feet;

Along said curve to the left, an arc length of 316.25 feet to a point for corner at the beginning of a reverse curve to the right having a delta angle of 13 degrees 50 minutes 57 seconds, a radius of 952.00 feet, with a chord that bears South 16 degrees 49 minutes 58 seconds, a chord length of 229.55 feet;

Along said reverse curve to the right, an arc length of 230.11 feet to a point for corner at the beginning of a non tangent curve to the right having a delta angle of 00 degrees 16 minutes 47 seconds, a radius of 3378.64 feet, with a chord that bears South 23 degrees 56 minutes 17 seconds West, a chord length of 16.50 feet;

Along said non tangent curve to the right, an arc length of 16.50 feet to the POINT OF BEGINNING and containing 52.2280 acres or 2,275,053.87 square feet of land.

#### TRACT C

Rights of license under License Agreement filed 10/09/2002, recorded in Volume 5271, Page 2994, Land Records, Collin County, Texas.



LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

CITY OF PLANO  
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

**Commercial Automobile Liability**—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability**—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.



LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

INSURANCE REQUIREMENT AFFIDAVIT

(SUPPLEMENTAL INFORMATION RFP# \_\_\_\_\_)

(To be completed by appropriate Vendor/Contractor Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor/contractor. If the below identified vendor/contractor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award or at contract renewal, to furnish a valid Certificate of Insurance to the City meeting all of the requirements contained in this proposal.

Agent's Printed Name \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Name of Insurance Agency \_\_\_\_\_

Address of Agency \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone number where Agent may be contacted \_\_\_\_\_

E-Mail address of Agent \_\_\_\_\_

Vendor/Contractor Name: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

NOTE TO INSURANCE AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.



# 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:		7/28/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball -x- 7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2014 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>2013-14</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	0	0
BALANCE		0	0	0
<b>FUND(s):    NA</b>				
<b>COMMENTS:</b> This item has no financial impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending June 30, 2014.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2014 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2014, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2014, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2014.

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

ATTEST:

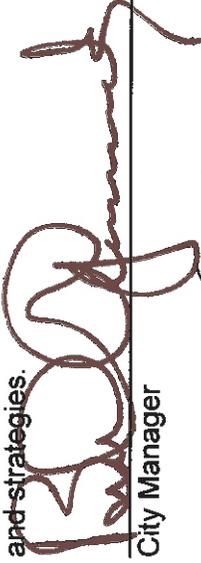
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

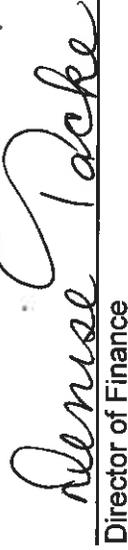
APPROVED AS TO FORM:

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

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**  
**June 30, 2014**

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

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Denise Tacke  
Director of Finance

  
\_\_\_\_\_  
Myra Conklin  
Treasurer

  
\_\_\_\_\_  
Amyl A. Anderson  
Treasury Analyst

Information received since the Federal Open Market Committee met in April indicates that growth in economic activity has rebounded in recent months. Labor market indicators generally showed further improvement. The unemployment rate, though lower, remains elevated. Household spending appears to be rising moderately and business fixed investment resumed its advance, while the recovery in the housing sector remained slow. Fiscal policy is restraining economic growth, although the extent of restraint is diminishing. Inflation has been running below the Committee's longer-run objective, but longer-term inflation expectations have remained stable.

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

The Committee currently judges that there is sufficient underlying strength in the broader economy to support ongoing improvement in labor market conditions. In light of the cumulative progress toward maximum employment and the improvement in the outlook for labor market conditions since the inception of the current asset purchase program, the Committee decided to make a further measured reduction in the pace of its asset purchases. Beginning in July, the Committee will add to its holdings of agency mortgage-backed securities at a pace of \$15 billion per month rather than \$20 billion per month, and will add to its holdings of longer-term Treasury securities at a pace of \$20 billion per month rather than \$25 billion per month. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. The Committee's sizable and still-increasing holdings of longer-term securities should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative, which in turn should promote a stronger economic recovery and help to ensure that inflation, over time, is at the rate most consistent with the Committee's dual mandate.

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

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

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

<u>Asset Type</u>	<u>Avg Yield</u>	<u>June 30, 2014</u>		<u>March 31, 2014</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.05%	89,613,912.55	89,613,912.55	84,778,195.97	84,778,195.97
Certificates of Deposit	0.55%	44,952,989.94	44,952,989.94	44,952,989.94	44,952,989.94
FHLB Bonds	0.95%	36,202,036.11	36,401,421.03	36,220,724.91	36,461,188.89
FHLMC Bonds	1.20%	96,136,805.76	96,792,880.90	96,514,977.26	97,251,743.00
FNMA Bonds	1.04%	40,040,154.86	40,327,432.94	46,283,710.29	46,675,216.04
Municipal Bonds	0.81%	174,882,627.59	174,889,113.45	179,472,094.86	178,779,451.30
<b>Totals</b>		<b>481,828,526.81</b>	<b>482,977,750.81</b>	<b>488,222,693.23</b>	<b>488,898,785.14</b>

**Average Yield (1):**

Total Portfolio 0.78%

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

Total Portfolio 0.77%

**This Quarter:**

Rolling Six Month Treasury Yield	0.06%
Rolling Two Year Treasury Yield	0.42%
TexPool Yield	0.03%

**Last 12 Months:**

Rolling Six Month Treasury Yield	0.07%
Rolling Two Year Treasury Yield	0.37%
TexPool Yield	0.04%

**Investment Earnings (3):**

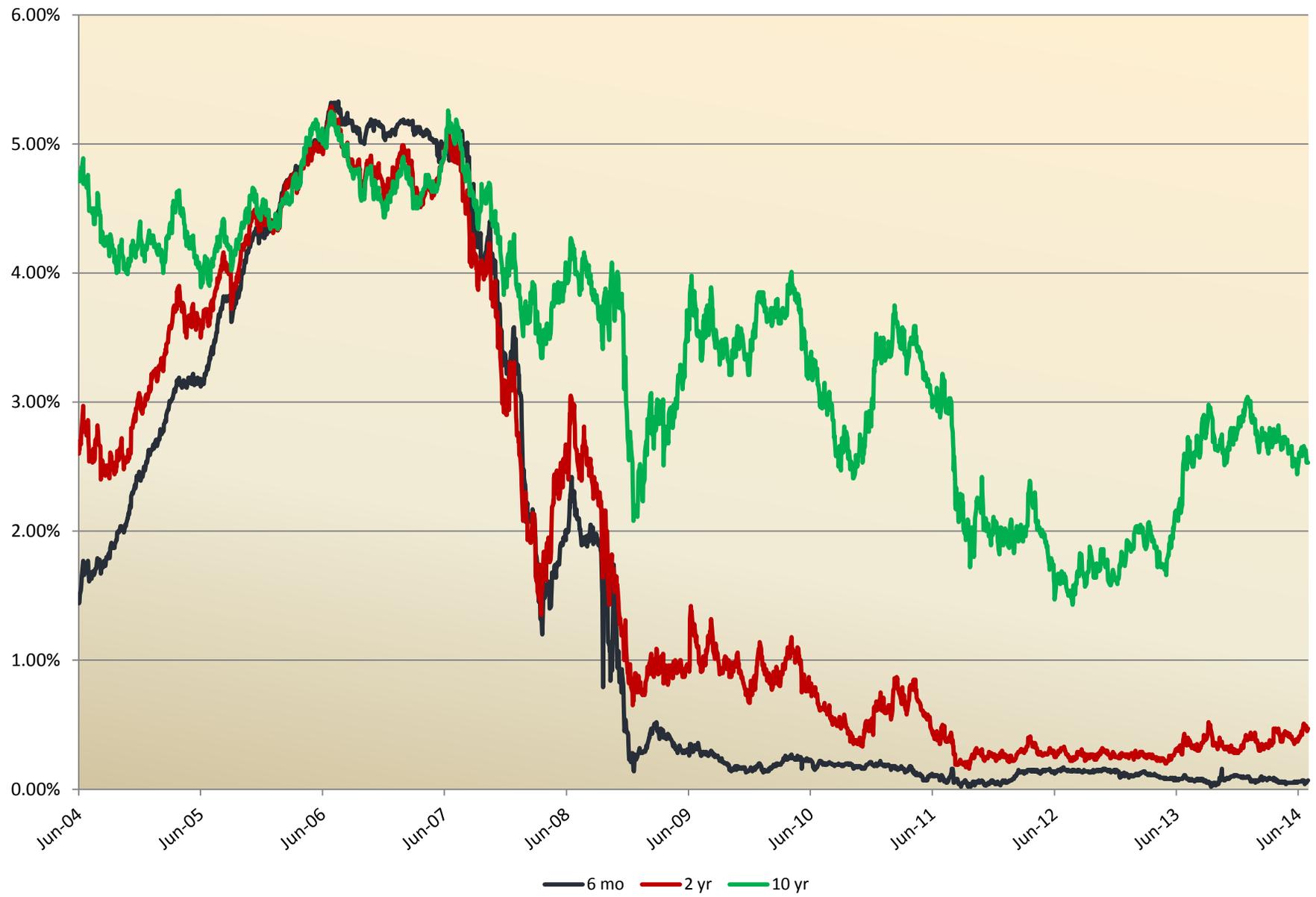
Quarter	\$ 1,377,984
Fiscal Year To Date	\$ 2,472,822

(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.

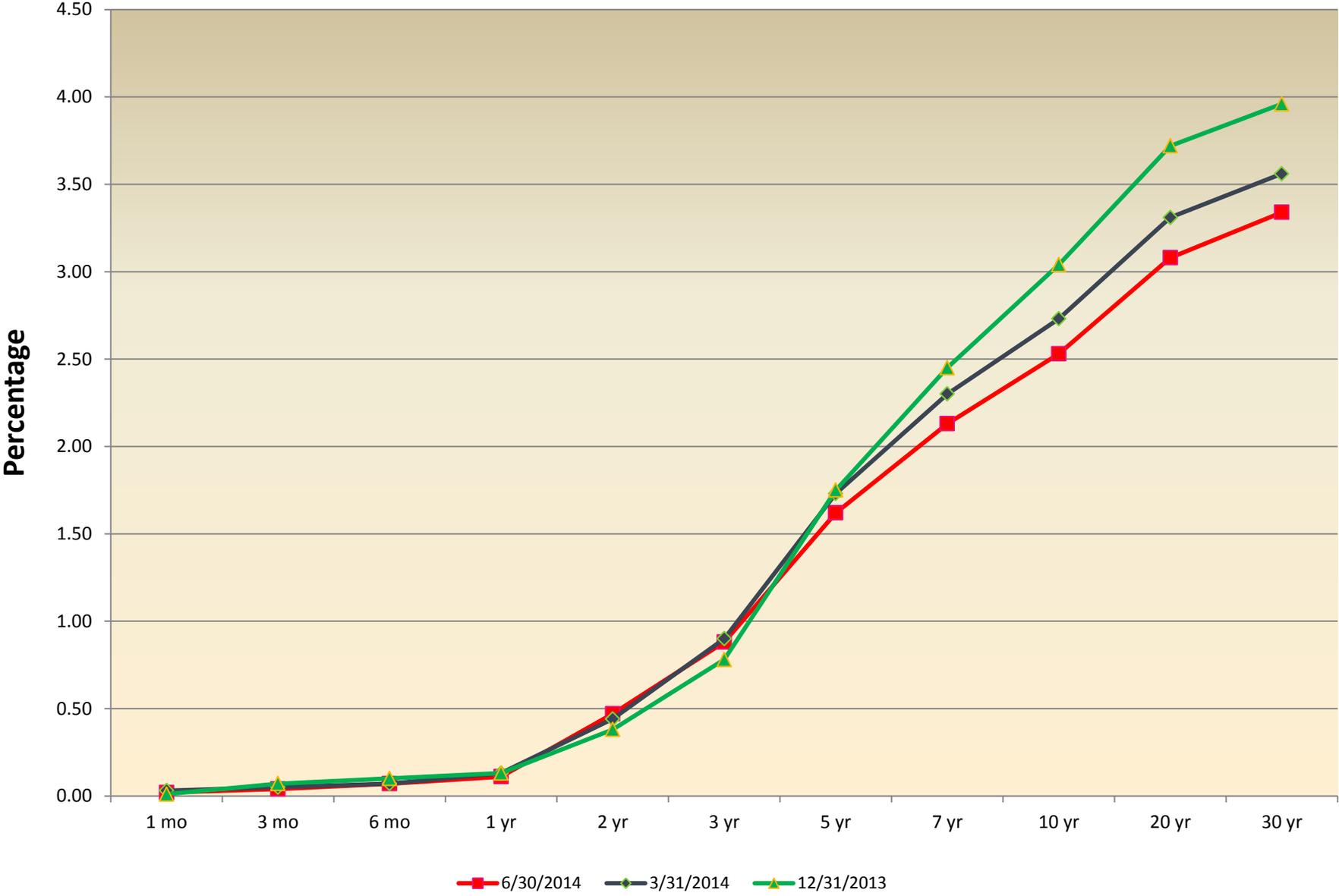
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(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, 2014**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Debt Service Fund		0.00%	07/01/2014	06/30/2014		25,418,921.61	25,418,921.61	25,418,921.61	100.00	25,418,921.61	0.03	0.00%	-
Legacy NOW Account		0.13%	07/01/2014	06/30/2014		34,454,513.34	34,454,513.34	34,454,513.34	100.00	34,454,513.34	0.03	0.13%	-
TexPool		0.03%	07/01/2014	06/30/2014		14,863,191.45	14,863,191.45	14,863,191.45	100.00	14,863,191.45	0.03	0.03%	-
Texas Daily		0.04%	07/01/2014	06/30/2014		14,877,286.15	14,877,286.15	14,877,286.15	100.00	14,877,286.15	0.03	0.04%	-
Certificate of Deposit		0.45%	12/17/2014	12/17/2013		248,121.63	248,121.63	248,121.63	100.00	248,121.63	5.57	0.45%	596.51
Certificate of Deposit		0.40%	01/13/2015	01/13/2013		5,149,573.87	5,149,573.87	5,149,573.87	100.00	5,149,573.87	6.46	0.40%	30,079.15
Certificate of Deposit		0.30%	03/12/2015	03/14/2013		2,500,000.00	2,500,000.00	2,500,000.00	100.00	2,500,000.00	8.36	0.30%	3,721.85
Certificate of Deposit		0.30%	03/12/2015	03/13/2014		2,533,815.52	2,533,815.52	2,533,815.52	100.00	2,533,815.52	8.36	0.30%	2,291.82
Certificate of Deposit		0.65%	06/01/2015	12/01/2013		246,471.35	246,471.35	246,471.35	100.00	246,471.35	11.02	0.65%	926.12
Certificate of Deposit		0.60%	06/10/2015	01/10/2014		99,462.32	99,462.32	99,462.32	100.00	99,462.32	11.31	0.60%	279.58
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	13.41	0.60%	262.74
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	16.89	1.25%	285.27
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	18.98	0.55%	23,213.13
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	19.97	0.56%	38,259.23
Debt Service Fund		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	20.30	0.50%	4,696.91
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	20.33	0.45%	337.54
FHLB	Aaa/AA+	1.38%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,002,797.05	100.25	10,025,370.00	2.43	1.23%	41,250.00
FHLB	Aaa/AA+	2.75%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,598,669.18	101.81	7,702,289.62	8.39	2.09%	61,833.37
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,999,409.82	100.29	4,011,752.00	10.46	0.57%	2,750.00
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,012,218.86	101.61	1,016,100.00	10.85	0.60%	1,833.33
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,592,863.68	100.71	7,643,881.41	19.08	0.68%	21,842.33
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,996,077.52	100.03	6,002,028.00	23.87	0.56%	265.00
FHLMC	Aaa/AA+	3.00%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,016,785.89	100.22	11,024,211.00	0.92	0.97%	139,333.33
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,933,562.76	101.81	13,235,117.09	14.33	2.20%	69,513.89
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,021,392.27	101.81	17,307,460.81	14.33	1.64%	90,902.78
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,550,566.12	110.19	6,611,610.00	24.56	0.93%	148,500.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,893,241.93	103.01	30,903,090.00	25.80	0.60%	208,333.33
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	17,721,256.79	110.70	17,711,392.00	31.54	0.85%	297,777.78
FNMA	Aaa/AA+	3.00%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,075,498.78	100.61	15,091,290.00	2.56	0.62%	130,000.00
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,349,322.40	103.81	15,571,380.00	9.48	1.93%	156,250.00
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,481,373.41	102.45	3,493,660.94	19.84	0.72%	23,680.56
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,133,960.27	102.85	6,171,102.00	20.75	0.89%	35,200.00
Municipal Bond	Aa1/NR	4.00%	07/01/2014	05/08/2013		2,500,000.00	2,607,025.00	2,500,255.43	100.00	2,500,000.00	0.03	0.26%	49,722.22
Municipal Bond	NR/AAA	4.00%	08/01/2014	02/20/2014		1,000,000.00	1,017,290.00	1,003,415.31	100.32	1,003,240.00	1.05	0.13%	16,555.56
Municipal Bond	Aa3/AA-	2.00%	08/15/2014	04/23/2013		1,400,000.00	1,431,108.00	1,402,987.41	100.20	1,402,856.00	1.51	0.30%	10,500.00
Municipal Bond	NR/AAA	2.00%	08/15/2014	03/27/2013		1,500,000.00	1,536,225.00	1,503,293.18	100.22	1,503,225.00	1.51	0.25%	11,250.00
Municipal Bond	Aa1/AAA	0.17%	08/15/2014	10/22/2013		5,050,000.00	5,050,000.00	5,050,000.00	99.99	5,049,343.50	1.51	0.17%	3,124.69
Municipal Bond	Aa3/A+	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	100.03	550,143.00	4.07	0.74%	667.03
Municipal Bond	Aa2/AA-	3.00%	12/01/2014	03/07/2012		2,750,000.00	2,915,220.00	2,778,052.79	101.18	2,782,532.50	5.05	0.56%	6,645.83
Municipal Bond	Aa2/NR	4.00%	02/01/2015	01/16/2013		1,330,000.00	1,427,528.90	1,358,238.93	102.09	1,357,823.60	7.08	0.39%	22,018.89
Municipal Bond	Aa1/NR	3.41%	02/01/2015	01/31/2014		285,000.00	294,065.85	290,350.34	101.72	289,907.70	7.08	0.22%	4,018.84
Municipal Bond	Aa1/NR	3.41%	02/01/2015	01/31/2014		575,000.00	593,290.75	585,794.54	101.76	585,125.75	7.08	0.22%	8,108.19
Municipal Bond	Aa1/AA	2.00%	02/01/2015	02/20/2014		665,000.00	676,158.70	671,966.12	101.03	671,822.90	7.08	0.23%	4,802.78
Municipal Bond	Aa1/NR	5.00%	02/01/2015	01/31/2013		1,170,000.00	1,277,101.80	1,201,647.04	102.76	1,202,256.90	7.08	0.41%	24,212.50
Municipal Bond	Aa1/AA+	2.03%	02/15/2015	02/11/2014		300,000.00	305,436.00	303,388.29	101.02	303,057.00	7.54	0.23%	2,279.25
Municipal Bond	NR/AAA	3.00%	02/15/2015	03/28/2013		375,000.00	393,607.50	381,211.50	101.66	381,210.00	7.54	0.35%	4,218.75
Municipal Bond	Aaa/AAA	5.50%	02/15/2015	05/07/2013		2,880,000.00	3,141,244.80	2,972,582.90	103.26	2,973,830.40	7.54	0.36%	59,400.00
Municipal Bond	Aaa/NR	4.00%	02/15/2015	02/11/2014		250,000.00	259,460.00	255,896.48	102.21	255,520.00	7.54	0.25%	3,750.00
Municipal Bond	Aa2/AA	1.00%	03/01/2015	03/14/2013		1,250,000.00	1,262,187.50	1,254,147.49	100.51	1,256,412.50	8.00	0.50%	4,131.94
Municipal Bond	Aa3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	986,132.78	103.67	984,865.00	10.00	0.25%	7,473.33
Municipal Bond	Aa2/NR	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,877,778.15	100.65	1,882,211.10	10.00	0.50%	3,064.72
Municipal Bond	Aa2/NR	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	337,671.62	100.64	337,147.35	10.46	0.25%	486.59
Municipal Bond	Aa3/NR	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,355,747.98	104.64	1,360,346.00	11.48	0.50%	2,708.33
Municipal Bond	Aa2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,641,223.52	102.84	1,645,456.00	12.00	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	2,060,386.94	104.85	2,065,525.30	12.00	0.40%	48,976.39
Municipal Bond	Aaa/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	522,934.71	104.69	523,425.00	12.46	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	2,094,618.80	105.04	2,100,760.00	12.46	0.43%	45,833.33
Municipal Bond	Aa1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,586.58	100.06	300,189.00	13.02	0.32%	620.83
Municipal Bond	Aa2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	317,094.77	104.14	317,639.20	13.02	0.35%	5,049.44
Municipal Bond	Aa1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	723,176.64	105.06	724,900.20	13.02	0.70%	14,736.10
Municipal Bond	Aa3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,452,339.31	101.79	1,455,597.00	13.48	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	1,074,945.98	103.19	1,078,314.60	13.48	0.44%	11,756.25
Municipal Bond	NR/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,036,692.72	101.96	2,039,160.00	13.48	0.36%	15,000.00
Municipal Bond	Aa3/A+	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	100.50	618,081.15	16.03	1.04%	1,048.23
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.22	3,442,488.30	16.49	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	1,271,089.72	107.27	1,276,548.70	16.49	0.51%	8,121.25
Municipal Bond	Aa2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,045,355.38	105.31	1,053,080.00	17.02	0.76%	3,282.22
Municipal Bond	NR/AA+	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,142,945.86	103.40	1,147,740.00	18.49	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	5,083,497.90	102.71	5,104,488.20	19.05	0.55%	41,140.56
Municipal Bond	Aa1/NR	5.00%	02/01/2016	01/31/2013		975,000.00	1,103,914.50	1,043,338.80	107.34	1,046,545.50	19.05	0.55%	20,177.08
Municipal Bond	Aa2/AA	4.00%	02/15/2016	02/08/2013									

**Detail of Security Holdings**  
**June 30, 2014**

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	Aa2/NR	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,548,233.07	106.47	5,563,214.25	22.00	0.60%	34,252.78
Municipal Bond	NR/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.25	250,615.00	23.02	1.00%	201.39
Municipal Bond	Aa2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,873,469.81	109.00	4,905,135.00	24.00	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	2,045,667.68	108.87	2,041,218.75	25.02	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	1,071,134.98	107.52	1,075,150.00	25.02	0.56%	16,555.56
Municipal Bond	A1/NR	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,358,296.75	107.37	2,367,574.65	25.48	0.69%	33,075.00
Municipal Bond	Aaa/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,241,821.55	110.43	1,247,904.20	27.02	0.56%	13,968.06
Municipal Bond	A3/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	546,132.73	109.96	549,795.00	28.03	0.96%	4,097.22
Municipal Bond	Aa3/A+	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	100.41	502,060.00	28.03	1.25%	1,024.31
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	417,054.37	105.78	417,819.15	28.49	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	99.87	709,069.90	28.49	0.92%	815.61
Municipal Bond	Aa2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,727,815.44	108.30	1,743,662.20	29.02	0.91%	5,187.78
Municipal Bond	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,307,820.27	107.80	2,301,572.70	31.05	0.82%	35,346.11
Municipal Bond	Aaa/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,678,169.58	111.05	2,676,208.60	31.51	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	2,517,213.34	106.38	2,526,572.50	31.97	0.72%	23,552.08
Municipal Bond	NR/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,017,798.43	101.33	2,026,580.00	31.97	1.10%	9,520.00
Municipal Bond	NR/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	648,576.28	110.06	649,336.30	31.97	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	2,002,927.79	99.98	1,999,520.00	32.43	0.95%	5,833.33
Municipal Bond	Aa2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,362,792.70	111.21	1,362,359.25	33.97	0.95%	10,038.19
Municipal Bond	Aa1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,958,694.41	111.20	2,924,586.30	34.98	1.05%	11,461.69
Municipal Bond	NR/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.85	504,270.00	34.98	1.60%	644.44
Municipal Bond	Aa1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,688,589.08	107.43	5,688,524.40	36.98	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	1,468,079.87	111.49	1,449,331.00	37.44	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	100.98	252,457.50	37.44	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	6,767,110.97	112.52	6,711,519.75	38.98	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	6,240,219.38	109.33	6,248,152.35	40.00	1.18%	37,465.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	553,073.01	110.40	551,985.00	40.46	0.79%	2,500.00
Municipal Bond	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,972.26	99.08	495,380.00	40.98	1.40%	441.85
Municipal Bond	Aa1/NR	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	2,008,538.96	111.09	2,010,674.70	43.02	1.36%	33,771.18
Municipal Bond	Aa1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,408,786.34	100.03	8,402,184.00	43.02	1.30%	44,998.33
Municipal Bond	Aa1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,885,841.89	106.68	1,930,835.60	43.48	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	2,891,614.78	114.17	2,882,843.00	43.48	0.90%	47,343.75
Municipal Bond	Aa1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,083,406.40	100.31	8,025,040.00	44.39	1.36%	38,500.00
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	275,796.08	108.91	272,272.50	45.93	1.65%	1,820.40
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	551,592.17	108.91	544,545.00	45.93	1.65%	3,640.79
Municipal Bond	Aa1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,135,183.14	113.44	3,085,622.40	46.95	1.48%	12,073.02
Municipal Bond	Aaa/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	266,582.25	108.51	265,859.30	46.95	1.38%	730.24
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	228,958.10	100.18	225,402.75	47.93	1.65%	2,357.21
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	2,004,655.34	100.18	1,973,526.30	47.93	1.65%	20,638.65
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	615,641.76	100.18	606,082.95	47.93	1.65%	6,338.27
Municipal Bond	Aa1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,875,154.96	109.56	2,881,533.20	48.95	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	101.36	253,392.50	49.41	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	1,324,902.21	110.49	1,331,452.70	49.41	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	2,666,265.36	106.51	2,662,825.00	49.41	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	10,131,518.47	101.06	10,106,100.00	54.98	1.70%	72,222.22
Municipal Bond	Aa1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,734,906.55	112.39	1,742,014.00	55.44	1.69%	25,511.06
<b>TOTAL</b>						<b>469,816,902.49</b>	<b>491,287,004.07</b>	<b>481,828,526.81</b>		<b>482,977,750.81</b>	<b>17.44</b>	<b>0.78%</b>	<b>3,237,815.28</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, 2014**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Debt Service Fund		0.00%	07/01/2014	06/30/2014		25,418,921.61	25,418,921.61	25,418,921.61	100.00	25,418,921.61	0.03	0.00%	-
Legacy NOW Account		0.13%	07/01/2014	06/30/2014		34,454,513.34	34,454,513.34	34,454,513.34	100.00	34,454,513.34	0.03	0.13%	-
TexPool		0.03%	07/01/2014	06/30/2014		14,863,191.45	14,863,191.45	14,863,191.45	100.00	14,863,191.45	0.03	0.03%	-
Texas Daily		0.04%	07/01/2014	06/30/2014		14,877,286.15	14,877,286.15	14,877,286.15	100.00	14,877,286.15	0.03	0.04%	-
Municipal Bond	Aa1/NR	4.00%	07/01/2014	05/08/2013		2,500,000.00	2,607,025.00	2,500,255.43	100.00	2,500,000.00	0.03	0.26%	49,722.22
FHLMC	Aaa/AA+	3.00%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,016,785.89	100.22	11,024,211.00	1.05	0.97%	139,333.33
Municipal Bond	NR/AAA	4.00%	08/01/2014	02/20/2014		1,000,000.00	1,017,290.00	1,003,415.31	100.32	1,003,240.00	1.97	0.13%	16,555.56
Municipal Bond	Aa3/AA-	2.00%	08/15/2014	04/23/2013		1,400,000.00	1,431,108.00	1,402,987.41	100.20	1,402,856.00	2.03	0.30%	10,500.00
Municipal Bond	NR/AAA	2.00%	08/15/2014	03/27/2013		1,500,000.00	1,536,225.00	1,503,293.18	100.22	1,503,225.00	2.03	0.25%	11,250.00
Municipal Bond	Aa1/AAA	0.17%	08/15/2014	10/22/2013		5,050,000.00	5,050,000.00	5,050,000.00	99.99	5,049,343.50	2.56	0.17%	3,124.69
FHLB	Aaa/AA+	1.38%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,002,797.05	100.25	10,025,370.00	3.34	1.23%	41,250.00
FNMA	Aaa/AA+	3.00%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,075,498.78	100.61	15,091,290.00	3.51	0.62%	130,000.00
Municipal Bond	Aa3/A+	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	100.03	550,143.00	4.00	0.74%	667.03
Municipal Bond	Aa2/AA-	3.00%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,778,052.79	101.18	2,782,532.50	4.07	0.56%	6,645.83
Debt Service Fund		0.45%	12/17/2014	12/17/2013		248,121.63	248,121.63	248,121.63	100.00	248,121.63	4.52	0.45%	596.51
Certificate of Deposit		0.40%	01/13/2015	01/13/2013		5,149,573.87	5,149,573.87	5,149,573.87	100.00	5,149,573.87	4.52	0.40%	30,079.15
Municipal Bond	Aa2/NR	4.00%	02/01/2015	01/16/2013		1,330,000.00	1,427,528.90	1,358,238.93	102.09	1,357,823.60	4.92	0.39%	22,018.89
Municipal Bond	Aa1/NR	3.41%	02/01/2015	01/31/2014		285,000.00	294,065.85	290,350.34	101.72	289,907.70	5.25	0.22%	4,018.84
Municipal Bond	Aa1/NR	3.41%	02/01/2015	01/31/2014		575,000.00	593,290.75	585,794.54	101.76	585,125.75	5.25	0.22%	8,108.19
Municipal Bond	Aa1/AA	2.00%	02/01/2015	02/20/2014		665,000.00	676,158.70	671,966.12	101.03	671,822.90	5.25	0.23%	4,802.78
Municipal Bond	Aa1/NR	5.00%	02/01/2015	01/31/2013		1,170,000.00	1,277,101.80	1,201,647.04	102.76	1,202,256.90	5.25	0.41%	24,212.50
Municipal Bond	Aa1/AA+	2.03%	02/15/2015	02/11/2014		300,000.00	305,436.00	303,388.29	101.02	303,057.00	5.25	0.23%	2,279.25
Municipal Bond	NR/AAA	3.00%	02/15/2015	03/28/2013		375,000.00	393,607.50	381,211.50	101.66	381,210.00	5.25	0.35%	4,218.75
Municipal Bond	Aaa/AAA	5.50%	02/15/2015	05/07/2013		2,880,000.00	3,141,244.80	2,972,582.90	103.26	2,973,830.40	5.25	0.36%	59,400.00
Municipal Bond	Aaa/NR	4.00%	02/15/2015	02/11/2014		250,000.00	259,460.00	255,896.48	102.21	255,520.00	5.25	0.25%	3,750.00
Municipal Bond	Aa2/AA	1.00%	03/01/2015	03/14/2013		1,250,000.00	1,262,187.50	1,254,147.49	100.51	1,256,412.50	5.25	0.50%	4,131.94
Certificate of Deposit		0.30%	03/12/2015	03/14/2013		2,500,000.00	2,500,000.00	2,500,000.00	100.00	2,500,000.00	5.25	0.30%	3,721.85
Certificate of Deposit		0.30%	03/12/2015	03/13/2014		2,533,815.52	2,533,815.52	2,533,815.52	100.00	2,533,815.52	5.25	0.30%	2,291.82
FHLB	Aaa/AA+	2.75%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,598,669.18	101.81	7,702,289.62	5.25	2.09%	61,833.37
FNMA	Aaa/AA+	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,349,322.40	103.81	15,571,380.00	5.25	1.93%	156,250.00
Municipal Bond	Aa3/AA	4.80%	05/01/2015	01/31/2014		950,000.00	1,003,903.00	986,132.78	103.67	984,865.00	5.25	0.25%	7,473.33
Municipal Bond	Aa2/NR	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,877,778.15	100.65	1,882,211.10	5.25	0.50%	3,064.72
FHLB	Aaa/AA+	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,999,409.82	100.29	4,011,752.00	5.25	0.57%	2,750.00
Municipal Bond	Aa2/NR	1.16%	05/15/2015	01/30/2014		335,000.00	338,936.25	337,671.62	100.64	337,147.35	5.25	0.25%	486.59
FHLB	Aaa/AA+	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,012,218.86	101.61	1,016,100.00	5.25	0.60%	1,833.33
Certificate of Deposit		0.65%	06/01/2015	12/01/2013		246,471.35	246,471.35	246,471.35	100.00	246,471.35	5.25	0.65%	926.12
Certificate of Deposit		0.60%	06/10/2015	01/10/2014		99,462.32	99,462.32	99,462.32	100.00	99,462.32	5.25	0.60%	279.58
Municipal Bond	Aa3/NR	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,355,747.98	104.64	1,360,346.00	5.25	0.50%	2,708.33
Municipal Bond	Aa2/AA	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,641,223.52	102.84	1,645,456.00	5.25	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	2,060,386.94	104.85	2,065,525.30	5.25	0.40%	48,976.39
Municipal Bond	Aaa/AA+	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	522,934.71	104.69	523,425.00	5.25	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	2,094,618.80	105.04	2,100,760.00	5.25	0.43%	45,833.33
Municipal Bond	Aa1/AA	0.50%	08/01/2015	02/13/2014		300,000.00	300,789.00	300,586.58	100.06	300,189.00	5.25	0.32%	620.83
Municipal Bond	Aa2/AA-	4.00%	08/01/2015	02/18/2014		305,000.00	321,116.20	317,094.77	104.14	317,639.20	5.25	0.35%	5,049.44
Municipal Bond	Aa1/AAA	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	723,176.64	105.06	724,900.20	5.25	0.70%	14,736.10
Certificate of Deposit		0.60%	08/13/2015	03/13/2014		146,638.98	146,638.98	146,638.98	100.00	146,638.98	5.25	0.60%	262.74
Municipal Bond	Aa3/AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,452,339.91	101.79	1,455,597.00	5.25	0.60%	10,720.00
Municipal Bond	Aa2/AA	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	1,074,945.98	103.19	1,078,314.60	5.25	0.44%	11,756.25
Municipal Bond	NR/AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,036,692.72	101.96	2,039,160.00	5.31	0.36%	15,000.00
FHLMC	Aaa/AA+	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,933,562.76	101.81	13,235,117.09	5.38	2.20%	69,513.89
FHLMC	Aaa/AA+	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,021,392.27	101.81	17,307,460.81	5.38	1.64%	90,902.78
Municipal Bond	Aa3/A+	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	100.50	618,081.15	5.41	1.04%	1,048.23
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.22	3,442,488.30	5.64	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	1,271,089.72	107.27	1,276,548.70	6.98	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	7.44	1.25%	285.27
Municipal Bond	Aa2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,045,355.38	105.31	1,053,080.00	7.97	0.76%	3,222.22
Municipal Bond	NR/AA+	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,142,945.86	103.40	1,147,740.00	8.98	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	9.87	0.55%	23,213.13
Municipal Bond	Aa1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,083,497.90	102.71	5,104,488.20	10.46	0.55%	41,140.56
Municipal Bond	Aa1/NR	5.00%	02/01/2016	01/31/2013		975,000.00	1,103,914.50	1,043,338.80	107.34	1,046,545.50	10.46	0.55%	20,177.08
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,592,863.68	100.71	7,643,881.41	11.38	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	1,478,220.36	106.06	1,484,882.00	11.51	0.54%	21,000.00
Municipal Bond	Aaa/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	766,667.13	107.71	770,119.35	13.02	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	1,071,564.14	107.68	1,076,760.00	14.00	0.56%	18,750.00
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,481,373.41	102.45	3,493,660.94	15.41	0.72%	23,800.56
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	16.03	0.56%	38,259.23
Municipal Bond	Aa2/AA	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,321,012.08	106.21	1,327,650.00	16.03	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	2,514,433.29	101.08	2,527,050.00	16.49	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	16.49	0.50%	4,696.91
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	16.95	0.45%	337.54
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00						

**Detail of Security Holdings**  
**June 30, 2014**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,550,566.12	110.19	6,611,610.00	20.95	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	2,045,667.68	108.87	2,041,218.75	20.95	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	1,071,134.98	107.52	1,075,150.00	21.41	0.56%	16,555.56
Municipal Bond	A1/NR	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,358,296.75	107.37	2,367,574.65	21.41	0.69%	33,075.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,893,241.93	103.01	30,903,090.00	21.97	0.60%	208,333.33
Municipal Bond	Aaa/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,241,821.55	110.43	1,247,904.20	22.43	0.56%	13,968.00
Municipal Bond	A3/AA-	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	546,132.73	109.96	549,795.00	22.43	0.96%	4,097.22
Municipal Bond	Aa3/A+	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	100.41	502,060.00	22.43	1.25%	1,024.31
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	417,054.37	105.78	417,819.15	23.28	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	99.87	709,069.90	23.28	0.92%	815.61
Municipal Bond	Aa2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,727,815.44	108.30	1,743,662.20	24.98	0.91%	5,187.78
Municipal Bond	Aa3/A+	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,307,820.27	107.80	2,301,572.70	25.44	0.82%	35,346.11
Municipal Bond	Aaa/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,678,169.58	111.05	2,676,208.60	25.44	0.70%	45,187.50
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	17,721,256.79	110.70	17,711,392.00	25.97	0.85%	297,777.78
Municipal Bond	Aa1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,517,213.34	106.38	2,526,572.50	27.44	0.72%	23,552.08
Municipal Bond	NR/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,017,798.43	101.33	2,026,580.00	28.00	1.10%	9,520.00
Municipal Bond	NR/AA-	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	648,576.28	110.06	649,336.30	28.00	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	2,002,927.79	99.98	1,999,520.00	28.03	0.95%	5,833.33
Municipal Bond	Aa2/AA-	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,362,792.70	111.21	1,362,359.25	28.46	0.95%	10,038.19
Municipal Bond	Aa1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,958,694.41	111.20	2,924,586.30	28.46	1.05%	11,461.69
Municipal Bond	NR/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.85	504,270.00	28.46	1.60%	644.44
Municipal Bond	Aa1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,686,589.08	107.43	5,688,524.40	28.46	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	1,468,079.87	111.49	1,449,331.00	28.79	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	100.98	252,457.50	28.95	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	6,767,110.97	112.52	6,711,519.75	28.95	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	6,240,219.38	109.33	6,248,152.35	29.70	1.18%	37,465.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	553,073.01	110.40	551,985.00	29.97	0.79%	2,500.00
Municipal Bond	Aa2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	494,972.26	99.08	495,380.00	30.43	1.40%	441.85
Municipal Bond	Aa1/NR	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	2,008,538.96	111.09	2,010,674.70	30.95	1.36%	33,771.18
Municipal Bond	Aa1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,408,786.34	100.03	8,402,184.00	32.95	1.30%	44,998.33
Municipal Bond	Aa1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,885,841.89	106.68	1,930,835.60	33.51	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	2,891,614.78	114.17	2,882,843.00	33.97	0.90%	47,343.75
Municipal Bond	Aa1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,083,406.40	100.31	8,025,040.00	33.97	1.36%	38,500.00
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	275,796.08	108.91	272,272.50	34.75	1.65%	1,820.40
Municipal Bond	Aa2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	551,592.17	108.91	544,545.00	35.97	1.65%	3,640.79
Municipal Bond	Aa1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,135,183.14	113.44	3,085,622.40	36.98	1.48%	12,073.02
Municipal Bond	Aaa/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	266,582.25	108.51	265,859.30	36.98	1.38%	730.24
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	228,958.10	100.18	225,402.75	37.44	1.65%	2,357.21
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	2,004,655.34	100.18	1,973,526.30	37.44	1.65%	20,638.65
Municipal Bond	Aa3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	615,641.76	100.18	606,082.95	37.97	1.65%	6,338.27
Municipal Bond	Aa1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,875,154.96	109.56	2,881,533.20	40.00	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	101.36	253,392.50	40.46	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	1,324,902.21	110.49	1,331,452.70	40.92	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	2,666,265.36	106.51	2,662,825.00	40.92	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	10,131,518.47	101.06	10,106,100.00	42.92	1.70%	72,222.22
Municipal Bond	Aa1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,734,906.55	112.39	1,742,014.00	46.39	1.69%	25,511.06
<b>TOTAL</b>						<b>469,816,902.49</b>	<b>491,287,004.07</b>	<b>481,828,526.81</b>		<b>482,977,750.81</b>	<b>17.44</b>	<b>0.78%</b>	<b>3,237,815.28</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

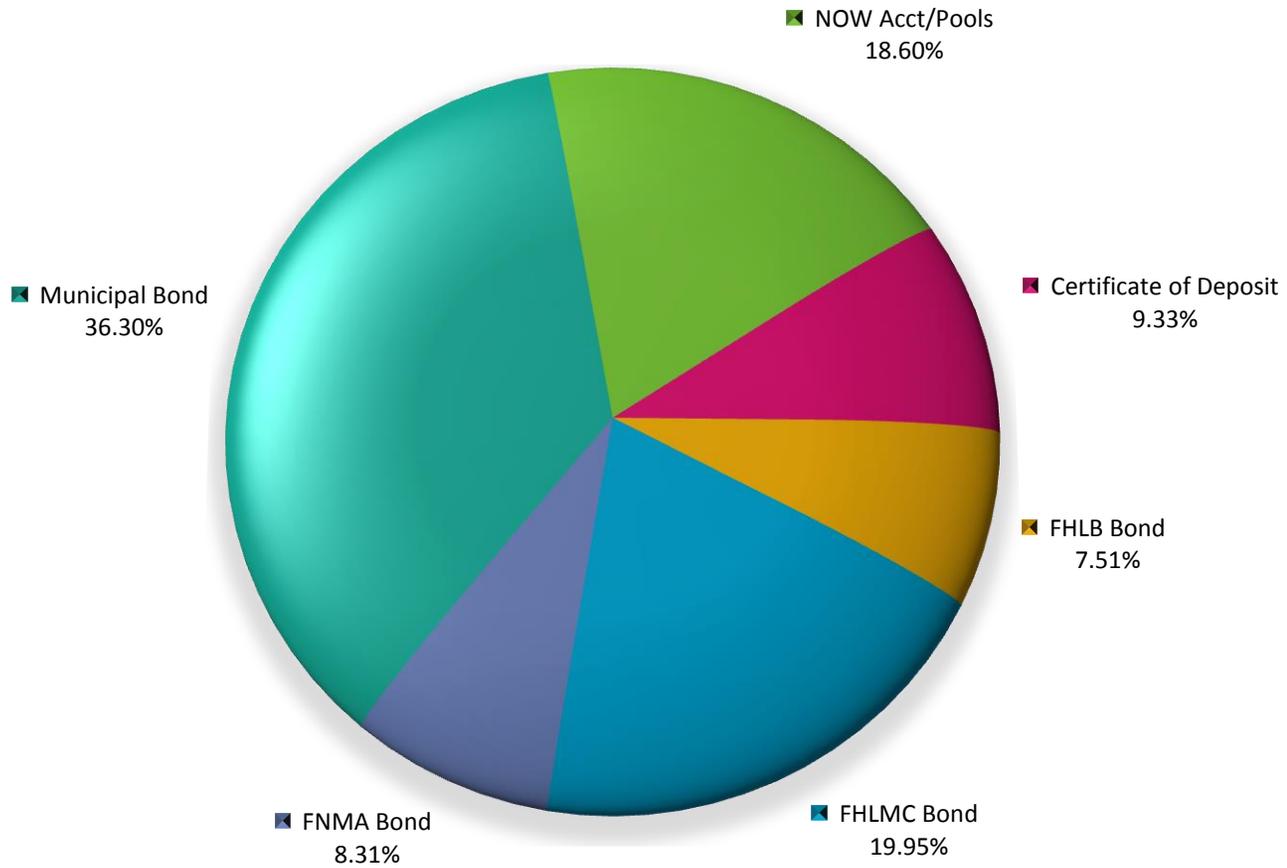
**AA-** obligations rated Aa are judged to be of high quality and are subject to very low credit risk

**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)

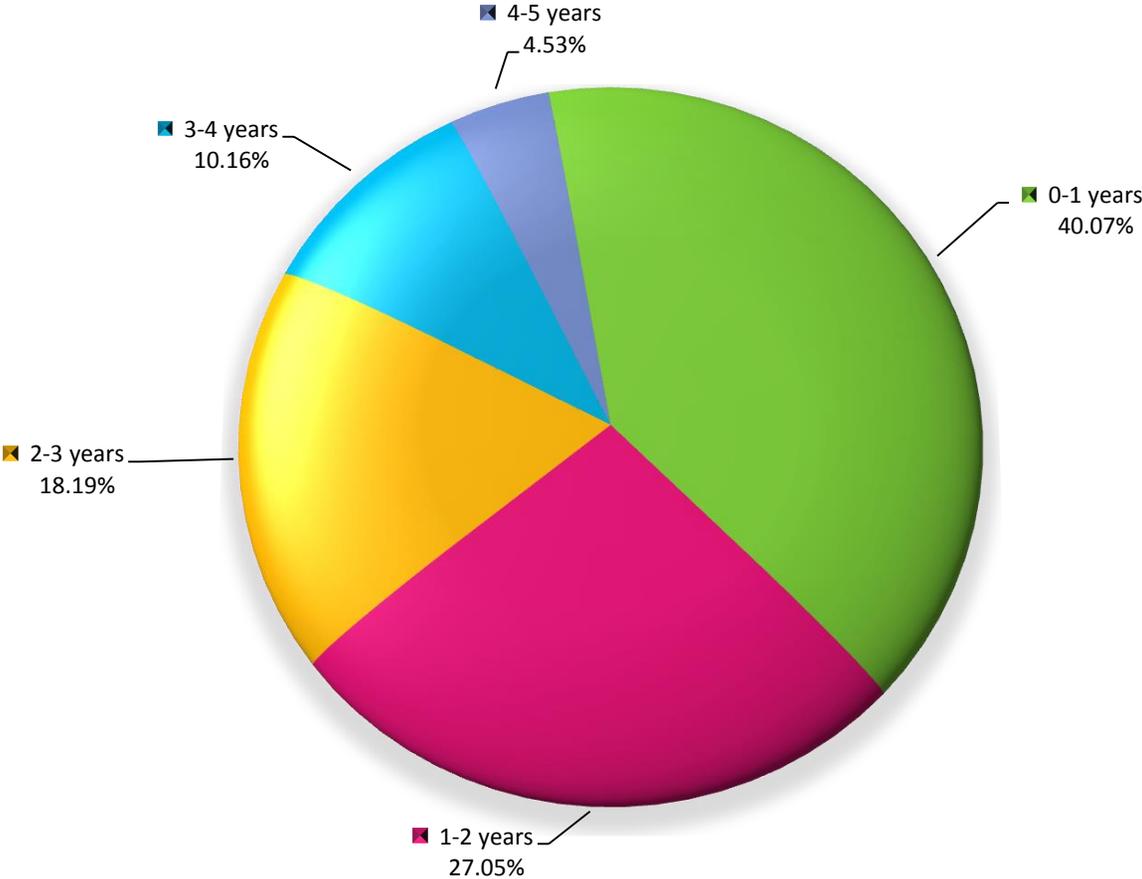
# Portfolio Composition 6/30/14



Debt Se

Debt Se

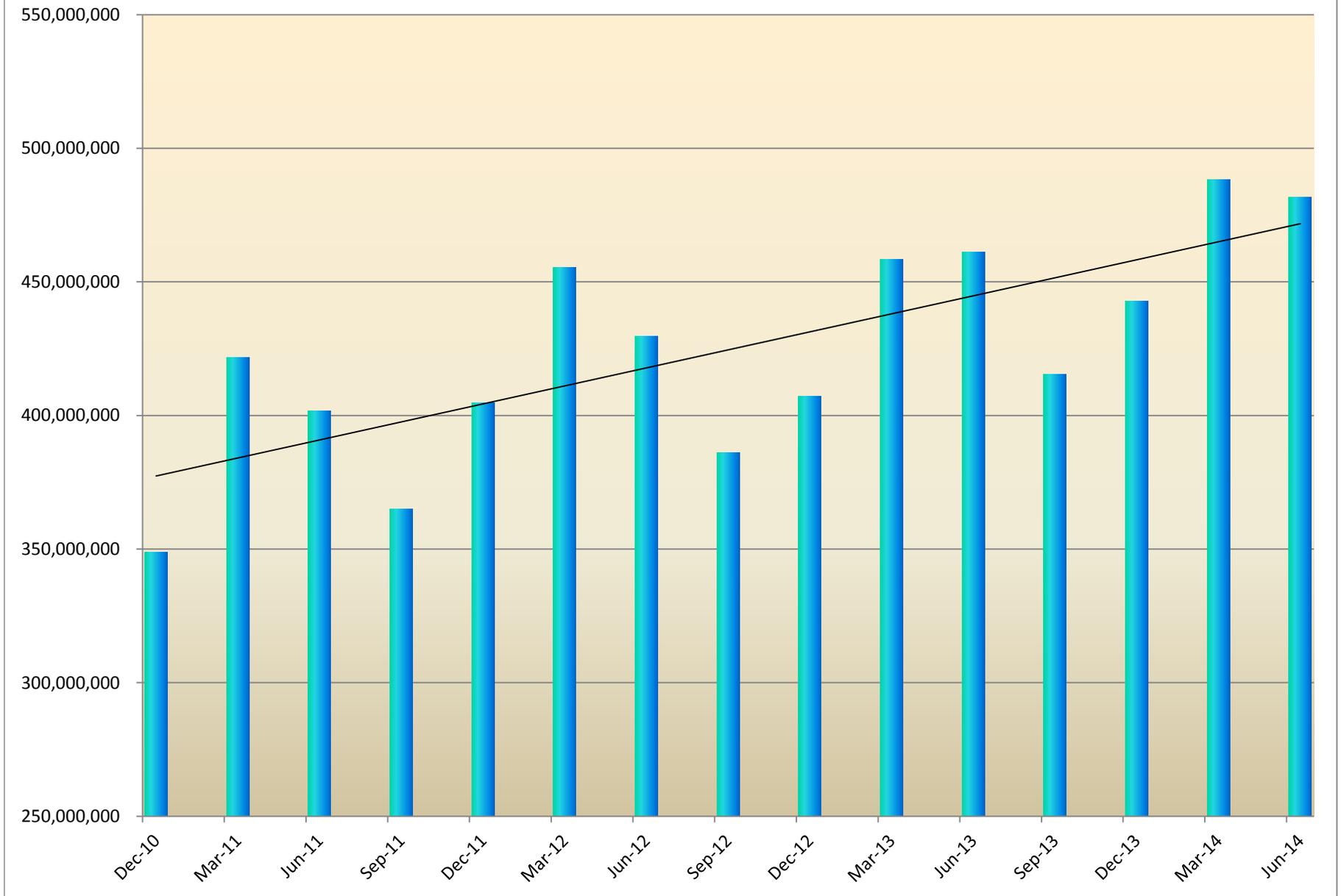
# Portfolio Maturities 6/30/14



Debt

Debt

## Quarter End Book Value



## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2014			June 30, 2014		
			Par Value	Adjusted Book Value	Purchase/Adjustment	Maturity/Call/Adjustment	Par Value	Adjusted Book Value
Debt Service Fund	0.00%	07/01/14	25,998,575.97	25,998,575.97	-	(579,654.36)	25,418,921.61	25,418,921.61
Legacy NOW Account	0.13%	07/01/14	34,441,322.08	34,441,322.08	13,191.26	-	34,454,513.34	34,454,513.34
TexPool	0.03%	07/01/14	12,162,249.26	12,162,249.26	2,700,942.19	-	14,863,191.45	14,863,191.45
Texas Daily	0.04%	07/01/14	12,176,048.66	12,176,048.66	2,701,237.49	-	14,877,286.15	14,877,286.15
Certificate of Deposit	1.24%	05/31/14	245,000.00	245,000.00	-	(245,000.00)	-	-
Certificate of Deposit	0.45%	12/17/14	248,121.63	248,121.63	-	-	248,121.63	248,121.63
Certificate of Deposit	0.40%	01/13/15	5,149,573.87	5,149,573.87	-	-	5,149,573.87	5,149,573.87
Certificate of Deposit	0.30%	03/12/15	2,500,000.00	2,500,000.00	-	-	2,500,000.00	2,500,000.00
Certificate of Deposit	0.30%	03/12/15	2,533,815.52	2,533,815.52	-	-	2,533,815.52	2,533,815.52
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	-	-	246,471.35	246,471.35
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	-	-	99,462.32	99,462.32
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	-	10,202,037.58	10,202,037.58
Debt Service Fund	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
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,006,236.67	-	(3,439.62)	10,000,000.00	10,002,797.05
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,610,637.52	-	(11,968.34)	7,565,000.00	7,598,669.18
FHLB Bonds	0.57%	05/15/15	4,000,000.00	3,999,247.57	162.25	-	4,000,000.00	3,999,409.82
FHLB Bonds	0.60%	05/27/15	1,000,000.00	1,015,704.50	-	(3,485.64)	1,000,000.00	1,012,218.86
FHLB Bonds	0.68%	02/02/16	7,590,000.00	7,593,311.44	-	(447.76)	7,590,000.00	7,592,863.68
FHLB Bonds	0.56%	06/27/16	6,000,000.00	5,995,587.21	490.31	-	6,000,000.00	5,996,077.52
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,071,340.02	-	(54,554.13)	11,000,000.00	11,016,785.89
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,919,728.00	13,834.76	-	13,000,000.00	12,933,562.76
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,025,846.95	-	(4,454.68)	17,000,000.00	17,021,392.27
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,617,457.33	-	(66,891.21)	6,000,000.00	6,550,566.12
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,996,526.58	-	(103,284.65)	30,000,000.00	30,893,241.93
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,884,078.38	-	(162,821.59)	16,000,000.00	17,721,256.79
FNMA Bond	0.40%	05/15/14	6,000,000.00	6,015,485.66	-	(6,015,485.66)	-	-
FNMA Bond	0.62%	09/16/14	15,000,000.00	15,163,580.70	-	(88,081.92)	15,000,000.00	15,075,498.78
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,459,316.64	-	(109,994.24)	15,000,000.00	15,349,322.40
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,492,108.91	-	(10,735.50)	3,410,000.00	3,481,373.41
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,153,218.38	-	(19,258.11)	6,000,000.00	6,133,960.27
Municipal Bonds	1.20%	04/21/14	250,000.00	266,094.07	-	(266,094.07)	-	-
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,843,802.26	-	(2,843,802.26)	-	-
Municipal Bonds	0.17%	06/01/14	500,000.00	502,434.07	-	(502,434.07)	-	-
Municipal Bonds	0.26%	07/01/14	2,500,000.00	2,523,499.52	-	(23,244.09)	2,500,000.00	2,500,255.43
Municipal Bonds	0.13%	08/01/14	1,000,000.00	1,013,127.59	-	(9,712.28)	1,000,000.00	1,003,415.31
Municipal Bonds	0.30%	08/15/14	1,400,000.00	1,408,897.28	-	(5,909.87)	1,400,000.00	1,402,987.41
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,509,807.95	-	(6,514.77)	1,500,000.00	1,503,293.18
Municipal Bonds	0.17%	08/15/14	5,050,000.00	5,050,000.00	-	-	5,050,000.00	5,050,000.00
Municipal Bonds	0.74%	11/01/14	550,000.00	550,000.00	-	-	550,000.00	550,000.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,794,629.44	-	(16,576.65)	2,750,000.00	2,778,052.79
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,370,135.89	-	(11,896.96)	1,330,000.00	1,358,238.93
Municipal Bonds	0.22%	02/01/15	285,000.00	292,604.42	-	(2,254.08)	285,000.00	290,350.34
Municipal Bonds	0.22%	02/01/15	575,000.00	590,342.24	-	(4,547.70)	575,000.00	585,794.54
Municipal Bonds	0.23%	02/01/15	665,000.00	674,900.93	-	(2,934.81)	665,000.00	671,966.12
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,214,979.83	-	(13,332.79)	1,170,000.00	1,201,647.04
Municipal Bonds	0.23%	02/15/15	300,000.00	304,728.88	-	(1,340.59)	300,000.00	303,388.29
Municipal Bonds	0.35%	02/15/15	375,000.00	383,669.10	-	(2,457.60)	375,000.00	381,211.50
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,009,213.53	-	(36,630.63)	2,880,000.00	2,972,582.90
Municipal Bonds	0.25%	02/15/15	250,000.00	258,229.43	-	(2,332.95)	250,000.00	255,896.48
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,255,694.30	-	(1,546.81)	1,250,000.00	1,254,147.49
Municipal Bonds	0.25%	05/01/15	950,000.00	996,913.38	-	(10,780.60)	950,000.00	986,132.78
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,880,098.84	-	(2,320.69)	1,870,000.00	1,877,778.15
Municipal Bonds	0.25%	05/15/15	335,000.00	338,433.75	-	(762.13)	335,000.00	337,671.62
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,370,242.46	-	(14,494.48)	1,300,000.00	1,355,747.98
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,651,473.08	-	(10,249.56)	1,600,000.00	1,641,223.52
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,082,860.20	-	(22,473.26)	1,970,000.00	2,060,386.94
Municipal Bonds	0.56%	07/15/15	500,000.00	528,426.97	-	(5,492.26)	500,000.00	522,934.71
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,117,277.51	-	(22,658.71)	2,000,000.00	2,094,618.80
Municipal Bonds	0.32%	08/01/15	300,000.00	300,721.03	-	(134.45)	300,000.00	300,586.58
Municipal Bonds	0.35%	08/01/15	305,000.00	319,867.12	-	(2,772.35)	305,000.00	317,094.77
Municipal Bonds	0.70%	08/01/15	690,000.00	730,781.37	-	(7,604.73)	690,000.00	723,176.64
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,457,285.48	-	(4,946.17)	1,430,000.00	1,452,339.31
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,081,576.35	-	(6,630.37)	1,045,000.00	1,074,945.98
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,044,816.90	-	(8,124.18)	2,000,000.00	2,036,692.72
Municipal Bonds	1.04%	11/01/15	615,000.00	615,000.00	-	-	615,000.00	615,000.00

## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2014		Purchase/ Adjustment	Maturity/Call/ Adjustment	June 30, 2014	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,285,760.02	-	(14,670.30)	1,190,000.00	1,271,089.72
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,053,307.86	-	(7,952.48)	1,000,000.00	1,045,355.38
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,148,261.59	-	(5,315.73)	1,110,000.00	1,142,945.86
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,101,274.68	-	(17,776.78)	4,970,000.00	5,083,497.90
Municipal Bonds	0.55%	02/01/16	975,000.00	1,054,042.47	-	(10,703.67)	975,000.00	1,043,338.80
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,490,183.48	-	(11,963.12)	1,400,000.00	1,478,220.36
Municipal Bonds	0.52%	02/15/16	715,000.00	774,569.16	-	(7,902.03)	715,000.00	766,667.13
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,082,509.24	-	(10,945.10)	1,000,000.00	1,071,564.14
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,331,605.68	-	(10,593.60)	1,250,000.00	1,321,012.08
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,516,586.45	-	(2,153.16)	2,500,000.00	2,514,433.29
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,112,931.70	-	(24,606.26)	2,915,000.00	3,088,325.44
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,089,532.22	-	(10,921.49)	1,000,000.00	1,078,610.73
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,592,069.45	-	(43,836.38)	5,225,000.00	5,548,233.07
Municipal Bonds	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bonds	0.80%	07/01/16	4,500,000.00	4,919,898.43	-	(46,428.62)	4,500,000.00	4,873,469.81
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,066,022.54	-	(20,354.86)	1,875,000.00	2,045,667.68
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,079,618.97	-	(8,483.99)	1,000,000.00	1,071,134.98
Municipal Bonds	0.69%	08/15/16	2,205,000.00	2,376,250.42	-	(17,953.67)	2,205,000.00	2,358,296.75
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,254,170.77	-	(12,349.22)	1,130,000.00	1,241,821.55
Municipal Bonds	1.25%	11/01/16	500,000.00	500,000.00	-	46,132.73	500,000.00	546,132.73
Municipal Bonds	0.96%	11/01/16	500,000.00	551,042.77	-	(51,042.77)	500,000.00	500,000.00
Municipal Bonds	0.62%	11/15/16	395,000.00	419,363.87	-	(2,309.50)	395,000.00	417,054.37
Municipal Bonds	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,739,929.79	-	(12,114.35)	1,610,000.00	1,727,815.44
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,324,427.08	-	(16,606.81)	2,135,000.00	2,307,820.27
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,703,563.37	-	(25,393.79)	2,410,000.00	2,678,169.58
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,530,486.58	-	(13,273.24)	2,375,000.00	2,517,213.34
Municipal Bonds	1.10%	03/01/17	2,000,000.00	2,019,459.62	-	(1,661.19)	2,000,000.00	2,017,798.43
Municipal Bonds	0.72%	03/01/17	590,000.00	654,043.40	-	(5,467.12)	590,000.00	648,576.28
Municipal Bonds	0.95%	03/15/17	2,000,000.00	2,003,197.18	-	(269.39)	2,000,000.00	2,002,927.79
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,374,896.11	-	(12,103.41)	1,225,000.00	1,362,792.70
Municipal Bonds	1.05%	06/01/17	2,630,000.00	2,986,727.39	-	(28,032.98)	2,630,000.00	2,958,694.41
Municipal Bonds	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bonds	1.10%	08/01/17	5,295,000.00	5,718,180.04	-	(31,590.96)	5,295,000.00	5,686,589.08
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,481,473.27	-	(13,393.40)	1,300,000.00	1,468,079.87
Municipal Bonds	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bonds	1.05%	10/01/17	5,965,000.00	6,828,500.46	-	(61,389.49)	5,965,000.00	6,767,110.97
Municipal Bonds	1.18%	11/01/17	5,715,000.00	6,279,395.58	-	(39,176.20)	5,715,000.00	6,240,219.38
Municipal Bonds	0.79%	11/15/17	500,000.00	556,986.82	-	(3,913.81)	500,000.00	553,073.01
Municipal Bonds	1.40%	12/01/17	500,000.00	494,606.24	366.02	-	500,000.00	494,972.26
Municipal Bonds	1.36%	02/01/18	1,810,000.00	2,022,309.58	-	(13,770.62)	1,810,000.00	2,008,538.96
Municipal Bonds	1.30%	02/01/18	8,400,000.00	8,409,395.76	-	(609.42)	8,400,000.00	8,408,786.34
Municipal Bonds	1.35%	02/15/18	1,810,000.00	1,915,848.90	-	(30,007.01)	1,810,000.00	1,885,841.89
Municipal Bonds	0.90%	02/15/18	2,525,000.00	2,916,774.62	-	(25,159.84)	2,525,000.00	2,891,614.78
Municipal Bonds	1.36%	03/15/18	8,000,000.00	8,089,012.00	-	(5,605.60)	8,000,000.00	8,083,406.40
Municipal Bonds	1.65%	05/01/18	250,000.00	277,471.63	-	(1,675.55)	250,000.00	275,796.08
Municipal Bonds	1.65%	05/01/18	500,000.00	554,943.26	-	(3,351.09)	500,000.00	551,592.17
Municipal Bonds	1.48%	06/01/18	2,720,000.00	3,161,566.99	-	(26,383.85)	2,720,000.00	3,135,183.14
Municipal Bonds	1.38%	06/01/18	245,000.00	267,953.74	-	(1,371.49)	245,000.00	266,582.25
Municipal Bonds	1.65%	07/01/18	225,000.00	229,204.46	-	(246.36)	225,000.00	228,958.10
Municipal Bonds	1.65%	07/01/18	1,970,000.00	2,006,812.41	-	(2,157.07)	1,970,000.00	2,004,655.34
Municipal Bonds	1.65%	07/01/18	605,000.00	616,304.14	-	(662.38)	605,000.00	615,641.76
Municipal Bonds	1.55%	08/01/18	2,630,000.00	2,890,097.43	-	(14,942.47)	2,630,000.00	2,875,154.96
Municipal Bonds	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bonds	1.53%	08/15/18	1,205,000.00	1,332,142.49	-	(7,240.28)	1,205,000.00	1,324,902.21
Municipal Bonds	1.55%	08/15/18	2,500,000.00	2,676,305.28	-	(10,039.92)	2,500,000.00	2,666,265.36
Municipal Bonds	1.70%	02/01/19	10,000,000.00	10,138,655.13	-	(7,136.66)	10,000,000.00	10,131,518.47
Municipal Bonds	1.69%	02/15/19	1,550,000.00	1,744,857.17	-	(9,950.62)	1,550,000.00	1,734,906.55
<b>TOTAL</b>			<b>\$ 474,566,185.91</b>	<b>\$ 488,222,693.23</b>	<b>\$ 5,675,224.28</b>	<b>\$ (12,069,390.70)</b>	<b>\$ 469,816,902.49</b>	<b>\$ 481,828,526.81</b>

## Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2014		Qtr to Qtr Change (1)	June 30, 2014	
			Par Value	Market Value		Par Value	Market Value
Debt Service Fund	0.00%	07/01/14	25,998,575.97	25,998,575.97	(579,654.36)	25,418,921.61	25,418,921.61
Legacy NOW Account	0.13%	07/01/14	34,441,322.08	34,441,322.08	13,191.26	34,454,513.34	34,454,513.34
TexPool	0.03%	07/01/14	12,162,249.26	12,162,249.26	2,700,942.19	14,863,191.45	14,863,191.45
Texas Daily	0.04%	07/01/14	12,176,048.66	12,176,048.66	2,701,237.49	14,877,286.15	14,877,286.15
Certificate of Deposit	1.24%	05/31/14	245,000.00	245,000.00	(245,000.00)	-	-
Certificate of Deposit	0.45%	12/17/14	248,121.63	248,121.63	-	248,121.63	248,121.63
Certificate of Deposit	0.40%	01/13/15	5,149,573.87	5,149,573.87	-	5,149,573.87	5,149,573.87
Certificate of Deposit	0.30%	03/12/15	2,500,000.00	2,500,000.00	-	2,500,000.00	2,500,000.00
Certificate of Deposit	0.30%	03/12/15	2,533,815.52	2,533,815.52	-	2,533,815.52	2,533,815.52
Certificate of Deposit	0.65%	06/01/15	246,471.35	246,471.35	-	246,471.35	246,471.35
Certificate of Deposit	0.60%	06/10/15	99,462.32	99,462.32	-	99,462.32	99,462.32
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	146,638.98	146,638.98
Certificate of Deposit	1.25%	11/27/15	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	10,202,037.58	10,202,037.58
Debt Service Fund	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
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,057,560.00	(32,190.00)	10,000,000.00	10,025,370.00
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,750,350.06	(48,060.44)	7,565,000.00	7,702,289.62
FHLB Bond	0.57%	05/15/15	4,000,000.00	4,013,456.00	(1,704.00)	4,000,000.00	4,011,752.00
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,020,055.00	(3,955.00)	1,000,000.00	1,016,100.00
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,638,097.83	5,783.58	7,590,000.00	7,643,881.41
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,981,670.00	20,358.00	6,000,000.00	6,002,028.00
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,101,079.00	(76,868.00)	11,000,000.00	11,024,211.00
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,276,900.00	(41,782.91)	13,000,000.00	13,235,117.09
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,362,100.00	(54,639.19)	17,000,000.00	17,307,460.81
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,676,134.00	(64,524.00)	6,000,000.00	6,611,610.00
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,974,010.00	(70,920.00)	30,000,000.00	30,903,090.00
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,861,520.00	(150,128.00)	16,000,000.00	17,711,392.00
FNMA Bond	0.40%	05/15/14	6,000,000.00	6,017,622.00	(6,017,622.00)	-	-
FNMA Bond	0.62%	09/16/14	15,000,000.00	15,197,325.00	(106,035.00)	15,000,000.00	15,091,290.00
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,747,000.00	(175,620.00)	15,000,000.00	15,571,380.00
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,510,745.04	(17,084.10)	3,410,000.00	3,493,660.94
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,202,524.00	(31,422.00)	6,000,000.00	6,171,102.00
Municipal Bonds	1.20%	04/21/14	250,000.00	250,455.00	(250,455.00)	-	-
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,842,994.70	(2,842,994.70)	-	-
Municipal Bonds	0.17%	06/01/14	500,000.00	502,235.00	(502,235.00)	-	-
Municipal Bonds	0.26%	07/01/14	2,500,000.00	2,523,650.00	(23,650.00)	2,500,000.00	2,500,000.00
Municipal Bonds	0.13%	08/01/14	1,000,000.00	1,012,810.00	(9,570.00)	1,000,000.00	1,003,240.00
Municipal Bonds	0.30%	08/15/14	1,400,000.00	1,408,862.00	(6,006.00)	1,400,000.00	1,402,856.00
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,510,110.00	(6,885.00)	1,500,000.00	1,503,225.00
Municipal Bonds	0.17%	08/15/14	5,050,000.00	5,048,232.50	1,111.00	5,050,000.00	5,049,343.50
Municipal Bonds	0.74%	11/01/14	550,000.00	550,253.00	(110.00)	550,000.00	550,143.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,801,755.00	(19,222.50)	2,750,000.00	2,782,532.50
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,368,809.40	(10,985.80)	1,330,000.00	1,357,823.60
Municipal Bonds	0.22%	02/01/15	285,000.00	291,426.75	(1,519.05)	285,000.00	289,907.70
Municipal Bonds	0.22%	02/01/15	575,000.00	589,547.50	(4,421.75)	575,000.00	585,125.75
Municipal Bonds	0.23%	02/01/15	665,000.00	674,542.75	(2,719.85)	665,000.00	671,822.90
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,215,793.80	(13,536.90)	1,170,000.00	1,202,256.90
Municipal Bonds	0.23%	02/15/15	300,000.00	304,320.00	(1,263.00)	300,000.00	303,057.00
Municipal Bonds	0.35%	02/15/15	375,000.00	383,756.25	(2,546.25)	375,000.00	381,210.00
Municipal Bonds	0.36%	02/15/15	2,880,000.00	3,012,105.60	(38,275.20)	2,880,000.00	2,973,830.40
Municipal Bonds	0.25%	02/15/15	250,000.00	257,777.50	(2,257.50)	250,000.00	255,520.00
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,258,337.50	(1,925.00)	1,250,000.00	1,256,412.50
Municipal Bonds	0.25%	05/01/15	950,000.00	995,486.00	(10,621.00)	950,000.00	984,865.00
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,884,679.50	(2,468.40)	1,870,000.00	1,882,211.10
Municipal Bonds	0.25%	05/15/15	335,000.00	337,090.40	56.95	335,000.00	337,147.35
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,374,256.00	(13,910.00)	1,300,000.00	1,360,346.00
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,656,256.00	(10,800.00)	1,600,000.00	1,645,456.00
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,087,727.20	(22,201.90)	1,970,000.00	2,065,525.30
Municipal Bonds	0.56%	07/15/15	500,000.00	528,675.00	(5,250.00)	500,000.00	523,425.00
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,123,240.00	(22,480.00)	2,000,000.00	2,100,760.00
Municipal Bonds	0.32%	08/01/15	300,000.00	300,288.00	(99.00)	300,000.00	300,189.00
Municipal Bonds	0.35%	08/01/15	305,000.00	320,277.45	(2,638.25)	305,000.00	317,639.20
Municipal Bonds	0.70%	08/01/15	690,000.00	733,828.80	(8,928.60)	690,000.00	724,900.20
Municipal Bonds	0.60%	08/15/15	1,430,000.00	1,459,772.60	(4,175.60)	1,430,000.00	1,455,597.00
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,083,894.90	(5,580.30)	1,045,000.00	1,078,314.60
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,047,180.00	(8,020.00)	2,000,000.00	2,039,160.00
Municipal Bonds	1.04%	11/01/15	615,000.00	618,856.05	(774.90)	615,000.00	618,081.15

## Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2014		Qtr to Qtr Change (1)	June 30, 2014	
			Par Value	Market Value		Par Value	Market Value
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,440,083.80	2,404.50	3,435,000.00	3,442,488.30
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,290,531.20	(13,982.50)	1,190,000.00	1,276,548.70
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,061,780.00	(8,700.00)	1,000,000.00	1,053,080.00
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,150,681.50	(2,941.50)	1,110,000.00	1,147,740.00
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,115,571.30	(11,083.10)	4,970,000.00	5,104,488.20
Municipal Bonds	0.55%	02/01/16	975,000.00	1,054,911.00	(8,365.50)	975,000.00	1,046,545.50
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,493,632.00	(8,750.00)	1,400,000.00	1,484,882.00
Municipal Bonds	0.52%	02/15/16	715,000.00	776,382.75	(6,263.40)	715,000.00	770,119.35
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,085,460.00	(8,700.00)	1,000,000.00	1,076,760.00
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,335,337.50	(7,687.50)	1,250,000.00	1,327,650.00
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,523,775.00	3,275.00	2,500,000.00	2,527,050.00
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,113,015.95	(11,047.85)	2,915,000.00	3,101,968.10
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,090,280.00	(6,190.00)	1,000,000.00	1,084,090.00
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,583,121.50	(19,907.25)	5,225,000.00	5,563,214.25
Municipal Bonds	1.00%	06/01/16	250,000.00	250,692.50	(77.50)	250,000.00	250,615.00
Municipal Bonds	0.80%	07/01/16	4,500,000.00	4,907,925.00	(2,790.00)	4,500,000.00	4,905,135.00
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,065,818.75	(24,600.00)	1,875,000.00	2,041,218.75
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,079,370.00	(4,220.00)	1,000,000.00	1,075,150.00
Municipal Bonds	0.69%	08/15/16	2,205,000.00	2,378,776.05	(11,201.40)	2,205,000.00	2,367,574.65
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,256,492.20	(8,588.00)	1,130,000.00	1,247,904.20
Municipal Bonds	0.96%	11/01/16	500,000.00	551,575.00	(1,780.00)	500,000.00	549,795.00
Municipal Bonds	1.25%	11/01/16	500,000.00	502,280.00	(220.00)	500,000.00	502,060.00
Municipal Bonds	0.62%	11/15/16	395,000.00	419,043.65	(1,224.50)	395,000.00	417,819.15
Municipal Bonds	0.92%	11/15/16	710,000.00	708,459.30	610.60	710,000.00	709,069.90
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,750,714.00	(7,051.80)	1,610,000.00	1,743,662.20
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,304,647.10	(3,074.40)	2,135,000.00	2,301,572.70
Municipal Bonds	0.70%	02/15/17	2,410,000.00	2,694,090.80	(17,882.20)	2,410,000.00	2,676,208.60
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,522,725.00	3,847.50	2,375,000.00	2,526,572.50
Municipal Bonds	1.10%	03/01/17	2,000,000.00	2,020,120.00	6,460.00	2,000,000.00	2,026,580.00
Municipal Bonds	0.72%	03/01/17	590,000.00	650,303.90	(967.60)	590,000.00	649,336.30
Municipal Bonds	0.95%	03/15/17	2,000,000.00	1,990,520.00	9,000.00	2,000,000.00	1,999,520.00
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,368,778.25	(6,419.00)	1,225,000.00	1,362,359.25
Municipal Bonds	1.05%	06/01/17	2,630,000.00	2,935,895.30	(11,309.00)	2,630,000.00	2,924,586.30
Municipal Bonds	1.60%	06/01/17	500,000.00	500,535.00	3,735.00	500,000.00	504,270.00
Municipal Bonds	1.10%	08/01/17	5,295,000.00	5,694,666.60	(6,142.20)	5,295,000.00	5,688,524.40
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,448,980.00	351.00	1,300,000.00	1,449,331.00
Municipal Bonds	1.47%	08/15/17	250,000.00	251,287.50	1,170.00	250,000.00	252,457.50
Municipal Bonds	1.05%	10/01/17	5,965,000.00	6,734,007.80	(22,488.05)	5,965,000.00	6,711,519.75
Municipal Bonds	1.18%	11/01/17	5,715,000.00	6,254,781.75	(6,629.40)	5,715,000.00	6,248,152.35
Municipal Bonds	0.79%	11/15/17	500,000.00	552,770.00	(785.00)	500,000.00	551,985.00
Municipal Bonds	1.40%	12/01/17	500,000.00	492,320.00	3,060.00	500,000.00	495,380.00
Municipal Bonds	1.36%	02/01/18	1,810,000.00	2,009,661.10	1,013.60	1,810,000.00	2,010,674.70
Municipal Bonds	1.30%	02/01/18	8,400,000.00	8,338,512.00	63,672.00	8,400,000.00	8,402,184.00
Municipal Bonds	1.35%	02/15/18	1,810,000.00	1,924,518.70	6,316.90	1,810,000.00	1,930,835.60
Municipal Bonds	0.90%	02/15/18	2,525,000.00	2,896,755.75	(13,912.75)	2,525,000.00	2,882,843.00
Municipal Bonds	1.36%	03/15/18	8,000,000.00	7,964,240.00	60,800.00	8,000,000.00	8,025,040.00
Municipal Bonds	1.65%	05/01/18	250,000.00	272,345.00	(72.50)	250,000.00	272,272.50
Municipal Bonds	1.65%	05/01/18	500,000.00	544,690.00	(145.00)	500,000.00	544,545.00
Municipal Bonds	1.48%	06/01/18	2,720,000.00	3,093,075.20	(7,452.80)	2,720,000.00	3,085,622.40
Municipal Bonds	1.38%	06/01/18	245,000.00	265,820.10	39.20	245,000.00	265,859.30
Municipal Bonds	1.65%	07/01/18	225,000.00	226,093.50	(690.75)	225,000.00	225,402.75
Municipal Bonds	1.65%	07/01/18	1,970,000.00	1,979,574.20	(6,047.90)	1,970,000.00	1,973,526.30
Municipal Bonds	1.65%	07/01/18	605,000.00	607,940.30	(1,857.35)	605,000.00	606,082.95
Municipal Bonds	1.55%	08/01/18	2,630,000.00	2,877,246.30	4,286.90	2,630,000.00	2,881,533.20
Municipal Bonds	1.92%	08/15/18	250,000.00	252,060.00	1,332.50	250,000.00	253,392.50
Municipal Bonds	1.53%	08/15/18	1,205,000.00	1,327,922.05	3,530.65	1,205,000.00	1,331,452.70
Municipal Bonds	1.55%	08/15/18	2,500,000.00	2,674,675.00	(11,850.00)	2,500,000.00	2,662,825.00
Municipal Bonds	1.70%	02/01/19	10,000,000.00	10,027,800.00	78,300.00	10,000,000.00	10,106,100.00
Municipal Bonds	1.69%	02/15/19	1,550,000.00	1,735,101.00	6,913.00	1,550,000.00	1,742,014.00
<b>TOTAL</b>			<b>\$ 474,566,185.91</b>	<b>\$ 488,898,785.14</b>	<b>\$ (5,921,034.33)</b>	<b>\$ 469,816,902.49</b>	<b>\$ 482,977,750.81</b>

<b>Book Value Allocation</b>						
	<b>March 31, 2014</b>		<b>June 30, 2014</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>	21.63%	105,613,977.99	17.80%	85,787,183.55	<b>-3.83%</b>	<b>(19,826,794.44)</b>
<b>Debt Service Fund</b>	6.82%	33,285,218.37	7.01%	33,757,385.83	<b>0.19%</b>	<b>472,167.46</b>
<b>Capital Projects Funds</b>	28.48%	139,043,105.28	32.47%	156,439,836.73	<b>3.99%</b>	<b>17,396,731.44</b>
<b>Enterprise Funds</b>	14.65%	71,547,376.09	14.28%	68,795,405.06	<b>-0.38%</b>	<b>(2,751,971.03)</b>
<b>Special Revenue Funds</b>	13.34%	65,128,972.33	13.52%	65,151,051.25	<b>0.18%</b>	<b>22,078.92</b>
<b>Internal Service Funds</b>	14.28%	69,731,962.06	14.11%	67,983,925.78	<b>-0.17%</b>	<b>(1,748,036.27)</b>
<b>Fiduciary Funds</b>	0.78%	3,791,400.29	0.77%	3,706,723.43	<b>-0.01%</b>	<b>(84,676.86)</b>
<b>115 Trust</b>	0.02%	80,680.81	0.04%	207,015.17	<b>0.03%</b>	<b>126,334.36</b>
<b>Totals</b>	<b>100.00%</b>	<b>488,222,693.23</b>	<b>100.00%</b>	<b>481,828,526.81</b>		<b>-6,394,166.42</b>

<b>Market Value Allocation</b>						
	<b>March 31, 2014</b>		<b>June 30, 2014</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>	21.63%	105,760,232.47	17.80%	85,991,797.20	<b>-3.83%</b>	<b>(19,768,435.28)</b>
<b>Debt Service Fund</b>	6.82%	33,331,311.82	7.01%	33,837,901.61	<b>0.19%</b>	<b>506,589.79</b>
<b>Capital Projects Funds</b>	28.48%	139,235,652.50	32.47%	156,812,966.18	<b>3.99%</b>	<b>17,577,313.68</b>
<b>Enterprise Funds</b>	14.65%	71,646,455.06	14.28%	68,959,491.09	<b>-0.38%</b>	<b>(2,686,963.97)</b>
<b>Special Revenue Funds</b>	13.34%	65,219,163.08	13.52%	65,306,445.02	<b>0.18%</b>	<b>87,281.94</b>
<b>Internal Service Funds</b>	14.28%	69,828,527.04	14.11%	68,146,076.33	<b>-0.17%</b>	<b>(1,682,450.71)</b>
<b>Fiduciary Funds</b>	0.78%	3,796,650.63	0.77%	3,715,564.45	<b>-0.01%</b>	<b>(81,086.18)</b>
<b>115 Trust</b>	0.02%	80,792.54	0.04%	207,508.93	<b>0.03%</b>	<b>126,716.39</b>
<b>Totals</b>	<b>100.00%</b>	<b>488,898,785.14</b>	<b>100.00%</b>	<b>482,977,750.81</b>		<b>-5,921,034.33</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 checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		ENVIRONMENTAL HEALTH		
Department Head		JOHN TEEL		
Agenda Coordinator (include phone #): <b>Doris Callaway, Ext. 7494</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, amending Sections 14-66, 14-68, 14-72, 14-73, and 14-74, of Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous of the Code of Ordinances, of the City of Plano to establish regulations relating to the use, distribution and sales of electronic vaping devices; providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause; and 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>2013-14</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</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Updates to the Smoking Ordinance relate to the City's Goal of Service Excellence and a Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
Establish regulations relating to the use, distribution and sales of electronic vaping devices.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending Sections 14-66, 14-68, 14-72, 14-73, and 14-74, of Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous of the Code of Ordinances, of the City of Plano to establish regulations relating to the use, distribution and sales of electronic vaping devices; providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause; and an effective date.**

**WHEREAS**, on May 19, 1997, the City Council passed Ordinance No. 97-5-14 to prohibit possession, purchase, and access of tobacco products to minors; and

**WHEREAS**, on April 9, 2007, the City Council passed Ordinance No. 2007-4-6 to revise the smoking regulations making the City of Plano a smokefree environment; and

**WHEREAS**, the Director of Environmental Health of the City of Plano recommends revisions to the current smoking regulations to establish regulations relating to the use, distribution and sales of electronic vaping devices to protect the health, safety and welfare of citizens; and

**WHEREAS**, upon recommendations of City staff and upon full review and consideration of all matters attendant and related thereto, the City Council finds amending Article IV, Smoking, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances for the City of Plano, Texas to establish regulations for electronic vaping devices more commonly known as electronic cigarettes is in the best interest of the City.

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

**Section I.** Section 14-66, Definitions, of Article IV, Offenses – Miscellaneous, of Chapter 14, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to add definitions for Electronic Vaping Device, Electronic Vaping Liquid, Minor, Open Display Unit, Possession, Retail Electronic Vaping Store, Retailer, Retail Store, Tobacco Product, and Vaping to be inserted alphabetically into the existing list of definitions and to revise the definition for Enclosed Area, Place of Employment, and Smoking to read as follows:

#### **“ARTICLE IV. SMOKING**

##### **Sec. 14-66. Definitions.**

“Electronic vaping device” means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes, electronic hookahs, e-hookahs or under any other product name or design.

“Electronic vaping liquid” also known as “e-juice” and “e-liquid” shall mean any liquid product composed of propylene glycol or other carrier solvent and may contain nicotine and/or any other substance and manufactured for the use with electronic vaping devices.

“Enclosed area” means all space between a floor and ceiling which is enclosed on all sides by walls, windows, or other barrier (exclusive of door or passage ways) which extend from the floor to the ceiling.

“Minor” means a person younger than eighteen (18) years of age.

“Open display unit” means any device, furniture or furnishing within or upon which electronic vaping devices are displayed to customers, and includes, but is not limited to, any case, rack, shelf, counter, table, desk, kiosk, booth, stand, vending machine and other surface.

“Place of employment” means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference rooms and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

“Possession” means actual care, custody, control or management.

“Retail electronic vaping store” means a retail store utilized primarily for the sale of electronic vaping devices, accessories, and/or electronic vaping liquid or any other article or product that is for use in an electronic vaping device and in which the sale of other products is merely incidental.

“Retailer” means a person who engages in the practice of selling electronic vaping devices to consumers in a retail store, retail electronic vaping store, or retail tobacco store.

“Retail store” means an establishment whose purpose is to offer for sale and sell to consumers, not for resale, goods, wares, merchandise and food, which items are purchased for use and/or consumption off premises, including but not limited to, supermarkets, convenience stores, drug stores, and warehouse stores.

“Smoking” or “smoke” means inhaling, exhaling, burning, possessing or carrying any lighted cigar, cigarette, pipe, weed, plant or combustible substance in any manner or in any form and/or vaping or the use of any electronic vaping device.

“Tobacco product” means a cigarette; a cigar; an electronic vaping device; smoking tobacco, including granulated, plug-cut, crimp-cut, ready rubbed and any form of tobacco suitable for smoking in a pipe or as a cigarette; chewing tobacco, including plug, scrap,

and any kind of tobacco suitable for chewing, snuff or other preparations of pulverized tobacco; nicotine product; dissolvable nicotine; electronic vaping liquid; or any other article or product that is for use in an electronic vaping device.

“Vaping” means inhaling or exhaling vapors of electronic vaping liquid from an electronic vaping device.

**Section II.** Section 14-68, Places Where Smoking is not Prohibited, of Article IV, Offenses – Miscellaneous, of Chapter 14, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

**Sec. 14-68. Places where smoking is not prohibited.**

- (a) Notwithstanding any other provision of this article to the contrary, the following areas shall not be subject to the smoking restrictions of this article:
  - (1) Private residences, except when used as a child day care, adult day care or household care facility;
  - (2) Personal automobiles;
  - (3) Retail tobacco stores and electronic vaping stores in stand-alone physical facilities;
  - (4) Not more than ten (10) percent of hotel and motel rooms rented to guests and designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under provisions of this article;
  - (5) Outdoor places of employment except within twenty-five (25) feet of any door, operable window/vent or other opening to an enclosed area;
  - (6) Retail electronic vaping stores in existence as of July 28, 2014.

**Section III.** Section 14-72, Sale or Distribution of Tobacco Products to a Minor Prohibited; Proof of Age Required, of Article IV, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances of the City of Plano, Texas, is hereby added to read as follows:

**Sec. 14-72. Sale or distribution of tobacco products to a minor prohibited; proof of age required.**

- (a) A person commits an offense if the person:
  - (1) Sells, gives or causes to be sold or given a tobacco product to a minor; or
  - (2) Sells, gives or causes to be sold or given a tobacco product to another person who delivers it to a minor.

- (b) If an offense under this section occurs in connection with a sale by an employee of the owner of a store in which tobacco products are sold at retail, the employee is responsible for the offense and is subject to prosecution.
- (c) It is a defense to prosecution under subsection (a)(1) that the person to whom the tobacco product was sold or given presented to the defendant valid proof of identification.
- (d) Proof of identification is valid for purposes of subsection (c) if it contains a physical description and photograph consistent with the person's appearance, purports to establish that the person is 18 years of age or older and was issued by a governmental agency. The proof of identification may include a driver's license issued by this state or another state, a passport or an identification card issued by a state or the federal government.

**Section IV.** Section 14-73, Possession, Purchase, Consumption, or Receipt of Tobacco Products by a Minor Prohibited, of Article IV, Offenses – Miscellaneous, of Chapter 14, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

**Sec. 14-73. Possession, purchase, consumption, or receipt of tobacco products by a minor prohibited.**

- (a) A minor commits an offense if the minor possesses a tobacco product, and the minor was not:
  - (1) In the course and scope of the minor's employment by a person or entity holding a permit issued by the state, if required by law, authorizing the person to engage in the business of being a distributor, wholesaler, bonded agent or retailer of tobacco products; or
  - (2) In the presence of an adult parent, legal guardian, or spouse.
- (b) A minor commits an offense if, in order to acquire a tobacco product, the minor states to any person engaged in the business of selling tobacco products that such minor is eighteen (18) years of age or older, or presents to any such person a document or writing that purports to establish that such minor is eighteen (18) years of age or older.

**Section V.** Section 14-74, Vendor Assisted Sales Required; Self-Service Merchandising Prohibited, of Article IV, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

**Sec. 14-74. Vendor assisted sales required; self-service merchandising prohibited.**

- (a) Except as provided by Subsection (b), a retailer or other person may not:
  - (1) Offer tobacco products for sale in a manner that permits a customer direct access to the tobacco products;
  - (2) Offer for sale or display for sale tobacco products by means of self-service merchandising; or
  - (3) Install or maintain an open display unit containing tobacco products.
- (b) It is a defense to prosecution under subsection (a) if:
  - (1) A facility or business is not open to persons younger than 18 years of age at any time;
  - (2) A facility or business is a premises for which a person holds a package store permit issued under the Alcoholic Beverage Code; or
  - (3) An open display unit is located in an area that is inaccessible to customers.”

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

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

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

**Section IX.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section X.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the 28th day of July, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

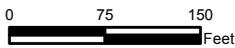
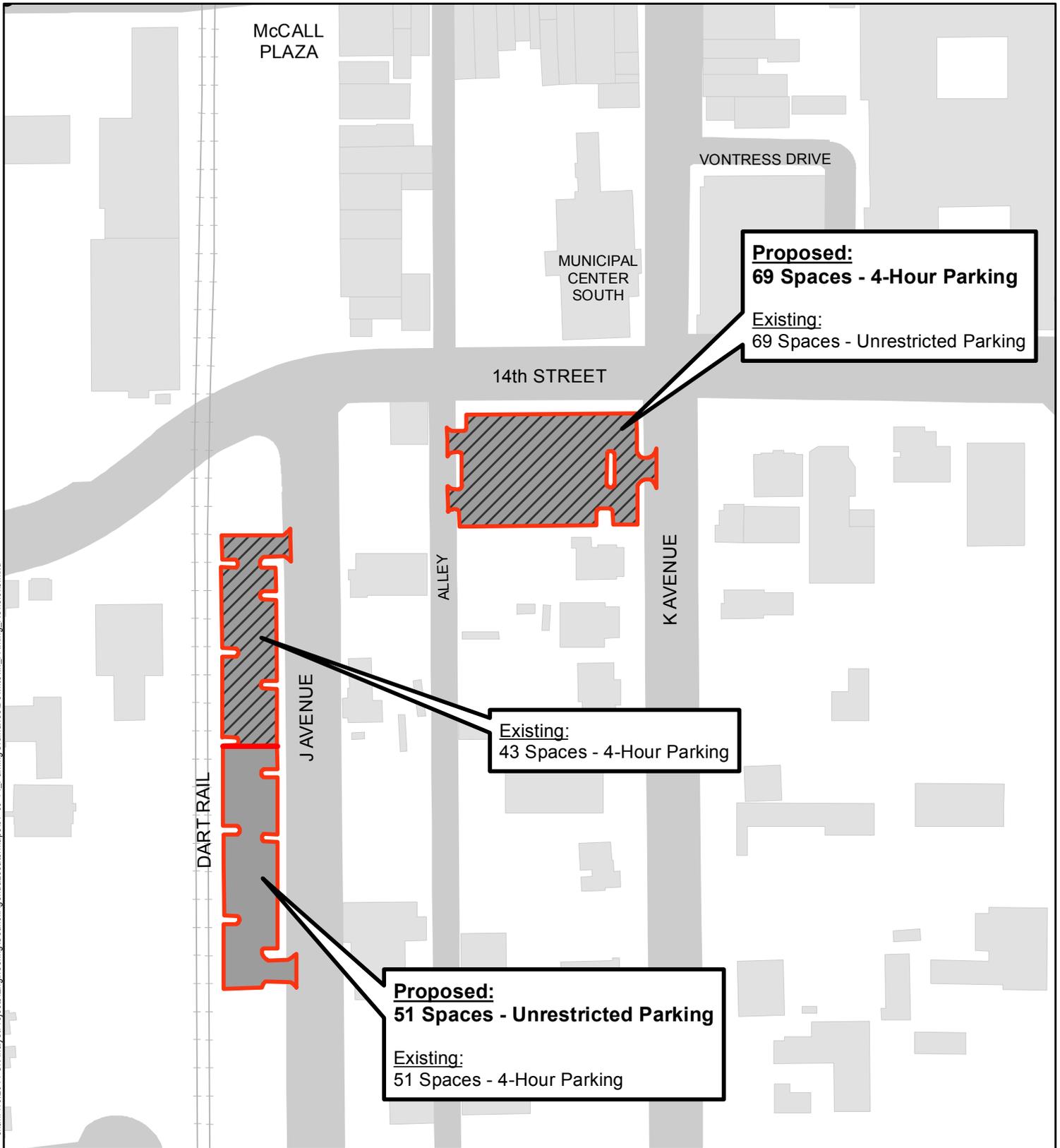
APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/28/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #):		<b>Kathleen Schonne X-7198</b>		
<b>CAPTION</b>				
An Ordinance of the City Council of the City of Plano, Texas, amending Section 12-104.5(a) to Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas regulating the parking of motor vehicles in certain designated public parking lots within the downtown area; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
<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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    GENERAL FUND</b>				
<b>COMMENTS:</b> This item may generate additional revenue received from parking fines; however, at this time the additional parking fines to be collected is undeterminable and expected to be minimal.  <b>STRATEGIC PLAN GOAL:</b> Amending the Code of Ordinances relates to the City's Goals of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The attached Ordinance modifies the time restrictions for parking in two lots as follows:				
<ol style="list-style-type: none"> <li>1. The parking lot at the southwest corner of the intersection of K Avenue and 14<sup>th</sup> Street (bounded by K Avenue, 14<sup>th</sup> Street, J Place and a line approximately 170 feet south of the centerline of 14<sup>th</sup> Street) currently does not have any time restrictions and is used by commuters and downtown workers that are parking for extended periods. This lot is convenient for downtown shoppers and other motorists that need shorter duration parking; therefore, staff recommends a 4-hour time limit be established for the parking spaces in this lot.</li>   <li>2. The parking lot on the west side of J Avenue between 14<sup>th</sup> Street and 12<sup>th</sup> Street is currently restricted to 4-hour parking. The southern portion of the lot is underutilized because of this time restriction; therefore, staff recommends to remove the time restriction for parking in the south portion of this lot (south of a line 392 feet south of the intersection of J Avenue and 14<sup>th</sup> Street).</li> </ol>				
<a href="https://maps.google.com/maps?q=J+Avenue,+Plano,+TX&amp;hl=en&amp;ll=33.018931,-96.699694&amp;spn=0.001869,0.003154&amp;sll=33.061262,-96.736625&amp;sspn=0.239107,0.403748&amp;oq=j+av&amp;t=h&amp;hnear=J+Ave,+Plano,+Texas&amp;z=19">https://maps.google.com/maps?q=J+Avenue,+Plano,+TX&amp;hl=en&amp;ll=33.018931,-96.699694&amp;spn=0.001869,0.003154&amp;sll=33.061262,-96.736625&amp;sspn=0.239107,0.403748&amp;oq=j+av&amp;t=h&amp;hnear=J+Ave,+Plano,+Texas&amp;z=19</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Ordinance			N/A	

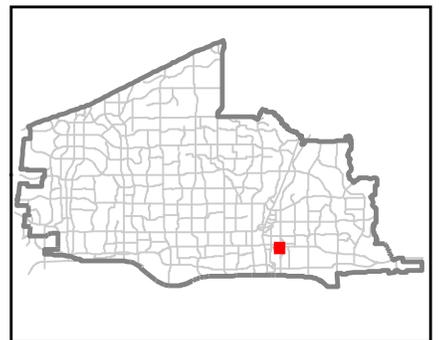
sharif 7/9/2014 C:\Analysis\Projects\Engineering\Council\Agenda\Locator\Maps\07-03-14\_Parking\Ordinance\Downtown\_Parking\_Revisions.mxd



## Proposed Downtown Public Parking Time Restriction



-  4-Hour Parking
-  Unrestricted Parking



**An Ordinance of the City Council of the City of Plano, Texas, amending Section 12-104.5(a) to Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas regulating the parking of motor vehicles in certain designated public parking lots within the downtown area; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, the City Council of the City of Plano enacted Ordinance 2002-9-38 on September 23, 2002 effectively regulating the length of time that parking is allowed in certain designated public parking lots in the downtown area; and

**WHEREAS**, since the adoption of Ordinance 2002-9-38 the need to manage parking utilization has been identified at existing public parking lots in the downtown area due to continued downtown business and residential development; and

**WHEREAS**, the City Council of the City of Plano finds it necessary to prohibit the parking of motor vehicles for time periods in excess of four hours during the hours from 5:00 a.m. to 5:00 p.m., Monday through Friday without having a valid City of Plano issued parking permit prominently displayed in said vehicles in the public parking lot bounded by 14<sup>th</sup> Street, K Avenue, a line running east-west 170 feet south of the centerline of 14<sup>th</sup> Street, and J Place, and in the north part of the public parking lot bounded by the DART light rail line, 14<sup>th</sup> Street, J Avenue, and a line running east-west 625 feet south of 14<sup>th</sup> Street, such part being north of an east-west line located 392 feet south of the intersection of J Avenue and 14<sup>th</sup> Street; and

**WHEREAS**, the City Council of the City of Plano finds it appropriate to allow the parking of motor vehicles for time periods in excess of four hours during the hours between 5:00 a.m. to 5:00 p.m. Monday through Friday in the south part of the public parking lot bounded by the DART light rail line, 14<sup>th</sup> Street, J Avenue, and a line running east-west 625 feet south of 14<sup>th</sup> Street, such part being south of an east-west line located 392 feet south of the intersection of J Avenue and 14<sup>th</sup> Street.

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

**Section I.** Section 12-104.5(a) of the City of Plano Code of Ordinances is hereby amended to read as follows:

**“Sec. 12-104.5(a) - Parking in public lots in the downtown area.**

(a) It shall be unlawful for any person to park a motor vehicle in the following public parking lots for a period in excess of four hours during the hours of 5:00 a.m. to 5:00 p.m. Monday through Friday without having a valid City of Plano issued parking permit prominently displayed in said vehicle:

The public parking lot bounded by the DART light rail line, 14<sup>th</sup> Street, J Avenue and an east-west line located 392 feet south of the intersection of J Avenue and 14<sup>th</sup> Street.

The public parking lot bounded by 14<sup>th</sup> Street, K Avenue, a line running east-west 170 feet south of the centerline of 14<sup>th</sup> Street and J Place.

The public parking spaces located in the Eastside Village II Development parking garage, located immediately west of Municipal Avenue between 14th Street and 15th Street”.

**Section II.** The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at the entrances to the designated public parking lots and at other locations as deemed necessary to give adequate notice to all persons of the time restrictions and penalties in effect for these parking lots.

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
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 checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/28/14			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-3-13; establishing certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of positions for each classification; establishing a salary plan for the Fire Department effective July 28, 2014; and providing a repealer clause, a severability clause and 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>2013-2014</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):    N/A</b>					
<b>COMMENTS:</b> Adding (6) additional Fire Apparatus Operator positions with an effective date of July 28, 2014 was included in the FY 2013-14 Adopted budget. <b>STRATEGIC PLAN GOAL:</b> Updates to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.					
<b>SUMMARY OF ITEM</b>					
New FY 2013-14 Compensation and Pay plan for Plano Fire Department					
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-3-13; establishing certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of positions for each classification; establishing a salary plan for the Fire Department effective July 28, 2014; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on March 24, 2014 by Ordinance No. 2014-3-13, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Fire Department of the City of Plano; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective July 28, 2014, and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

**Whereas**, based on operational needs, the Fire Department recommends the addition of six (6) Fire Apparatus Operator positions;

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

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

**Section I.** Ordinance No. 2014-3-13 duly passed and approved by the City Council of the City of Plano, Texas on March 24, 2014 is repealed in its entirety effective July 28, 2014.

**Section II.** The number of positions in the City of Plano Fire Department effective July 28, 2014 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2013-14, as set forth in Exhibit "A" is hereby approved.

**Section III.** The addition of six (6) Fire Apparatus Operator positions is hereby approved.

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

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

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

**Section VII.** Upon passage, this Ordinance shall become effective July 28, 2014.

**DULY PASSED AND APPROVED**, this, the 28th day of July 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



CITY OF PLANO  
2013 - 2014 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 07/28/14

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Fire Rescue Specialist	09/23/13 - 199	Hourly: Monthly: Annual:	20.4661 4,966 59,597		21.9093 5,316 63,799	24.1352 5,856 70,281
002	Fire Apparatus Operator	09/23/13 - 51 7/28/14 - 57	Hourly: Monthly: Annual:	27.1452 6,587 79,046			
003	Lieutenant	09/23/13 - 24	Hourly: Monthly: Annual:	30.4457 7,388 88,657			
004	Captain	09/23/13 - 48	Hourly: Monthly: Annual:	33.8593 8,216 98,598			
005	Battalion Chief	09/23/13 - 9	Hourly: Monthly: Annual:	51.2432 8,882 106,585	55.5920 9,635 115,631		
006	Deputy Fire Chief	09/23/13 - 2 4/1/14 - 3	Hourly: Monthly: Annual:	58.9360 10,215 122,586			
007	Assistant Fire Chief	09/23/13 - 2	Hourly: Monthly: Annual:	63.5256 11,011 132,133			
01A	Fire Recruit		Hourly: Monthly: Annual:	18.5943 4,512 54,146			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



**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:		07/28/14			
Department:		Engineering			
Department Head:		Jack Carr, P.E.			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 5623	
<b>CAPTION</b>					
Bid No. 2014-253-B for 15 <sup>th</sup> Street Reconstruction to Phillips May Corporation in the amount of \$4,043,375, with an additional incentive bonus of \$630,000, for a total award of \$4,673,375 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>2013-14;</b> <b>2014-15;</b> <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		176,553	911,500	5,664,000	<b>6,752,053</b>
Encumbered/Expended Amount		-176,553	-335,941	0	<b>-512,494</b>
This Item		0	-224,632	-4,448,743	<b>-4,673,375</b>
BALANCE		0	350,927	1,215,257	<b>1,566,184</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>					
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 CIP and planned in future years for the reconstruction of 15<sup>th</sup> Street from G Avenue to U.S. 75. This item, in the amount of \$4,673,375, will leave \$1,566,184 available in future years for expenditures related to the project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Reconstructing 15<sup>th</sup> Street to improve safety, traffic flow and aesthetics relates to the City's goals of Exciting Urban Centers – Destination for Residents and Guests and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the bid of Phillips May Corporation, in the amount of \$4,043,375.39, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>Engineer's estimate was \$3,864,870.23.</p> <p>The project consists of the reconstruction of 15<sup>th</sup> Street from G Avenue west to US-75 and some additional pavement reconstruction up to 500 feet west of US-75. The project also includes the installation of new water lines, storm drains, sanitary sewers, sidewalks, street lights, landscaping and the placement of overhead utilities into underground locations.</p> <p>An incentive for early completion is available to the contractor for up to ninety days at \$7,000 per day and could add up to \$630,000 to the project cost.</p>					



## CITY OF PLANO COUNCIL AGENDA ITEM

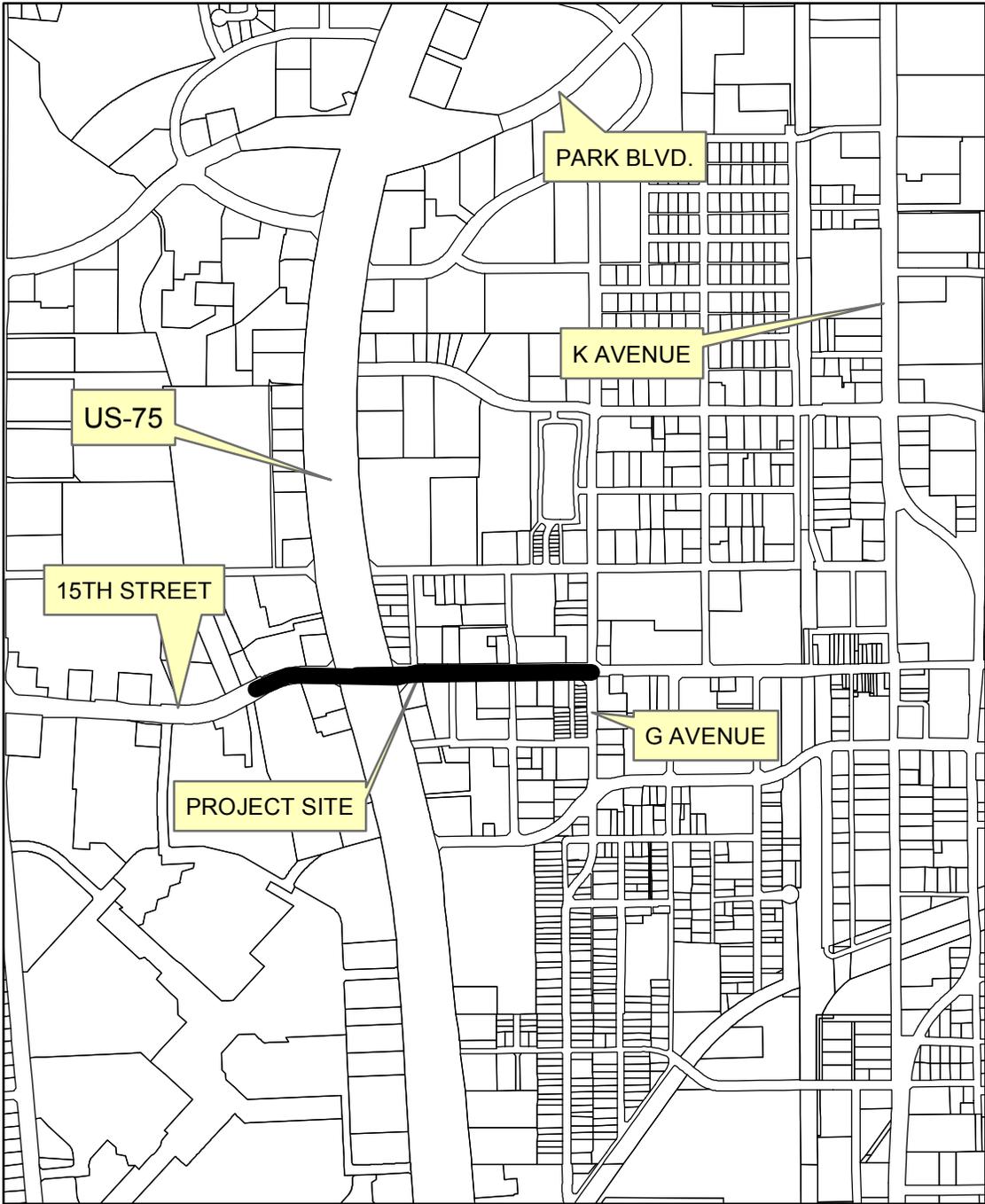
<https://maps.google.com/maps?q=15th+%26+F+Avenue&hl=en&ll=33.019639,-96.706553&spn=0.01236,0.022724&sll=33.019783,-96.708484&sspn=0.01236,0.022724&t=h&hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&z=16>

List of Supporting Documents:  
Location Map, Bid Summary

Other Departments, Boards, Commissions or Agencies  
N/A

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



# CITY OF PLANO

**Bid No. 2014-253-B**

**15<sup>th</sup> Street Reconstruction – G Avenue to US 75 – Project No. 5623**

## **Bid Recap**

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**Bid opening Date/Time:** June 30, 2014 @ 10:00 AM

**Number of Vendors Notified:** 10526

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Phillips May Corporation	\$4,043,375.39
CD Builders, Inc.	\$4,850,000.00
Jim Bowman Construction Co., LP	\$4,961,219.35
The Fain Group	\$5,005,671.72

**Recommended Vendor(s):**  
Phillips May Corporation \$4,043,375.39

*Corey Isaacs*

Corey Isaacs, Buyer I

July 10, 2014

Date

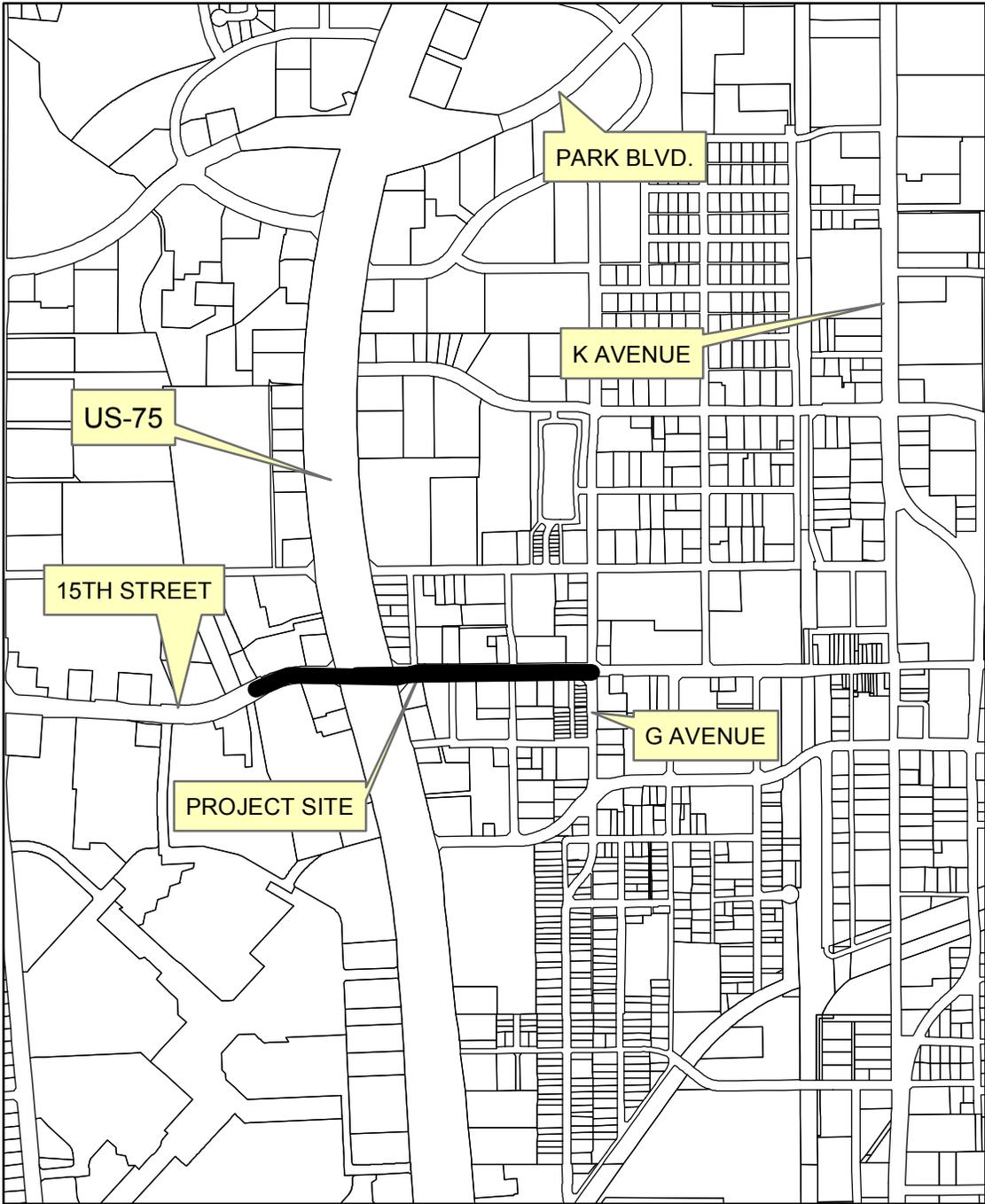


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5623</b>
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and Verizon providing for the relocation of existing overhead telephone facilities in the 15 <sup>th</sup> Street right-of-way to underground locations within the 15 <sup>th</sup> Street right-of-way from G Avenue to U.S. 75; authorizing 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 type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14, 2014-15 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	121,258	761,500	3,631,000	<b>4,513,758</b>
Encumbered/Expended Amount	-121,258	-335,637	0	<b>-456,895</b>
This Item	0	-107,094	-141,962	<b>-249,056</b>
BALANCE	0	318,769	3,489,038	<b>3,807,807</b>
<b>FUND(s): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 CIP and planned in future years for the relocation of utilities in connection with the 15<sup>th</sup> Street – G Avenue to U.S. 75 project. This item, in the amount of \$249,056, will leave \$3,807,807 available in future years for expenditures related to the project.</p> <p>STRATEGIC PLAN GOAL: Relocating utility facilities to improve safety and aesthetics relates to the City's goals of Exciting Urban Centers – Destination for Residents and Guests and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City has been working with Verizon for some time to remove the overhead telephone lines along 15<sup>th</sup> Street and place them underground within the 15<sup>th</sup> Street right-of-way. Verizon has estimated the cost to be \$249,055.70 as identified in the attached agreement. This resolution authorizes the City Manager to execute the agreement.</p> <p><a href="https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16">https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Verizon Agreement; Resolution			N/A	

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and Verizon providing for the relocation of existing overhead telephone facilities in the 15<sup>TH</sup> Street right-of-way to underground locations within the 15<sup>TH</sup> Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager, or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Plano, Texas, and Verizon providing terms and conditions for the relocation of overhead telephone facilities to underground locations within the 15<sup>th</sup> Street right-of-way from G Avenue to the U.S. 75, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the 28th day of July, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



Outside Plant Engineering  
1132 Hwy 407  
Lewisville, Texas 75067

Date: 5/9/14

To: Mr. Lee Stimpson, P.E.  
c/o City of Plano  
1520 K Ave.  
Plano, TX 75074

Re: CWO# 5668-8P0A0DN

Dear Mr. Stimpson,

This is in response to your request for Verizon to perform the following work: 15<sup>th</sup> Street Reconstruction located in Plano, TX. We have estimated that the cost of this work effort will be \$249,055.70.

You must return this signed agreement, along with an approved, executed purchase order in this amount before your work will be scheduled.

Upon completion of work, you will be issued an invoice for the total actual costs.

If you agree to these terms, please sign below and forward this signed letter agreement, and executed purchase order for \$242,855.70 listing Verizon as the approved vendor for the project noted by CWO# 5668-8P0A0DN to:

Verizon  
Attn: Steve Gentry  
Engineering Department  
1132 Hwy 407  
Lewisville TX 75067

If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and purchase order, your work order will be released to our Construction Department for scheduling.

This work is necessary to remove all Verizon overhead facilities along 15<sup>th</sup> Street, from G Avenue to the West side of US Hwy 75, in the central part of Plano, TX. This work is being done at the City's request. This work will include inspecting the pathway of approximately 2600 linear feet of 4" duct to be provided and placed by the City's contractor, and inspection of vaults to be provided by Verizon, but placed by the City's contractor. Upon pathway and vault installation completion, Verizon will provide the placement and splicing of all cabling and connections.

Our Construction contact will be Mr. Conrad Rodriguez  
([conrad.igrodriguez@verizon.com](mailto:conrad.igrodriguez@verizon.com) 972-578-3224)

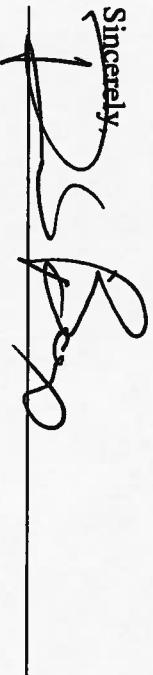
Verizon shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Verizon.

Should you have any questions or concerns regarding these terms, please contact me at

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be cancelled.

Sincerely

A handwritten signature in black ink, appearing to read "D. S. Boyd", is written over a horizontal line.

I agree to the terms of this agreement:  
Accepted (Signature): \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

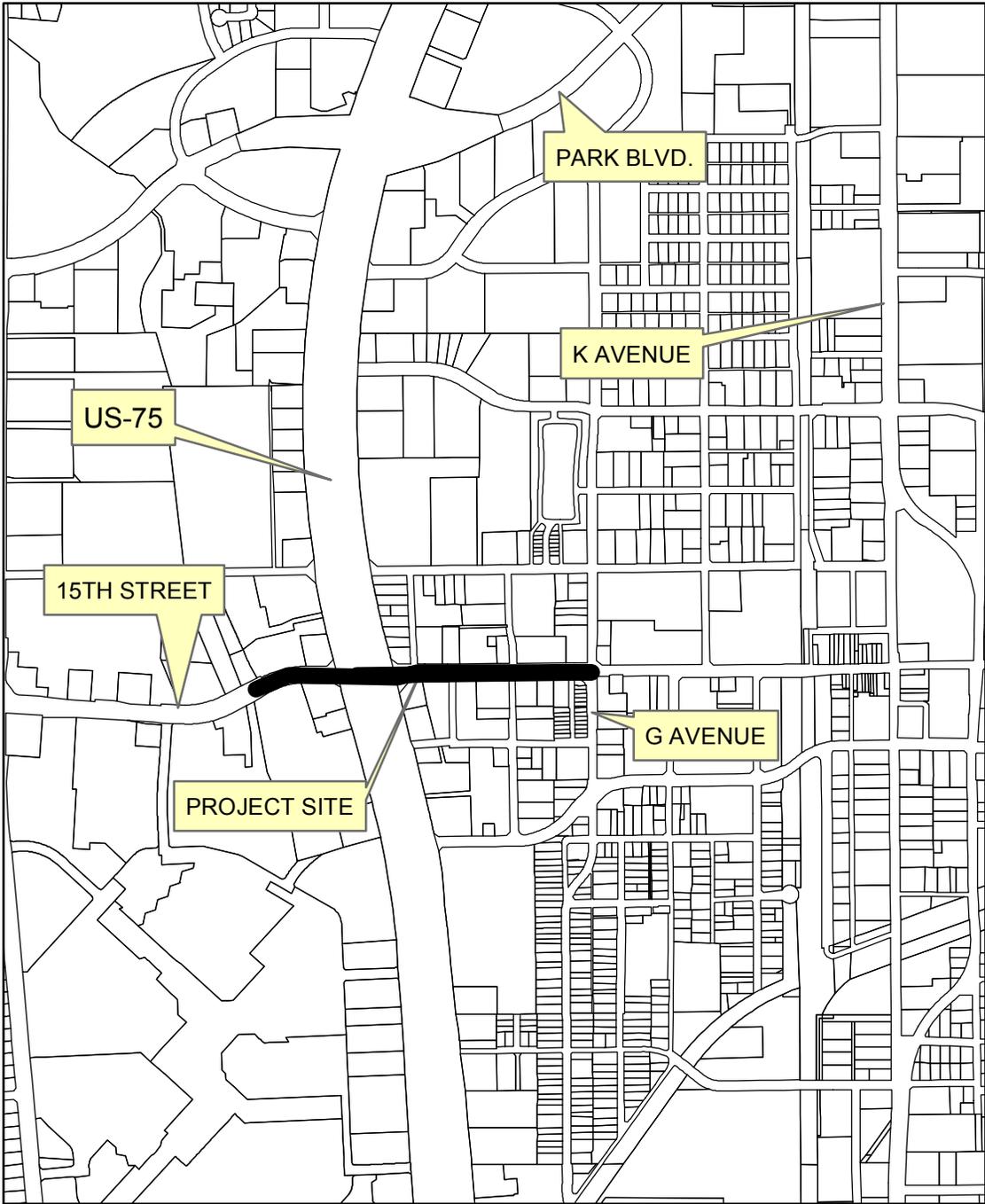


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5623</b>
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and Zayo Group, LLC providing for the relocation of existing telecommunications facilities in the 15 <sup>th</sup> Street right-of-way to underground locations within the 15 <sup>th</sup> Street right-of-way from G Avenue to U.S. 75; authorizing 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 type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14;</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
	<b>2014-15;</b>			
	<b>2015-16</b>			<b>TOTALS</b>
Budget		121,258	761,500	3,631,000
Encumbered/Expended Amount		-121,258	-335,637	0
This Item		0	-42,827	-57,000
<b>BALANCE</b>		0	383,036	3,574,000
<b>FUND(S): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 CIP and planned in future years for the relocation of utilities in connection with the 15<sup>th</sup> Street – G Avenue to U.S. 75 project. This item, in the amount of \$99,827, will leave \$3,957,036 available in future years for expenditures related to the project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Relocating utility facilities to improve safety and aesthetics relates to the City's goals of Exciting Urban Centers – Destination for Residents and Guests and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City has been working with Zayo Group, LLC for some time to relocate the telecommunications lines along 15 <sup>th</sup> Street and place them underground within the 15 <sup>th</sup> Street right-of-way. Zayo has estimated the cost to be \$99,827 as identified in the attached agreement. This resolution authorizes the City Manager to execute the agreement.				
<a href="https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16">https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Resolution; Zayo Agreement			N/A	

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano and Zayo Group, LLC providing for the relocation of existing telecommunications facilities in the 15<sup>th</sup> Street right-of-way to underground locations within the 15<sup>th</sup> Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager, or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Agreement by and between the City of Plano, Texas, and Zayo Group, LLC providing terms and conditions for the relocation of telecommunications facilities to underground locations within the 15<sup>th</sup> Street right-of-way from G Avenue to U.S. 75, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the 28th day of July, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



1805 29<sup>th</sup> Street  
Boulder, CO 80301  
303.854.5271

July 18, 2014

Dear Mr. Stimpson,

This is in response to your request for Zayo to perform the following work: 15<sup>th</sup> Street Reconstruction located in Plano, TX. We have estimated that the cost of this work effort will be \$99,827.00

You must return this signed agreement, along with an approved, executed purchase order in this amount before your work will be scheduled.

Upon completion of work, you will be issued an invoice for the total actual costs.

If you agree to these terms, please sign below and forward this signed letter agreement, and executed purchase order for \$99,827.00 listing Zayo as the approved vendor for the project to:

Zayo Group, LLC  
ATTN: Mitchell Merryman  
1805 29<sup>th</sup> Street  
Boulder, CO 80301

If you are signing for a company or other entity, then by signing below, you warrant that you are authorized to bind the city or entity to the terms of this letter agreement.

Upon receipt of your signed agreement and purchase order, your work order will be released to our Outside Plant Group for scheduling.

This work is necessary to remove all Zayo overhead facilities along 15<sup>th</sup> Street, from G Avenue to the West side of US Hwy 75, in the central part of Plano, TX. This work is being done at the City's request. This work will include inspecting the pathway of approximately 2600 linear feet of 6-1.25" duct to be provided and placed by the City's contractor. Upon pathway and vault installation completion, Zayo will provide the placement and splicing of all cabling and connections.

Zayo shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Zayo.

Should you have any questions or concerns regarding these terms, please contact me at 303-854-5271.

Please be advised that the price estimate quoted above is only valid for sixty (60) days from the date of this letter. If this work request is cancelled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be cancelled.

Sincerely,  
  
Mitchell Merryman

I agree to the terms of this agreement:

Accepted (Signature): \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

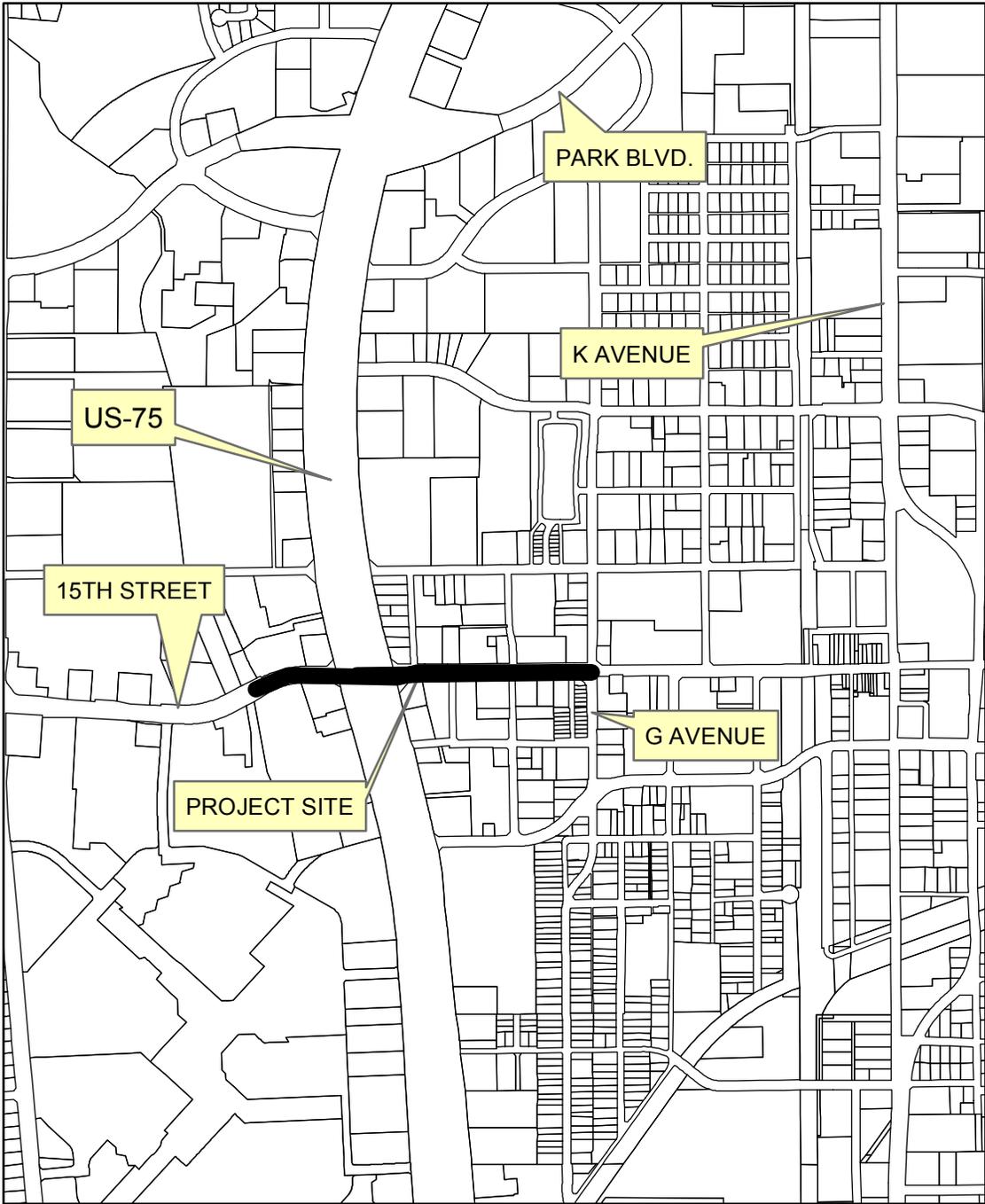


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

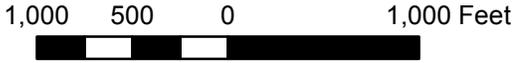
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5623</b>
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a discretionary service agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for the relocation of existing overhead electric facilities in the 15<sup>th</sup> Street right-of-way to overhead and underground utility easements located along the rear lot lines of lots fronting on 15<sup>th</sup> Street from G Avenue to U.S. 75; authorizing its execution by the City Manager, or his designee; and providing an effective date.</p>				
<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>2013-14;</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
	<b>2014-15;</b>			
	<b>2015-16</b>			<b>TOTALS</b>
Budget		121,258	761,500	3,631,000
Encumbered/Expended Amount		-121,258	-335,637	0
This Item		0	-305,750	-400,000
<b>BALANCE</b>		0	120,113	<b>3,231,000</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 CIP and planned in future years for the relocation of utilities in connection with the 15<sup>th</sup> Street – G Avenue to U.S. 75 project. This item, in the amount of \$705,750, will leave \$3,351,113 available in future years for expenditures related to the project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Relocating utility facilities to improve safety and aesthetics relates to the City's goals of Exciting Urban Centers – Destination for Residents and Guests and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City has been working with Oncor for some time to remove the overhead electrical lines along 15<sup>th</sup> Street and place them in overhead and underground utility easements located along the rear lot lines. Oncor has estimated the cost to be \$705,750 as identified in the attached Discretionary Service Agreement. This resolution authorizes the City Manager to execute the agreement.</p> <p><a href="https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16">https://maps.google.com/maps?q=15th+%26+F+Avenue&amp;hl=en&amp;ll=33.019639,-96.706553&amp;spn=0.01236,0.022724&amp;sll=33.019783,-96.708484&amp;sspn=0.01236,0.022724&amp;t=h&amp;hnear=E+15th+St+%26+F+Ave,+Plano,+Texas+75074&amp;z=16</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Resolution; Oncor Agreement			N/A	

# 15TH STREET RECONSTRUCTION G AVENUE TO US-75

PROJECT No. 5623



CITY OF PLANO  
ENGINEERING DEPARTMENT



1 inch = 1,000 feet



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a discretionary service agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for the relocation of existing overhead electric facilities in the 15<sup>th</sup> Street right-of-way to overhead and underground utility easements located along the rear lot lines of lots fronting on 15<sup>th</sup> Street from G Avenue to U.S. 75; authorizing its execution by the City Manager, or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Discretionary Service Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company LLC providing terms and conditions for the relocation of overhead electric facilities to overhead and underground along the rear lot lines of the lots fronting on 15<sup>th</sup> Street from G Avenue to U.S. 75, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** the 28th day of July, 2014.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

**6.3.5 Discretionary Service Agreement**

WR # 3061297

Transaction ID: \_\_\_\_\_

This Discretionary Service Agreement ("Agreement") is made and entered into this 9th day of June, 2014, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Plano ("Customer"), a municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer charge in the amount of \$705,750.00 is for the relocation of overhead facilities along 15th St, US Hwy 75 to G Ave. This relocation consists of the installation of 23 poles, 750' 3 ph and 520' of single ph oh primary conductors and devices, 945' of 3 ph ug in 2-6" pvc, 510' of 3 ph ug in 2-4" pvc, 100' of single ph in 2" pvc, 250' of secondary in 4" pvc, 5 primary pull vaults, sec hand hole, and Remove 2060' of 3 ph oh primary conductors, and 15 poles, Abandon 9 Verizon poles, and Replace 275' of 3 ph ug primary. Construction will be done on WR 3061297.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until completion of construction by company. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:  
Oncor Electric Delivery Company, L  
7309 Frankford Rd.  
Dallas, Texas 75252



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
Effective Date: September 21, 2009

(b) If to Customer:  
City of Plano  
1520 Avenue K  
Plano, Texas 75074

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Plano  
1520 Avenue K  
Plano, Texas 75074

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Plano agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

City of Plano  
Customer / Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
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:		07/28/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5989.1</b>
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit "A", for the public use for the Park Boulevard Corridor Project; authorizing the use of the power of eminent domain to condemn the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings, if necessary, 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>2013-14</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>				
<p><b>COMMENTS:</b> This Item authorizes the City to begin condemnation actions and consequently does not have an immediate financial impact. The cost to obtain easement rights will be recorded once resolution with the respective property owners has been obtained.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining easement rights so that the City of Plano can construct and maintain improvements at intersections to enhance traffic flow and safety relates to the City's Goals of Strong Local Economy and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>An Ordinance of the City of Plano, Texas authorizing the City Attorney to use the City's eminent domain authority to bring condemnation actions for the purpose of obtaining 7,281 square feet of street, utility and sidewalk easement, 898 square feet of sidewalk easement and 15,018 square feet of temporary construction easement. This is a total of 23,197 square feet of easement rights for purpose of construction, repair, maintenance and replacement of improvements necessary for the Park Boulevard Corridor Intersection Improvements project.</p> <p>The easements include ten individual parcels from five properties.</p> <p>The five property owners are:</p>				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

PROPERTY	STREET ADDRESS	S.U.S. ESMNT.	SIDEWALK ESMNT.	TEMP. ESMNT.	TOTAL
RB-3 Associates	2200 Coit Road	715			715
ASG Park West Plaza, Ltd.	3911 W. Park Blvd.	220	898	562	1,680
Johnson Custer Park, LLC	2001 Custer Road	2,803		419	3,222
Carol Ann Luby, ETAL	2498 K Avenue	1,405		2,735	4,140
CCG Park Mall Partners, LP	2400-2456 K Avenue	2,138		11,302	13,440
<b>TOTALS</b>		<b>7,281</b>	<b>898</b>	<b>15,018</b>	<b>23,197</b>

Initiation of the negotiations was through an easement acquisition notice letter sent to all property owners on November 19, 2012. The City's right-of-way agent contacted, or attempted to contact, the owners to negotiate the acquisitions and letters were sent to all property owners on January 6, 2014 offering payment based on the tax assessment value of the property.

The City plans to use the easements for the improvements necessary for the Park Boulevard Corridor Intersection Improvements project and related appurtenances. These include, but are not limited to the relocation of the existing utilities, the construction of new traffic lanes, the reconstruction of driveways to fit the proposed roadway grades, the reconstruction of sidewalks and the grading of yards for proper drainage.

<https://maps.google.com/maps?q=Park+Blvd+%26+Independence+Parkway&hl=en&sl=33.019639,-96.706553&ssp=0.01236,0.022724&t=h&hnear=W+Park+Blvd+%26+Independence+Pkwy,+Plano,+Texas+75075&z=16>

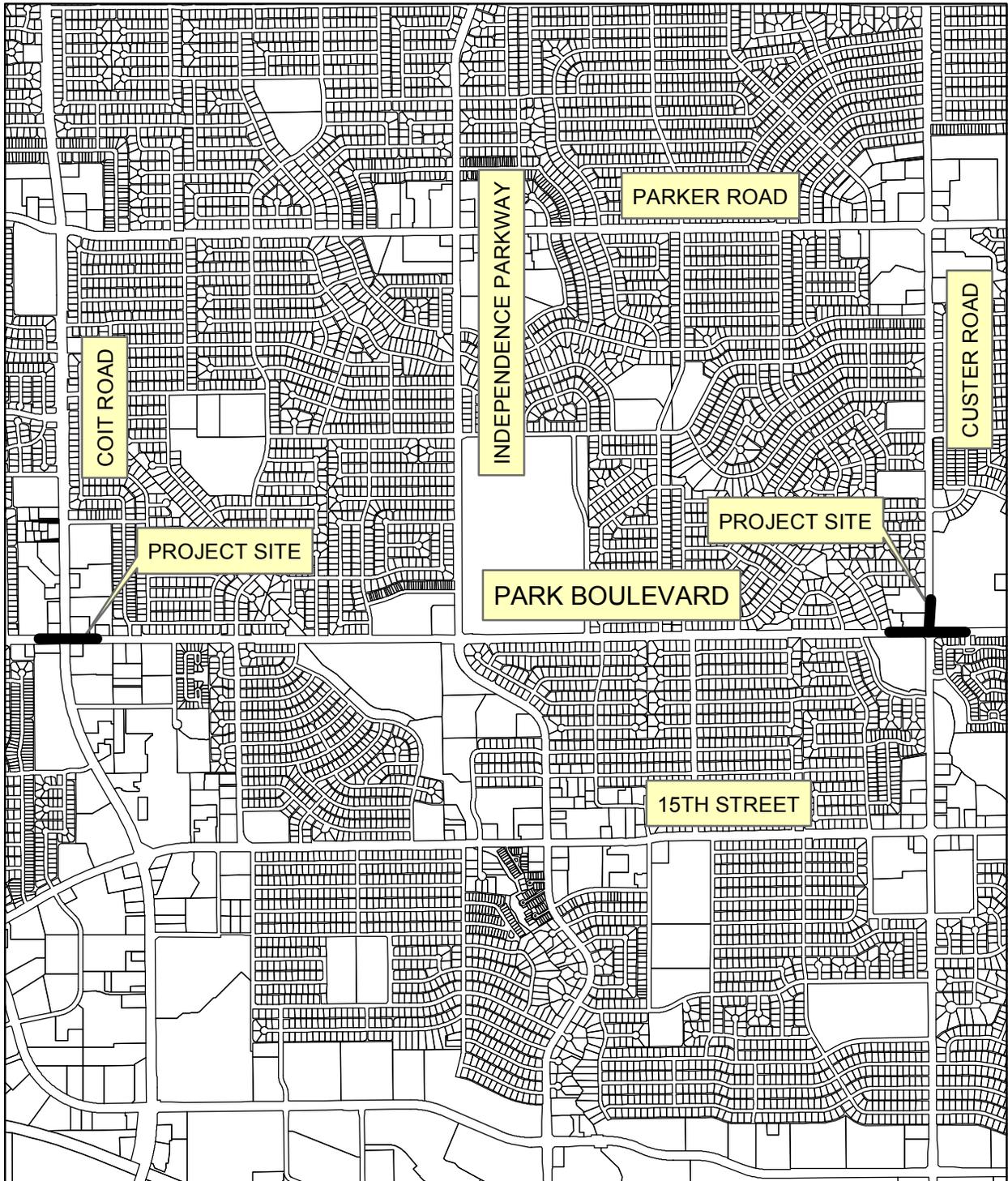
<https://maps.google.com/maps?q=Park+Blvd+%26+K+Avenue&hl=en&sl=32.873436,-96.909384&ssp=0.792365,1.454315&t=h&hnear=K+Ave+%26+E+Park+Blvd,+Plano,+Texas&z=16>

List of Supporting Documents:  
Location Maps; Ordinance, Exhibit "A"

Other Departments, Boards, Commissions or Agencies  
N/A

# PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO  
ENGINEERING DEPARTMENT

2,000 1,000 0 2,000 Feet

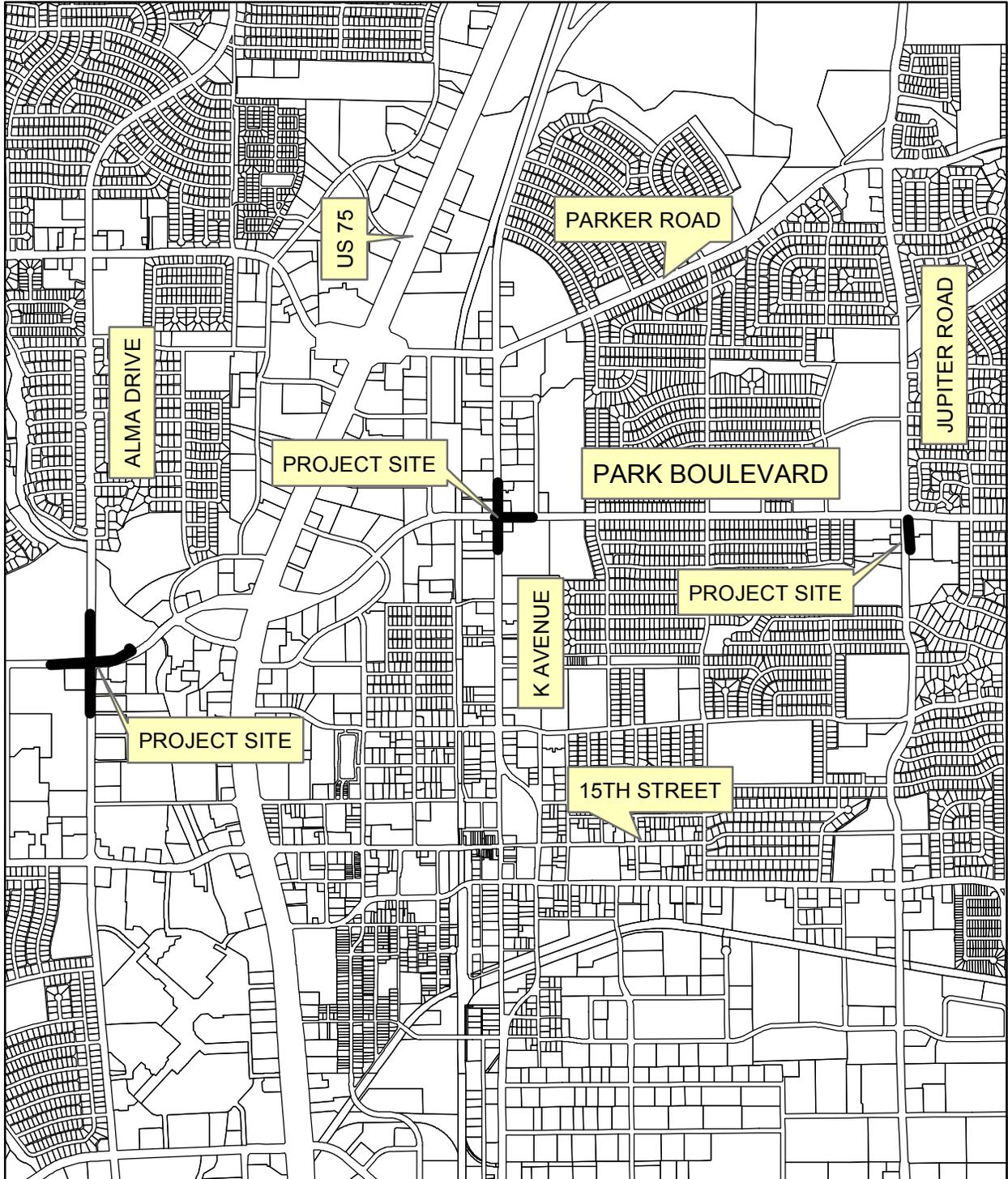


1 inch = 2,000 feet



# PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO  
ENGINEERING DEPARTMENT

2,000 1,000 0 2,000 Feet



1 inch = 2,000 feet



**An Ordinance of the City of Plano, Texas determining a public necessity to acquire the easement property as described in the attached Exhibit “A”, for the public use for the Park Boulevard Corridor Project; authorizing the use of the power of eminent domain to condemn the easement properties; authorizing the City Manager and City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney or her designee to file eminent domain proceedings, if necessary, and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas, (the “City Council”) upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano and the public at large to acquire utility, street, sidewalk, and temporary construction easements (collectively “Easements”) on the properties attached hereto as Exhibit “A”, (the “Property”) and incorporated herein for all purposes, located within the City of Plano, Collin County, Texas for the purpose of, among other things, the construction, access, repair, maintenance, and replacement of the improvements and related appurtenances, which are necessary for the Park Boulevard Corridor Project (approximately from the west side of Coit Road eastward to the east side of Jupiter Road ( “Project”); and

**WHEREAS**, the City Council finds that the description of the Properties, attached hereto as Exhibit “A” to be acquired by eminent domain for the Project, complies with applicable law in that the same: (i) provides property owners reasonable notice that the owners’ properties may be subject to condemnation proceedings during the planning or construction of the Project; and (ii) the Project is a reconstruction project for which the law authorizes such description of the general area to be covered by the Project and/or the general route that will be used by the City of Plano for the Project; and

**WHEREAS**, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

**WHEREAS**, the City is required to make an initial offer as defined by and in compliance with Texas Property Code §21.0111 (“Initial Offer”) and a bona fide offer, as defined by and in compliance with Texas Property Code §21.0113 (“Bona Fide Offer”) to acquire the Easements on the Property for public use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

**WHEREAS**, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easements;

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

**Section I.** The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

**Section II.** The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary property rights in and to the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

**Section III.** The City Council authorizes the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**Section IV.** The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT “A”**  
**(33 Pages)**

**RB-3 Associates  
“CVS Pharmacy”  
2200 Coit Road**

**For**

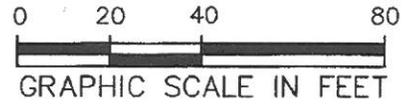
**Street, Utility & Sidewalk Easement S1 – 715 square ft.**



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 04/30/2013 - 8:35AM  
 ACOLLAZO

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SURVEY ABSTRACT LINE
IRS	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
(C.M.)	- CONTROLLING MONUMENT
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING

# EXHIBIT 'A'



LOT 1R, BLOCK A  
 PARK WEST  
 PLAZA-PHASE II  
 (BOOK 2006, PG. 103)  
 (M.R.C.C.T.)

20' WATER & SANITARY  
 SEWER EASEMENT  
 (CAB. C, PG. 333)  
 (M.R.C.C.T.)

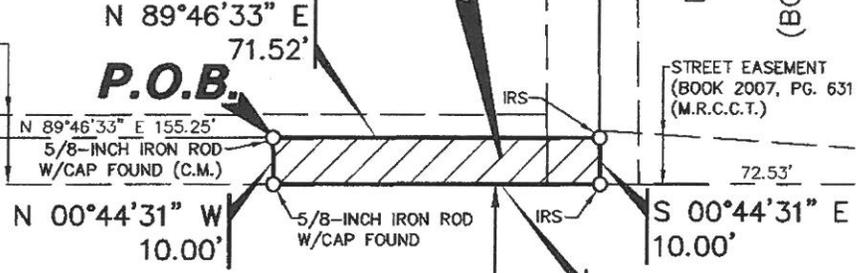
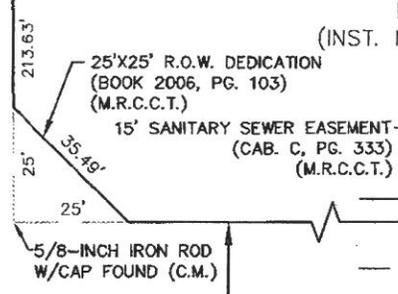
**PARCEL S1**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**  
**715 SF**  
 (0.016 ACRES)

RB-3 ASSOCIATES  
 (INST. NO. 20061212001746240)  
 (O.P.R.C.C.T.)

LOT 3R, BLOCK A  
 PARK WEST  
 PLAZA-PHASE II  
 (BOOK 2007, PG. 631)  
 (M.R.C.C.T.)

STREET EASEMENT  
 (BOOK 2007, PG. 631)  
 (M.R.C.C.T.)

**COIT ROAD**  
 (130' R.O.W.)



## PARK BOULEVARD

(A VARIABLE WIDTH RIGHT-OF-WAY)

FINIS E. FOSTER SURVEY  
 ABSTRACT NO. 314  
 MARTHA MCBRIDE SURVEY  
 ABSTRACT NO. 553

LOT 2, BLOCK A  
 WESTPARK VILLAGE ADDITION  
 (CAB. F, PG. 244)  
 (M.R.C.C.T.)

LOT 1A, BLOCK A  
 WESTPARK VILLAGE ADDITION  
 (INST. NO. 19930722000597990)  
 (M.R.C.C.T.)

- NOTES:**
1. A legal description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Coleman Harris* 4/30/2013  
 Kyle Coleman Harris Date  
 Registered Professional  
 Land Surveyor No. 6266



### PARCEL S1 STREET, UTILITY & SIDEWALK EASEMENT

PART OF LOT 1R, BLOCK A  
 PARK WEST PLAZA-PHASE II  
 FINIS E. FOSTER SURVEY, ABSTRACT NO. 314  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
 DALLAS, TX 75206 972.235.3031  
 TX REG. ENGINEERING FIRM F-469  
 DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT/JRM	KCH/EAK	1"=40'	APRIL 2013	3061-10.195

**ASG Park West Plaza, Ltd.  
“Park West Plaza Phase Two”  
3911 West Park Boulevard**

**for**

**Street, Utility & Sidewalk Easement S2 – 220 square ft.  
Sidewalk Easement S13 – 898 square ft.  
Temporary Construction Easement T5 – 562 square ft.**

**EXHIBIT "A"**  
**PARCEL S2 STREET, UTILITY & SIDEWALK EASEMENT**

Part of Lot 2, Block A  
Park West Plaza, Phase Two  
Finis E. Foster Survey Abstract No. 314  
City of Plano, Collin County, Texas

DESCRIPTION, of a 220 square foot (0.005 acre) tract of land situated in the Finis E. Foster Survey, Abstract No. 314, Collin County, Texas; said tract being part of Lot 2, Block A, Park West Plaza, Phase Two, an addition to the City of Plano, Texas according to the plat recorded in Cabinet C, Page 333 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed with Vendor's Lien to ASG Park West Plaza, LTD. recorded in Instrument Number 19921201000843530 of the Official Public Records of Collin County; said 220 square foot tract being more particularly described as follows (Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.):

BEGINNING, at a "+" cut in concrete found in the north right-of-way line of Park Boulevard (a variable width right-of-way, 100-feet wide at this point); said point being the southwest corner of said Lot 2 and the southeast corner of Lot 3R, Block A, Park West Plaza-Phase II, an addition to the City of Plano, Texas according to the plat recorded in Book 2007, Page 631 of said Map Records;

THENCE, North 00 degrees, 44 minutes, 31 seconds West, departing the said north line of Park Boulevard and along the west line of said Lot 2 and the east line of said Lot 3R, a distance of 3.31 feet to a "+" cut in concrete set for corner;

THENCE, South 88 degrees, 47 minutes, 32 seconds East, departing the said west line of Lot 2 and the said east line of Lot 3R, a distance of 132.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the said north line of Park Boulevard; from said point a "+" cut in concrete found for the southeast corner of said Lot 2 bears North 89 degrees, 46 minutes, 33 seconds East, a distance of 49.49 feet;

THENCE, South 89 degrees, 46 minutes, 33 seconds West, along the said north line of Park Boulevard, a distance of 132.52 feet to the POINT OF BEGINNING;

CONTAINING: 220 square feet or 0.005 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

  
\_\_\_\_\_  
Kyle Coleman Harris                      4/30/2013                      Date  
Registered Professional Land Surveyor No. 6266  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00



3061-10.195EX2.dwg  
3061-10.195EX2.doc rmt/jrm

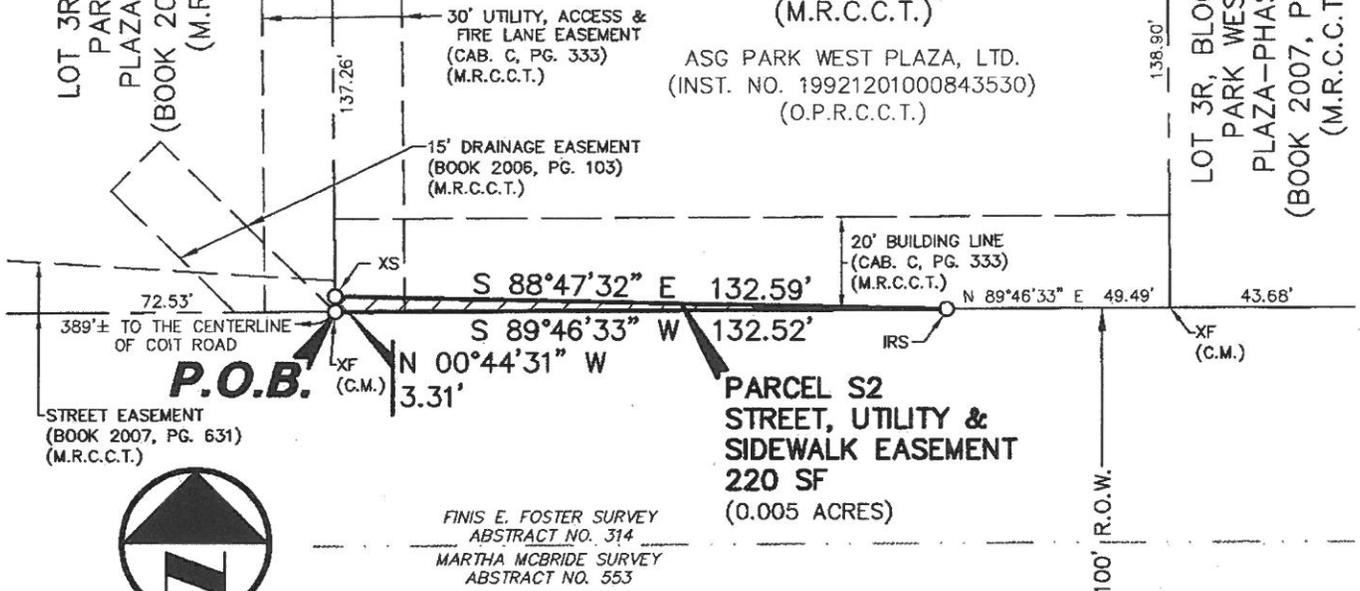
# EXHIBIT 'A'

LOT 2, BLOCK A  
PARK WEST PLAZA,  
PHASE TWO  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

ASG PARK WEST PLAZA, LTD.  
(INST. NO. 19921201000843530)  
(O.P.R.C.C.T.)

LOT 3R, BLOCK A  
PARK WEST  
PLAZA-PHASE II  
(BOOK 2007, PG. 631)  
(M.R.C.C.T.)

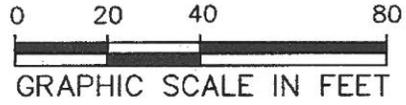
LOT 3R, BLOCK A  
PARK WEST  
PLAZA-PHASE II  
(BOOK 2007, PG. 631)  
(M.R.C.C.T.)



STREET EASEMENT  
(BOOK 2007, PG. 631)  
(M.R.C.C.T.)

**PARCEL S2**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**  
**220 SF**  
(0.005 ACRES)

FINIS E. FOSTER SURVEY  
ABSTRACT NO. 314  
MARTHA MCBRIDE SURVEY  
ABSTRACT NO. 553



## PARK BOULEVARD

(A VARIABLE WIDTH RIGHT-OF-WAY)

LOT 1A, BLOCK A  
WESTPARK VILLAGE ADDITION  
(INST. NO. 19930722000597990)  
(M.R.C.C.T.)

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	SURVEY ABSTRACT LINE
IRS	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
XF	"+" CUT IN CONCRETE FOUND
XS	"+" CUT IN CONCRETE SET
(C.M.)	CONTROLLING MONUMENT
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING

**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Coleman Harris*  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266  
Date: 4/30/2013



**PARCEL S2**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**  
PART OF LOT 2, BLOCK A  
PARK WEST PLAZA, PHASE TWO  
FINIS E. FOSTER SURVEY, ABSTRACT NO. 314  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT/JRM	KCH/EAK	1"=40'	APRIL 2013	3061-10.195

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04/30/2013 - 8:39AM  
ACOLLAZO



# EXHIBIT 'A'

LOT 3R, BLOCK A  
PARK WEST  
PLAZA-PHASE II  
(BOOK 2007, PG. 631)  
(O.P.R.C.C.T.)

LOT 2, BLOCK A  
PARK WEST PLAZA,  
PHASE TWO  
(CAB. C, PG. 333)  
(O.P.R.C.C.T.)

LOT 3R,  
BLOCK A  
PARK WEST  
PLAZA-  
PHASE II  
(BOOK 2007,  
PG. 631)  
(O.P.R.C.C.T.)

CEDAR KEY ASSOCIATES,  
L.P., FIRST BERKSHIRE  
BUSINESS TRUST AND  
RANDALL BENDERSON  
1993-1 TRUST  
(INST. NO. 20040033414)  
(O.P.R.C.C.T.)

ASG PARK WEST PLAZA, LTD.  
(INST. NO. 92-0084353)  
(O.P.R.C.C.T.)

CEDAR KEY ASSOCIATES, L.P.,  
FIRST BERKSHIRE  
BUSINESS TRUST  
AND RANDALL  
BENDERSON  
1993-1 TRUST  
(INST. NO. 20040033414)  
(O.P.R.C.C.T.)

15' STORM SEWER  
EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

20' WATER & SANITARY  
SEWER EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

30' UTILITY, ACCESS & FIRE LANE  
EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

24' UTILITY, ACCESS &  
FIRE LANE EASEMENT  
(CAB. K, PG. 77)  
(M.R.C.C.T.)

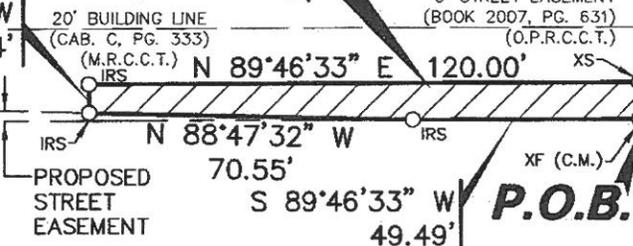
5' STREET EASEMENT  
(BOOK 2007, PG. 631)  
(O.P.R.C.C.T.)

**PARCEL S13 SIDEWALK  
EASEMENT  
898 SF  
(0.021 ACRES)**

15' DRAINAGE EASEMENT  
(BOOK 2006, PG. 103)  
(O.P.R.C.C.T.)

STREET EASEMENT  
(BOOK 2007, PG. 631)  
(O.P.R.C.C.T.)

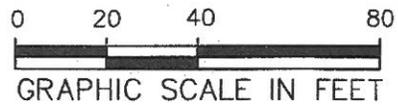
299.39' TO THE  
INTERSECTION OF  
PARK BOULEVARD  
AND THE EAST  
RIGHT-OF-WAY  
LINE OF COIT ROAD.



## PARK BOULEVARD

(A VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
XF	"+" CUT IN CONCRETE FOUND
XS	"+" CUT IN CONCRETE SET
IRS	5/8-INCH IRON ROD W/BLUE "PACHECO KOCH" CAP SET
(C.M.)	CONTROLLING MONUMENT
O	EASEMENT CORNER (UNLESS OTHERWISE NOTED)
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING



**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Coleman Harris*  
12/23/2013  
Date  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266



**PARCEL S13  
SIDEWALK EASEMENT**

PART OF LOT 2, BLOCK A  
PARK WEST PLAZA, PHASE TWO  
FINIS E. FOSTER SURVEY, ABSTRACT NO. 314  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH/JRM	EAK/KCH	1"=40'	DEC. 2013	3061-10.195

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12/23/2013 - 8:44AM  
CGLL

**EXHIBIT "A"**  
**PARCEL T5 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 2, Block A  
Park West Plaza, Phase Two  
Finis E. Foster Survey, Abstract No. 314  
City of Plano, Collin County, Texas

DESCRIPTION, of a 562 square foot (0.013 acre) tract of land situated in the Finis E. Foster Survey, Abstract No. 314, Collin County, Texas; said tract being part of Lot 2, Block A, Park West Plaza Phase Two, an addition to the City of Plano, Texas according to the plat recorded in Cabinet C, Page 333 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed with Vendor's Lien to ASG Park West Plaza, LTD. recorded in Instrument No. 92-0084353 of the Official Public Records of Collin County, Texas; said 562 square foot tract being more particularly described as follows (Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.):

BEGINNING, at a point for corner in the west line of said Lot 2 and the northwest corner of a Proposed Street Easement; said point also being South 00 degrees, 44 minutes, 56 seconds East, a distance of 3.31 feet from a "+" cut in concrete found at the southwest corner of said Lot 2 and the southernmost southeast corner of Lot 3R, Block A, Park West Plaza-Phase II, an addition to the City of Plano, Texas according to the plat recorded in Book 2007, Page 631 of said Official Public Records and being in the north right-of-way line of Park Boulevard (a variable width right-of-way, 100 feet wide at this point);

THENCE, North 00 degrees, 44 minutes, 31 seconds West, along the west line of said Lot 2, a distance of 23.50 feet to a point for corner;

THENCE, North 89 degrees, 46 minutes, 33 seconds East, departing the said west line of Lot 2, a distance of 23.60 feet to a point for corner;

THENCE, South 00 degrees, 44 minutes, 31 seconds East, a distance of 24.09 feet to a point for corner in the north line of a Proposed Street Easement;

THENCE, North 88 degrees, 47 minutes, 32 seconds West, along the said north line of a Proposed Street Easement, a distance of 23.61 feet to the POINT OF BEGINNING;

CONTAINING: 562 square feet or 0.013 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

  
Eric A. Kreiner \_\_\_\_\_ Date 06/20/11  
Registered Professional Land Surveyor No. 5320  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00



3061-10.195EX17.dwg  
3061-10.195EX17.doc kch

# EXHIBIT 'A'

LOT 1R, BLOCK A  
PARK WEST  
PLAZA-PHASE II  
(BOOK 2006, PG. 103)  
(O.P.R.C.C.T.)

LOT 3R, BLOCK A  
PARK WEST  
PLAZA-PHASE II  
(BOOK 2007, PG. 631)  
(O.P.R.C.C.T.)

LOT 2, BLOCK A  
PARK WEST PLAZA,  
PHASE TWO  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

ASG PARK WEST PLAZA, LTD.  
(INST. NO. 92-0084353)  
(O.P.R.C.C.T.)

20' WATER & SANITARY  
SEWER EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

RB-3 ASSOCIATES  
(INST. NO. 20061212001746240)  
(O.P.R.C.C.T.)

15' SANITARY SEWER  
EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

PARKING EASEMENT  
(BOOK 2006, PG. 103)  
(O.P.R.C.C.T.)

5/8-INCH IRON ROD  
W/CAP FOUND

5/8-INCH IRON ROD  
W/CAP FOUND (C.M.)

155.25' TO THE  
INTERSECTION OF  
PARK BOULEVARD  
AND THE EAST  
RIGHT-OF-WAY  
LINE OF COIT ROAD.

15' DRAINAGE EASEMENT  
(BOOK 2006, PG. 103)  
(O.P.R.C.C.T.)

STREET EASEMENT  
(BOOK 2007, PG. 631)  
(O.P.R.C.C.T.)

CEDAR KEY ASSOCIATES,  
L.P., FIRST BERKSHIRE  
BUSINESS TRUST AND  
RANDALL BENDERSON  
1993-1 TRUST  
(INST. NO. 20040033414)  
(O.P.R.C.C.T.)

15' STORM SEWER  
EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

30' UTILITY, ACCESS & FIRE LANE  
EASEMENT  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

**PARCEL T5 TEMPORARY  
CONSTRUCTION EASEMENT  
562 SF  
(0.013 ACRES)**

20' BUILDING LINE  
(CAB. C, PG. 333)  
(M.R.C.C.T.)

**P.O.B.**

S 00°44'31" E 3.31'

XF (C.M.)

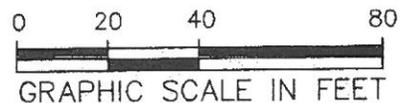
N 88°47'32" W 23.61'

PROPOSED  
STREET  
EASEMENT

## PARK BOULEVARD

(A VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
XF	"+" CUT IN CONCRETE FOUND
(C.M.)	CONTROLLING MONUMENT
○	EASEMENT CORNER (UNLESS OTHERWISE NOTED)
M.R.C.C.T.	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING



### NOTES:

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.



*Eric A. Kreiner* 06/20/11  
Eric A. Kreiner Date  
Registered Professional  
Land Surveyor No. 5320

## PARCEL T5 TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 2, BLOCK A  
PARK WEST PLAZA, PHASE TWO  
FINIS E. FOSTER SURVEY, ABSTRACT NO. 314  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KCH	EAK	1"=40'	JUNE 2011	3061-10.195

**Johnson Custer Park, LLC  
“Walgreens”  
2001 Custer Road**

**for**

**Street, Utility & Sidewalk Easement S5 – 2,803 square ft.  
Temporary Construction Easement T25 – 419 square ft.**



# EXHIBIT 'A'

LOT 37, BLOCK 1  
WILLOWBROOK EAST  
(VOL. 12, PG. 39)  
(M.R.C.C.T.)

LOT 3R-1, BLOCK A  
WILLOWBROOK SQUARE  
SHOPPING CENTER  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

LOT 4, BLOCK A  
WILLOWBROOK SQUARE  
SHOPPING CENTER  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

JOHNSON CUSTER PARK, L.L.C.  
(VOL. 3966, PG. 1895)  
(D.R.C.C.T.)

135.00'  
160'± TO THE  
CENTERLINE OF  
LAMBERT COURT  
1/2-INCH IRON  
ROD FOUND (C.M.)

6' SANITARY SEWER EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

BUS LANE EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

6' SANITARY  
SEWER EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

11' BUS LANE EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

N 87°09'36" E  
37.89'

N 89°24'25" E  
219.52'

S 89°24'25" W 142.41'

N 00°35'35" W  
9.51'

S 89°24'25" W 257.38'

PARCEL S5  
STREET, UTILITY &  
SIDEWALK EASEMENT  
2,803 SF  
(0.064 ACRES)

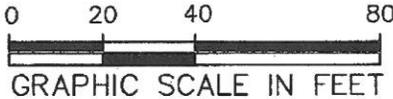
## PARK BOULEVARD

100' R.O.W.

MATCHLINE (SEE PAGE 3)

712.16'

LOT 1, BLOCK A  
COLLIN GREENE  
CONDOMINIUMS  
(CAB. F, PG. 169)  
(M.R.C.C.T.)



### NOTES:

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SURVEY ABSTRACT LINE
IRS	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET (C.M.) CONTROLLING MONUMENT
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T	DEED RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING

## PARCEL S5 STREET, UTILITY & SIDEWALK EASEMENT

PART OF LOT 4, BLOCK A  
WILLOWBROOK SQUARE SHOPPING CENTER  
WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 308  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 3

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	KCH/EAK	1"=40'	APRIL 2013	3061-10.195

# EXHIBIT 'A'

LOT 4, BLOCK A  
WILLOWBROOK SQUARE  
SHOPPING CENTER  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

JOHNSON CUSTER PARK, L.L.C.  
(VOL. 3966, PG. 1895)  
(D.R.C.C.T.)

**PARCEL S5**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**  
2,803 SF  
(0.064 ACRES)

11' BUS LANE EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)  
6' SANITARY SEWER EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

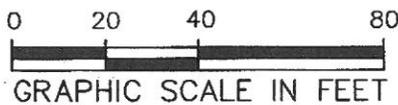
**CUSTER ROAD**

MATCHLINE (SEE PAGE 2)

N 89°24'25" E 219.52'  
S 89°24'25" W 257.38'  
S 00°35'35" E 11.00'  
S 89°24'25" W 10.21'

**PARK BOULEVARD**

**P.O.B.**



WILLIAM FITZHUGH SURVEY - ABSTRACT NO. 308  
SOLOMAN FITZHUGH SURVEY - ABSTRACT NO. 327

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	SURVEY ABSTRACT LINE
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHECO KOCH" CAP SET
(C.M.)	CONTROLLING MONUMENT
M.R.C.C.T.	MAP RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING

LOT 1, BLOCK A  
COLLIN GREENE  
CONDOMINIUMS  
(CAB. F, PG. 169)  
(M.R.C.C.T.)

**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Coleman Harris* 4/30/2013  
Date  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266



**PARCEL S5**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**

PART OF LOT 4, BLOCK A  
WILLOWBROOK SQUARE SHOPPING CENTER  
WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 308  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 3 OF 3

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT/JRM	KCH/EAK	1"=40'	APRIL 2013	3061-10.195

M:\DWG-30\3061-10.195\DWG\SURVEY\DD\3061-10.195EX5.DWG  
04/30/2013 - 8:57AM  
ACOLLAZO

**EXHIBIT "A"**  
**PARCEL T25 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 4, Block A  
Willowbrook Square Shopping Center  
William Fitzhugh Survey, Abstract No. 308  
City of Plano, Collin County, Texas

DESCRIPTION, of a 419 square foot (0.010 acre) tract of land situated in the William Fitzhugh Survey, Abstract No. 308, Collin County, Texas; said tract being part of Lot 4, Block A, Willowbrook Square Shopping Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 3927 Page 1362 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Johnson Custer Park, L.L.C. recorded in Volume 3966, Page 1895 of the Deed Records of Collin County, Texas; said 419 square foot tract being more particularly described as follows (Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.):

COMMENCING, at a point at the west end of a right-of-way corner clip at the intersection of the north right-of-way line of Park Boulevard (a 100-foot wide right-of-way) and the west right-of-way line of Custer Road (a 100-foot wide right-of-way); said point also being in the south line of said Lot 4;

THENCE, South 89 degrees, 24 minutes, 25 seconds West, along the said north line of Park Boulevard and the said south line of Lot 4, a distance of 10.21 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found; said point being the southwest corner of a 15-foot Right Turn Easement dedicated by said plat of Willowbrook Square Shopping Center;

THENCE, North 00 degrees, 35 minutes, 35 seconds West, departing the said north line of Park Boulevard and said south line of Lot 4, along the west line of said 15-foot Right Turn Easement, a distance of 11.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for the POINT OF BEGINNING;

THENCE, North 45 degrees, 18 minutes, 16 seconds West, departing the said west line of the 15-foot Right Turn Easement, a distance of 12.00 feet to a point for corner;

THENCE, North 44 degrees, 41 minutes, 44 seconds East, a distance of 40.92 feet to a point for corner in the said west line of the 15-foot Right Turn Easement;

THENCE, South 00 degrees, 09 minutes, 00 seconds East, along the said west line of the 15-foot Right Turn Easement, a distance of 17.02 feet to a point for corner;

THENCE, South 44 degrees, 41 minutes, 44 seconds West, continuing along the said west line of the 15-foot Right Turn Easement, a distance of 28.86 feet to the POINT OF BEGINNING;

CONTAINING: 419 square feet or 0.010 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

  
Eric A. Kreiner  
Registered Professional Land Surveyor No. 5320  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00

06/20/11  
Date



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3061-10.195EX37.doc jad

LOT 4, BLOCK A  
WILLOWBROOK SQUARE  
SHOPPING CENTER  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

JOHNSON CUSTER PARK, L.L.C.  
(VOL. 3966, PG. 1895)  
(D.R.C.C.T.)

**EXHIBIT 'A'**

**CUSTER ROAD**

15' RIGHT TURN EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

N 44°41'44" E  
40.92'

**PARCEL T25  
TEMPORARY  
CONSTRUCTION EASEMENT  
419 SF  
(0.010 ACRES)**

100' R.O.W.

1/2-INCH IRON ROD FOUND

S 00°09'00" E

17.02'

S 44°41'44" W

28.86'

N 00°35'35" W

11.00'

**P.O.B.**

**P.O.C.**

IRF (C.M.)

S 89°24'25" W  
10.21'

**PARK BOULEVARD**

11' BUS LANE EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

6' SANITARY SEWER EASEMENT  
(VOL. 3927, PG. 1362)  
(M.R.C.C.T.)

PROPOSED STREET EASEMENT  
(BY SEPARATE INSTRUMENT)

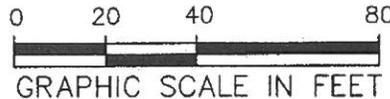
100' R.O.W.

N 45°18'16" W  
12.00'

WILLIAM FITZHUGH SURVEY - ABSTRACT NO. 308  
SOLOMAN FITZHUGH SURVEY - ABSTRACT NO. 327

LOT 1, BLOCK A  
COLLIN GREENE  
CONDOMINIUMS  
(CAB. F, PG. 169)  
(M.R.C.C.T.)

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SURVEY ABSTRACT LINE
IRF	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND (C.M.) CONTROLLING MONUMENT
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T	DEED RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING
<b>P.O.C.</b>	POINT OF COMMENCING



**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Eric A. Kreiner  
Registered Professional  
Land Surveyor No. 5320  
Date 06/21/11



**PARCEL T25  
TEMPORARY  
CONSTRUCTION  
EASEMENT**

PART OF LOT 4, BLOCK A  
WILLOWBROOK SQUARE SHOPPING CENTER  
WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 308  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JAD	KCH/EAK	1"=40'	NOV. 2012	3061-10.195

M:\DWG-30\3061-10.195\DWG\SURVEY\C3D\3061-10.195EX37.DWG

12/17/2012 - 2:28PM

ADOBES

**Carol Ann Luby, Etal**  
**“The Cash Store”**  
**2498 K Avenue**

**for**

**Street, Utility & Sidewalk Easement S11– 1,405 square ft.**  
**Temporary Construction Easement T17 – 2,122 square ft.**  
**Temporary Construction Easement T21 – 613 square ft.**

**EXHIBIT "A"**  
**PARCEL S11 STREET, UTILITY & SIDEWALK EASEMENT**

Part of Lot 1R, Block 1  
Replat of Park Mall Addition  
Benjamin F. Matthews Survey, Abstract No. 612  
*City of Plano, Collin County, Texas*

DESCRIPTION, of a 1,405 square foot (0.032 acre) tract of land situated in the Benjamin F. Matthews Survey, Abstract No. 612, Collin County, Texas; said tract being part of Lot 1R, Block 1, Replat of Park Mall Addition, an addition to the City of Plano, Texas according to the plat recorded in Cabinet H, Page 139, of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Isadore Arnold Victor, III, Marion Victor Perini and Carol Ann Luby recorded in Volume 3820, Page 250 of the Deed Records of Collin County, Texas; said 1,405 square foot tract being more particularly described as follows (Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.):

BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the south right-of-way line of Park Boulevard (a 100-foot wide right-of-way); said point being the northeast corner of a 10-foot Street, Sidewalk and Utility Easement shown on the plat of said Replat of Park Mall Addition; said point being North 89 degrees, 57 minutes, 19 seconds East, a distance of 14.09 feet from the east end of a right-of-way corner clip at the intersection of the said south line of Park Boulevard and the east right-of-way line of K Avenue (a 100-foot wide right-of-way);

THENCE, North 89 degrees, 57 minutes, 19 seconds East, along the said south line of Park Boulevard, a distance of 125.91 feet to a "+" cut in concrete set for the northeast corner of said Lot 1R and the northwest corner of Lot 2R of said Replat of Park Mall Addition;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, departing the said south line of Park Boulevard and along the east line of said Lot 1R and the west line of said Lot 2R, a distance of 9.50 feet to a "+" cut in concrete set for corner;

THENCE, South 89 degrees, 57 minutes, 19 seconds West, departing the said east line of Lot 1R and the said west line of Lot 2R, a distance of 121.32 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

THENCE, South 44 degrees, 44 minutes, 49 seconds West, a distance of 26.32 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the east line of said 10-foot Street, Sidewalk and Utility Easement;

THENCE, along the said east line of the 10-foot Street, Sidewalk and Utility Easement, the following two (2) calls:

North 00 degrees, 27 minutes, 41 seconds West, a distance of 14.09 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

**PARCEL S11 STREET, UTILITY & SIDEWALK EASEMENT**

(Continued)

North 44 degrees, 44 minutes, 49 seconds East, a distance of 19.85 feet to the POINT OF BEGINNING;

CONTAINING: 1,405 square feet or 0.032 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

*Kyle Harris* 4/30/2013  
Kyle Coleman Harris Date  
Registered Professional Land Surveyor No. 6266  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00



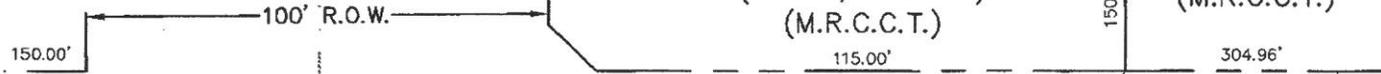
3061-10.195EX11.dwg  
3061-10.195EX11.doc mnt/jrm

# EXHIBIT 'A'

LOT 2, BLOCK 1  
PARKER SQUARE  
REVISED  
(VOL. 9, PG. 19)  
(M.R.C.C.T.)

LOT 1, BLOCK A  
GREENVILLE PARK  
SHOPPING CENTER II  
PLANO PARKWAY DEVELOPMENT  
(CAB F, PG. 731)  
(M.R.C.C.T.)

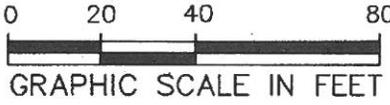
LOT 1, BLOCK 1  
GREENVILLE PARK  
SHOPPING CENTER  
ADDITION  
(CAB. F, PG. 525)  
(M.R.C.C.T.)



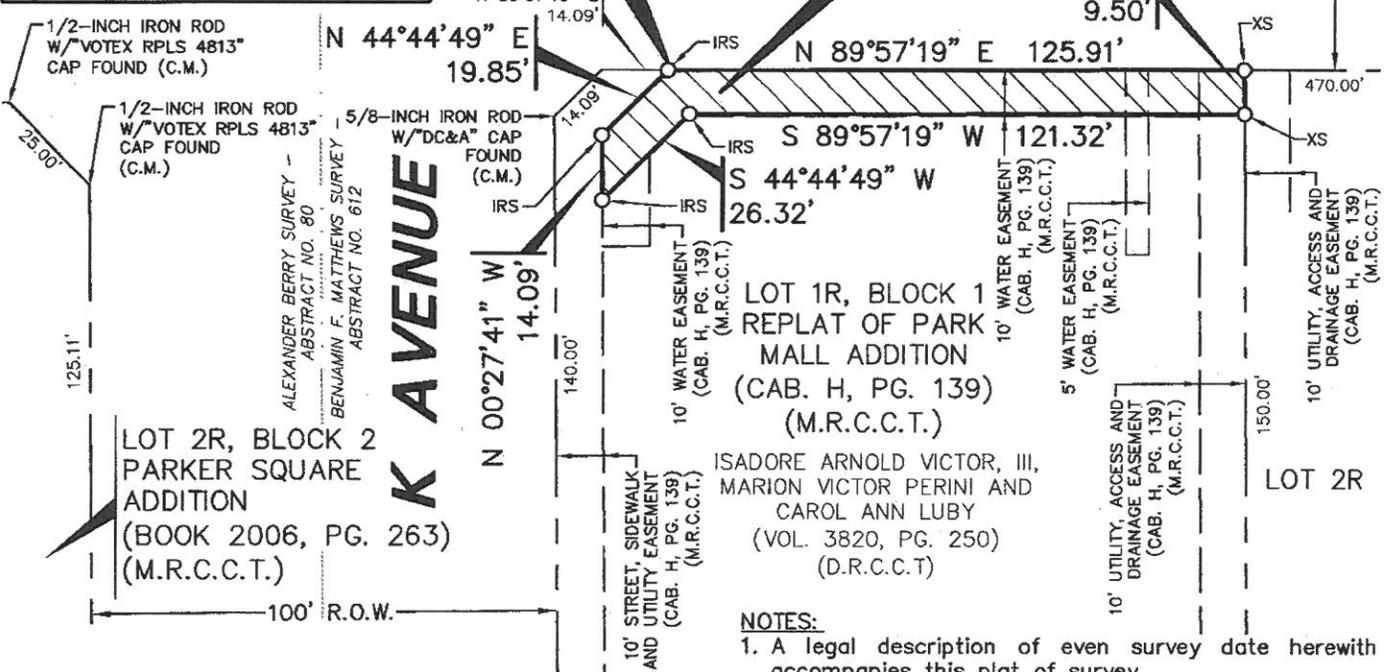
LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SURVEY ABSTRACT LINE
IRS	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET
XS	"+" CUT IN CONCRETE SET
(C.M.)	CONTROLLING MONUMENT
D.R.C.C.T	DEED RECORDS COLLIN COUNTY, TEXAS
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING



## PARK BOULEVARD



**PARCEL S11**  
**STREET, UTILITY &**  
**SIDEWALK EASEMENT**  
**1,405 SF**  
(0.032 ACRES)



The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Harris* 4/30/2013  
Date  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266



- NOTES:**
1. A legal description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

## PARCEL S11 STREET, UTILITY & SIDEWALK EASEMENT

PART OF LOT 1R, BLOCK 1 REPLAT OF PARK MALL ADDITION BENJAMIN F. MATTHEWS SURVEY, ABSTRACT NO. 612 CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 3 OF 3

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT/JRM	KCH/EAK	1"=40'	APRIL 2013	3061-10.195

M:\DWG-30\3061-10.195\DWG\SURVEY\DD\3061-10.195EX11.DWG 04/30/2013 - 9:22AM ACOLLAZO

**EXHIBIT "A"**  
**PARCEL T17 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 1R, Block 1  
Replat of Park Mall Addition  
Benjamin F. Mathews Survey, Abstract No. 612  
City of Plano, Collin County, Texas

DESCRIPTION, of a 2,122 square foot (0.049 acre) tract of land situated in the Benjamin F. Mathews Survey, Abstract No. 612, Collin County, Texas; said tract being part of Lot 1R, Block 1, Replat of Park Mall Addition, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Cabinet H, Page 139 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Isadore Arnold Victor, III, Ms. Marion Victor Perini and Carol Ann Luby recorded in Volume 3820, Page 250 of the Deed Records of Collin County, Texas; said 2,122 square foot tract being more particularly described as follows (bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010):

COMMENCING, at a 5/8-inch iron rod with "DC&A" cap found at the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Park Boulevard (a 100-foot wide right-of-way) and the east right-of-way line of K Avenue (a 100-foot wide right-of-way); said point being the westernmost northwest corner of said Lot 1R;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, along the said east of K Avenue, a distance of 140.00 feet to a 5/8-inch iron rod with "DC&A" cap found at the southwest corner of said Lot 1R and the westernmost northwest corner of Lot 2R, Block 1 of said Replat of Park Mall Addition;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, departing the said east line of K Avenue and along the south line of said Lot 1R and a north line of said Lot 2R, a distance of 10.00 feet to a point in the east line of a 10-foot wide Street, Sidewalk and Utility Easement according to said Replat of Park Mall Addition at the POINT OF BEGINNING;

THENCE, North 00 degrees, 27 minutes, 41 seconds West, departing the said south line of Lot 1R and the said north line of Lot 2R, and along the said east line of the 10-foot Street, Sidewalk and Utility Easement, a distance of 121.82 feet to a point for the southwest corner of a Proposed Street Easement;

THENCE, North 44 degrees, 44 minutes, 49 seconds East, departing the said east line of the 10-foot Street, Sidewalk and Utility Easement and along the south line of said Proposed Street Easement, a distance of 4.23 feet to a point for corner;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, departing the said south line of said Proposed Street Easement, a distance of 60.02 feet to a point for corner;

THENCE, North 89 degrees, 32 minutes, 19 seconds East, a distance of 27.00 feet to a point for corner;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, a distance of 65.00 feet to a point for corner in the said south line of Lot 1R and said north line of Lot 2R;

THENCE, South 89 degrees, 57 minutes, 19 seconds West, along the said south line of Lot 1R and the said north line of Lot 2R, a distance of 30.00 feet to the POINT OF BEGINNING;

CONTAINING, 2,122 square feet or 0.049 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

  
Eric A. Kreiner  
Registered Professional Land Surveyor No. 5320  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00

06/24/11  
Date



# EXHIBIT 'A'



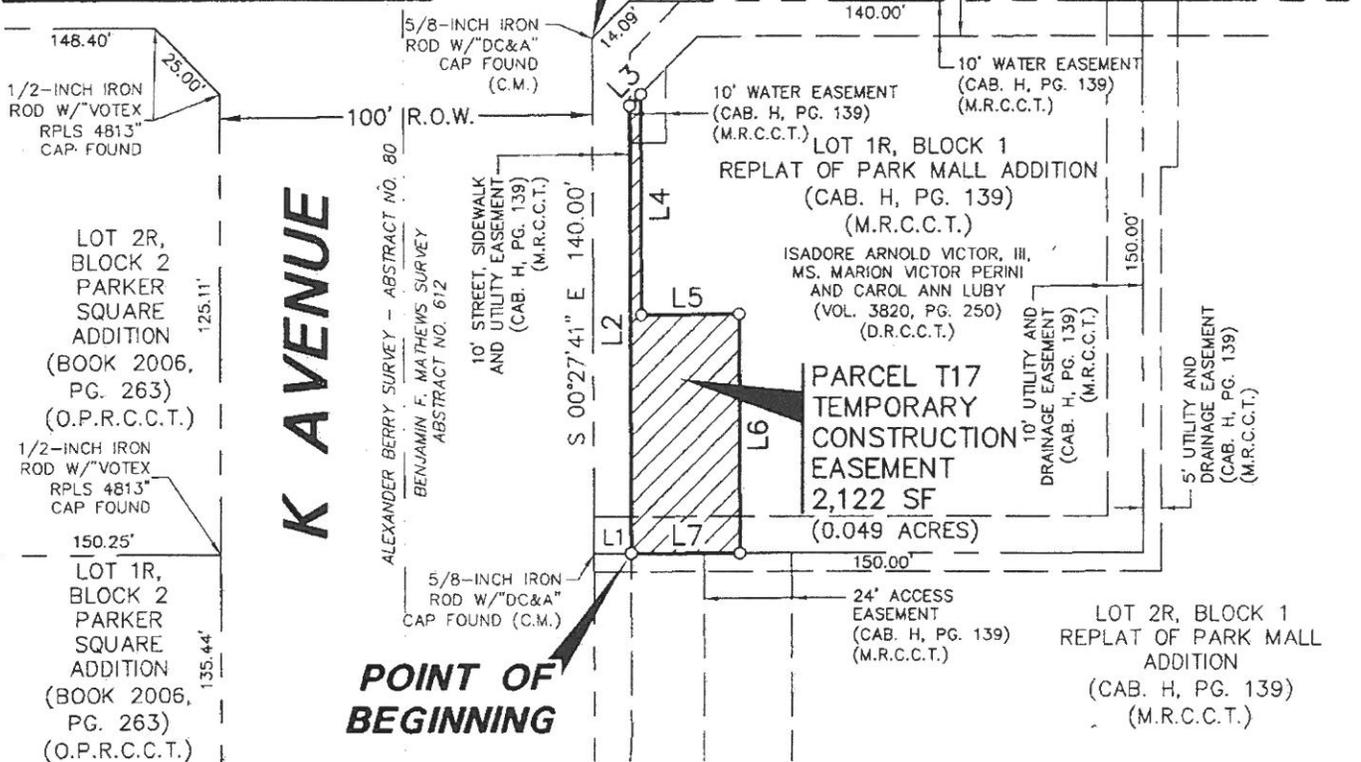
## PARK BOULEVARD

(A 100'-FOOT RIGHT-OF-WAY)

**POINT OF COMMENCING**

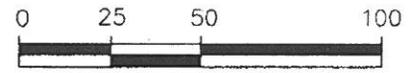
**POINT OF BEGINNING**

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	SURVEY ABSTRACT LINE
(C.M.) -	CONTROLLING MONUMENT
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T	DEED RECORDS OF COLLIN COUNTY, TEXAS



### LINE TABLE

LINE	BEARING	LENGTH
L1	N 89°57'19" E	10.00'
L2	N 00°27'41" W	121.82'
L3	N 44°44'49" E	4.23'
L4	S 00°27'41" E	60.02'
L5	N 89°32'19" E	27.00'
L6	S 00°27'41" E	65.00'
L7	S 89°57'19" W	30.00'



**NOTES:**

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*[Signature]*  
Eric A. Kreiner  
Registered Professional  
Land Surveyor No. 5320  
Date: 06/20/11



## PARCEL T17 TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1R, BLOCK 1,  
REPLAT OF PARK MALL ADDITION  
BENJAMIN F. MATHEWS SURVEY,  
ABSTRACT NO. 612

CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JRM/KCH	EAK	1"=50'	JUNE 2011	3061-10.195

**EXHIBIT "A"**  
**PARCEL T21 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 1R, Block 1  
Replat of Park Mall Addition  
Benjamin F. Mathews Survey, Abstract No. 612  
City of Plano, Collin County, Texas

DESCRIPTION, of a 613 square foot (0.014 acre) tract of land situated in the Benjamin F. Mathews Survey, Abstract No. 612, Collin County, Texas; said tract being part of Lot 1R, Block 1, Replat of Park Mall Addition, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Cabinet H, Page 139 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Isadore Arnold Victor, III, Ms. Marion Victor Perini and Carol Ann Luby recorded in Volume 3820, Page 250 of the Deed Records of Collin County, Texas; said 613 square foot tract being more particularly described as follows (bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010):

COMMENCING, at a 5/8-inch iron rod with "DC&A" cap found at the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Park Boulevard (a 100-foot wide right-of-way) and the east right-of-way line of K Avenue (a 100-foot wide right-of-way); said point being the westernmost northwest corner of Lot 1R, Block 1 of said Replat of Park Mall Addition;

THENCE, North 44 degrees, 44 minutes, 49 seconds East, a distance of 14.09 feet to a point at the north end of said corner clip;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, along the said south line of Park Boulevard and the north line of said Lot 1R, a distance of 110.15 feet to a point;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, departing the said south line of Park Boulevard, a distance of 9.50 feet to the POINT OF BEGINNING; said point being in the south line of a Proposed Street Easement;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, along the said south line of the Proposed Street Easement, a distance of 29.85 feet to a point for corner in the east line of said Lot 1R and the west line of said Lot 2R, Block 1 of said Replat of Park Mall Addition;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, along the said east line of Lot 1R and the said west line of Lot 2R, a distance of 20.50 feet to a point for corner;

THENCE, South 89 degrees, 57 minutes, 19 seconds West, departing the said east line of Lot 1R and the said west line of Lot 2R, a distance of 30.00 feet to a point for corner;

THENCE, North 00 degrees, 02 minutes, 41 seconds West, a distance of 20.50 feet to the POINT OF BEGINNING;

CONTAINING, 613 square feet or 0.014 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

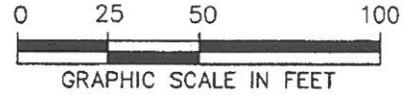
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

  
Eric A. Kreiner  
Registered Professional Land Surveyor No. 5320  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00

06/20/11  
Date



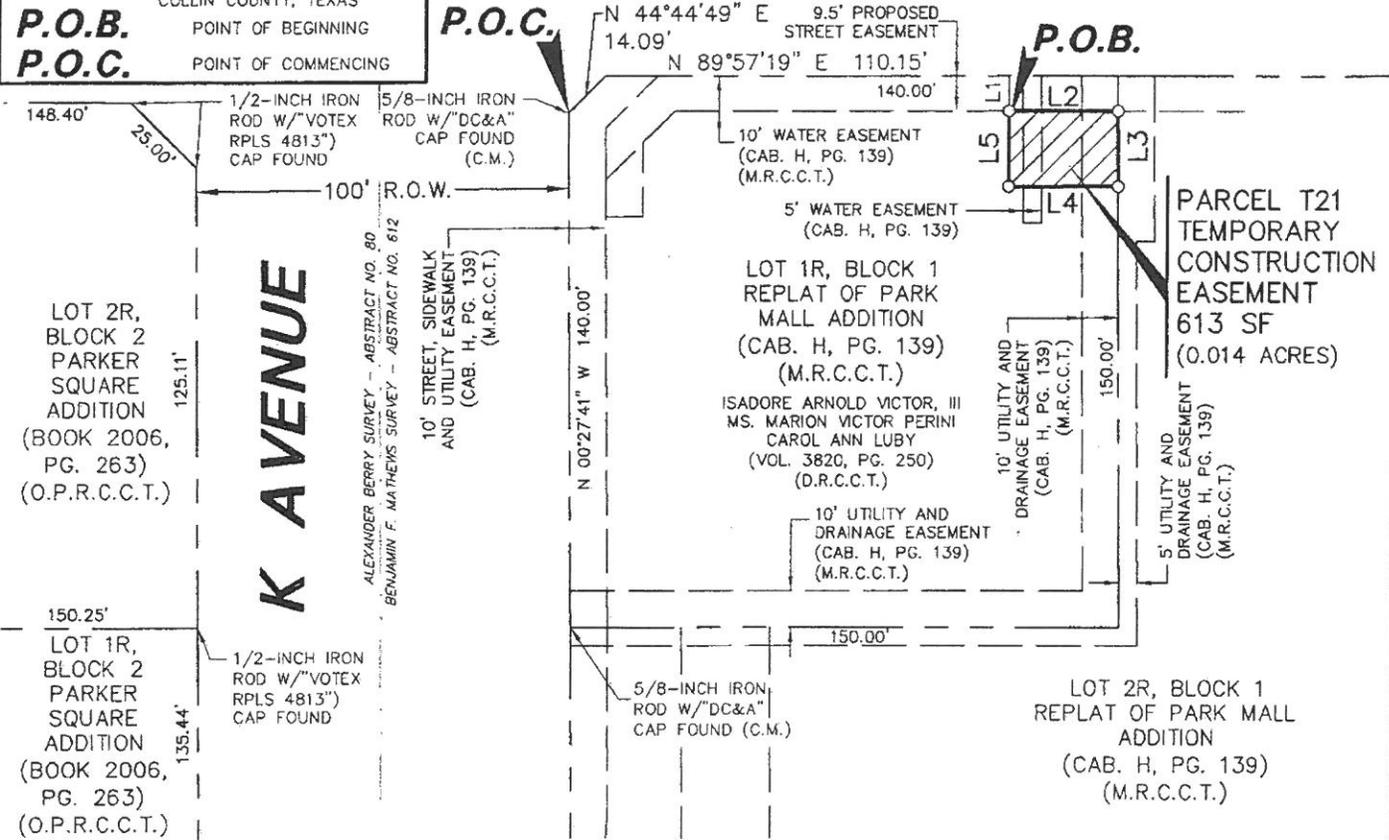
# EXHIBIT 'A'



LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	ABSTRACT LINE
(C.M.) - CONTROLLING MONUMENT	
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T	DEED RECORDS OF COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING
<b>P.O.C.</b>	POINT OF COMMENCING

## PARK BOULEVARD

(A 100' RIGHT-OF-WAY)



### LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°27'41" E	9.50'
L2	N 89°57'19" E	29.85'
L3	S 00°27'41" E	20.50'
L4	S 89°57'19" W	30.00'
L5	N 00°02'41" W	20.50'

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Eric A. Kreiner Date 06/20/11  
Registered Professional Land Surveyor No. 5320



### NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

## PARCEL T21 TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1R, BLOCK 1,  
REPLAT OF PARK MALL ADDITION  
BENJAMIN F. MATHEWS SURVEY,  
ABSTRACT NO. 612  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PAGE 2 OF 2

DWG FILE: 3061-10.195EX33.DWG

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12/17/2012 -- 2:24PM

ADOBBS

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

<b>DRAWN BY</b> JRM	<b>CHECKED BY</b> EAK	<b>SCALE</b> 1"=50'	<b>DATE</b> JUNE 2011	<b>JOB NUMBER</b> 3061-10.195
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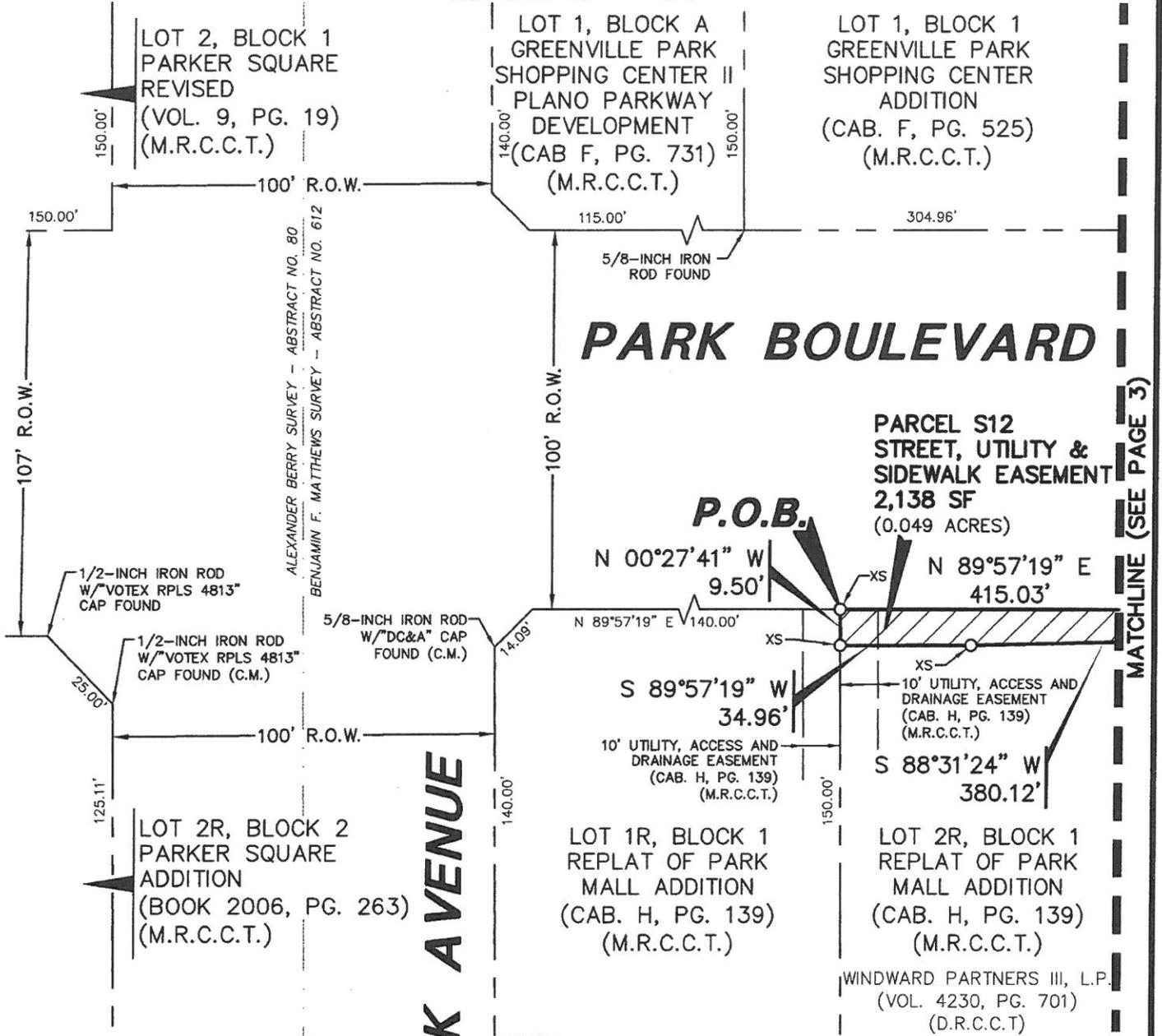
**CCG Park Mall Partners, LP  
“Park Mall Plaza”  
2400-2456 K Avenue**

**for**

**Street, Utility & Sidewalk Easement S12– 2,138 square ft.  
Temporary Construction Easement T22 – 11,302 square ft.**



# EXHIBIT 'A'



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04/30/2013 - 9:31AM  
ACOLLAZO

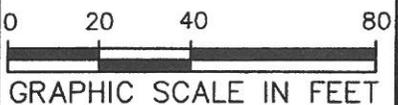
MATCHLINE (SEE PAGE 3)

**LEGEND**

- - - - - PROPERTY LINE  
 - - - - - PROPOSED EASEMENT LINE  
 - - - - - EXISTING EASEMENT LINE  
 - - - - - SURVEY ABSTRACT LINE

XS "+" CUT IN CONCRETE SET  
 (C.M.) CONTROLLING MONUMENT  
 D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS  
 M.R.C.C.T. MAP RECORDS COLLIN COUNTY, TEXAS

**P.O.B.** POINT OF BEGINNING



## PARCEL S12 STREET, UTILITY & SIDEWALK EASEMENT

PART OF LOT LOT 2R, BLOCK 1 REPLAT OF PARK MALL ADDITION BENJAMIN F. MATTHEWS SURVEY, ABSTRACT NO. 612 CITY OF PLANO, COLLIN COUNTY, TEXAS

PAGE 2 OF 3

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX 75206 972.235.3031 TX REG. ENGINEERING FIRM F-469 DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

<b>DRAWN BY</b> RMT	<b>CHECKED BY</b> KCH/EAK	<b>SCALE</b> 1"=40'	<b>DATE</b> APRIL 2013	<b>JOB NUMBER</b> 3061-10.195
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**EXHIBIT 'A'**

LOT 1, BLOCK 1  
GREENVILLE PARK  
SHOPPING CENTER  
ADDITION  
(CAB. F, PG. 525)  
(M.R.C.C.T.)

LOT 1, BLOCK 1  
CEN COR ADDITION  
NO. 1  
(CAB. B, PG. 153)  
(M.R.C.C.T.)

**DOBIE  
DRIVE**

399.94'

253.37'

60' R.O.W.

304.96'

121.56'

**PARK BOULEVARD**

**PARCEL S12  
STREET, UTILITY &  
SIDEWALK EASEMENT  
2,138 SF  
(0.049 ACRES)**

N 89°57'19" E 415.03'

S 88°31'24" W 380.12'

470.00'

MATCHLINE (SEE PAGE 2)

100' R.O.W.

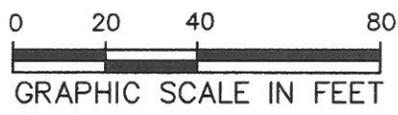
100' R.O.W.

24' FIRE LANE EASEMENT  
(CAB. H, PG. 139)  
(M.R.C.C.T.)

24' FIRE LANE EASEMENT  
(CAB. H, PG. 139)  
(M.R.C.C.T.)

LOT 2R, BLOCK 1  
REPLAT OF PARK  
MALL ADDITION  
(CAB. H, PG. 139)  
(M.R.C.C.T.)

WINDWARD PARTNERS III, L.P.  
(VOL. 4230, PG. 701)  
(D.R.C.C.T.)



LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SURVEY ABSTRACT LINE
XS "+"	CUT IN CONCRETE SET
(C.M.)	CONTROLLING MONUMENT
D.R.C.C.T	DEED RECORDS COLLIN COUNTY, TEXAS
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING

**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

*Kyle Coleman Harris* 4/30/2013  
Date  
Kyle Coleman Harris  
Registered Professional  
Land Surveyor No. 6266



**PARCEL S12  
STREET, UTILITY &  
SIDEWALK EASEMENT**

PART OF LOT LOT 2R, BLOCK 1 REPLAT OF  
PARK MALL ADDITION BENJAMIN F. MATTHEWS  
SURVEY, ABSTRACT NO. 612 CITY OF PLANO,  
COLLIN COUNTY, TEXAS  
PAGE 3 OF 3

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000  
DALLAS, TX 75206 972.235.3031  
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-100080-00

<b>DRAWN BY</b> RMT	<b>CHECKED BY</b> KCH/EAK	<b>SCALE</b> 1"=40'	<b>DATE</b> APRIL 2013	<b>JOB NUMBER</b> 3061-10.195
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**EXHIBIT "A"**  
**PARCEL T22 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 2R, Block 1  
Replat of Park Mall Addition  
Benjamin F. Mathews Survey, Abstract No. 612  
*City of Plano, Collin County, Texas*

DESCRIPTION, of an 11,302 square foot (0.260 acre) tract of land situated in the Benjamin F. Mathews Survey, Abstract No. 612, Collin County, Texas; said tract being part of Lot 2R, Block 1, Replat of Park Mall Addition, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Cabinet H, Page 139 of the Map Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Windward Partners III, L.P. recorded in Volume 4230, Page 701 of the Deed Records of Collin County, Texas; said 11,302 square foot tract being more particularly described as follows (bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010):

COMMENCING, at a 5/8-inch iron rod with "DC&A" cap found at the south end of a right-of-way corner clip at the intersection of the south right-of-way line of Park Boulevard (a 100-foot wide right-of-way) and the east right-of-way line of K Avenue (a 100-foot wide right-of-way); said point being the westernmost northwest corner of Lot 1R, Block 1 of said Replat of Park Mall Addition;

THENCE, North 44 degrees, 44 minutes, 49 seconds East, a distance of 14.09 feet to a point at the north end of said corner clip;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, along the said south line of Park Boulevard and the north line of said Lot 1R, a distance of 140.00 feet to a point at the northeast corner of said Lot 1R and the northernmost northwest corner of said Lot 2R;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, departing the said south line of Park Boulevard and along the east line of said Lot 1R and the west line of said Lot 2R, a distance of 9.50 feet to the POINT OF BEGINNING; said point being in the south line of a Proposed Street Easement;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, departing the said east line of Lot 1R and the said west line of Lot 2R and along the said south line of the Proposed Street Easement, a distance of 34.96 feet to an angle point;

THENCE, North 88 degrees, 31 minutes, 24 seconds East, continuing along the said south line of the Proposed Street Easement, a distance of 380.12 feet to an angle point in the south line of said Park Boulevard and the north line of said Lot 2R; said point being the east corner of said Proposed Street Easement;

THENCE, North 89 degrees, 57 minutes, 19 seconds East, along the said south line of Park Boulevard and the said north line of Lot 2R, a distance of 32.96 feet to a point for corner in the west line of a 22' Fire Lane and Utility Easement as dedicated by said Replat of Park Mall Addition;

THENCE, South 00 degrees, 27 minutes, 41 seconds East, departing the said south line of Park Boulevard and along the said west line of the 22' Fire Lane and Utility Easement, a distance of 30.00 feet to a point for corner;

THENCE, South 89 degrees, 57 minutes, 19 seconds West, departing the said west line of the 22' Fire Lane and Utility Easement, a distance of 448.00 feet to a point for corner in the said east line of Lot 1R and the said west line of Lot 2R;

**EXHIBIT "A"**  
**PARCEL T22 TEMPORARY CONSTRUCTION EASEMENT**

Part of Lot 2R, Block 1  
Replat of Park Mall Addition  
Benjamin F. Mathews Survey, Abstract No. 612  
City of Plano, Collin County, Texas

THENCE, North 00 degrees, 27 minutes, 41 seconds West, along the said east line of Lot 1R and the said west line of Lot 2R, a distance of 20.50 feet to the POINT OF BEGINNING;

CONTAINING, 11,302 square feet or 0.260 acres of land, more or less.

*(A survey plat of even date herewith accompanies this legal description.)*

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

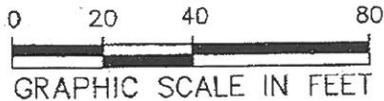
  
Eric A. Kreiner  
Registered Professional Land Surveyor No. 5320  
Pacheco Koch Consulting Engineers, Inc.  
8350 N. Central Expwy, #1000, Dallas TX 75206  
(972) 235-3031  
TX Reg. Surveying Firm LS-100080-00

*06/20/11*  
Date

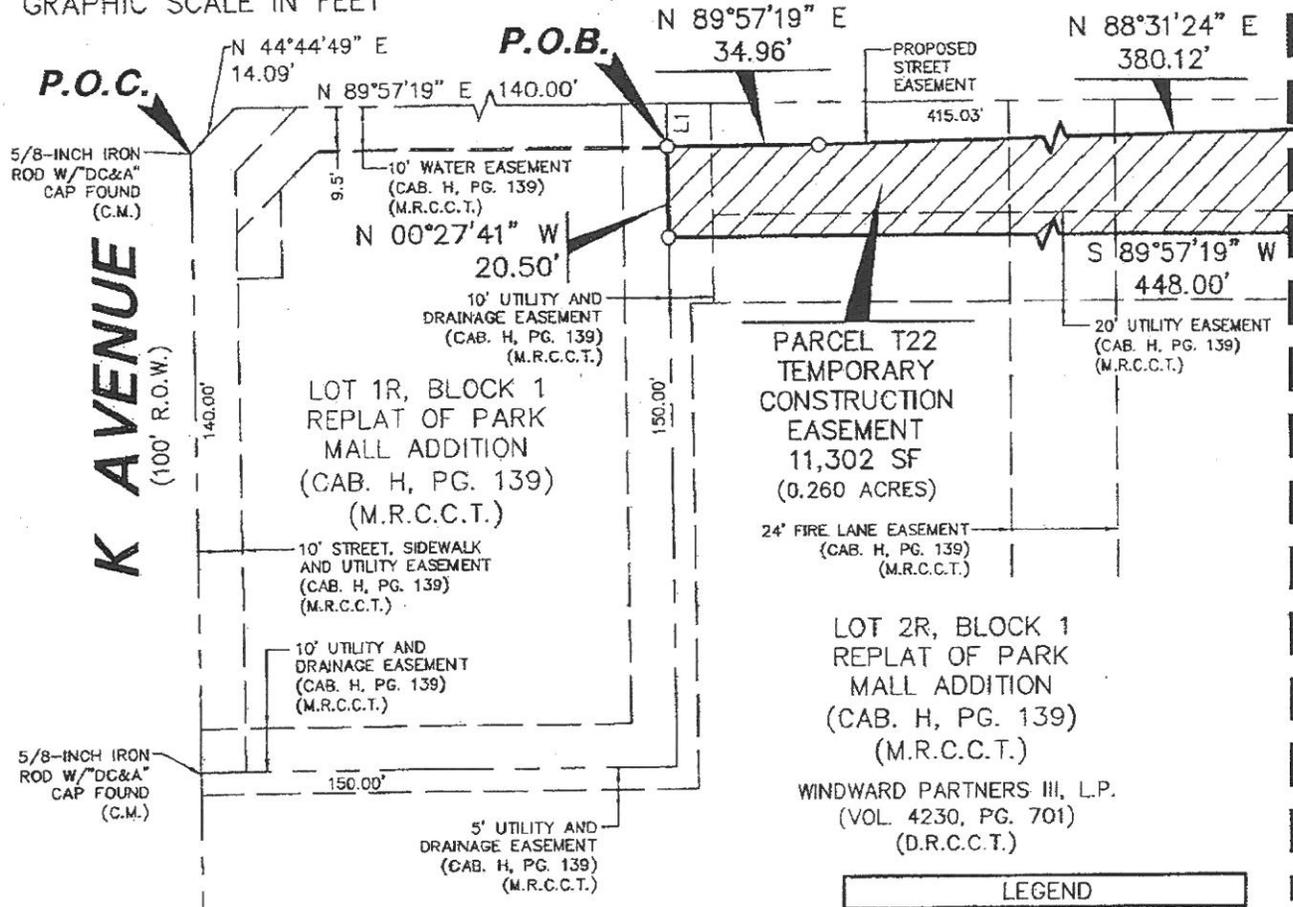


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3061-10.195EX34.doc slj

# EXHIBIT 'A'



## PARK BOULEVARD (A 100' RIGHT-OF-WAY)



MATCHLINE (SEE SHEET 4)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°27'41" E	9.50'

**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

LEGEND	
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
(C.M.)	- CONTROLLING MONUMENT
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
M.R.C.C.T	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T	DEED RECORDS OF COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING
<b>P.O.C.</b>	POINT OF COMMENCING

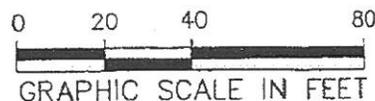
### PARCEL T22 TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 2R, BLOCK 1  
REPLAT OF PARK MALL ADDITION  
BENJAMIN F. MATHEWS SURVEY,  
ABSTRACT NO. 612  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
SHEET 3 OF 4

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12/17/2012 - 2:26PM  
ADDBS

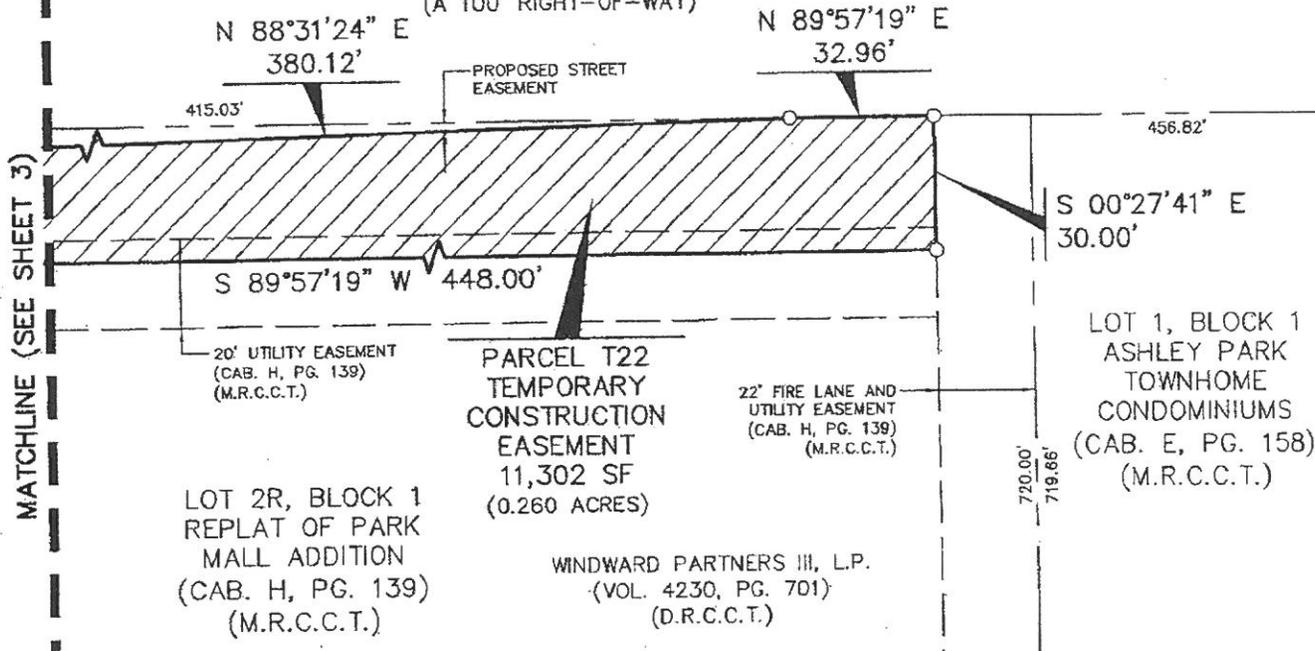
<b>Pacheco Koch</b> 8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX 75206 972.235.3031 TX REG. ENGINEERING FIRM F-469 DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00	<b>DRAWN BY</b> SLJ	<b>CHECKED BY</b> EAK	<b>SCALE</b> 1"=40'	<b>DATE</b> JUNE 2011	<b>JOB NUMBER</b> 3061-10.195
	<p style="text-align: right;">DWG FILE: 3061-10.195EX34.DWG</p>				

# EXHIBIT 'A'



## PARK BOULEVARD

(A 100' RIGHT-OF-WAY)



MATCHLINE (SEE SHEET 3)

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
(C.M.) -	CONTROLLING MONUMENT
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
M.R.C.C.T.	MAP RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
<b>P.O.B.</b>	POINT OF BEGINNING
<b>P.O.C.</b>	POINT OF COMMENCING

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Eric A. Kreiner  
Registered Professional Land Surveyor No. 5320  
Date: 06/20/11



**NOTES:**

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202, State Plane Surface Bearings, based on Reference Frame: NAD83 (CORS96), EPOCH: 2002.00, based on observations made on August 28th, 2010.

### PARCEL T22 TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 2R, BLOCK 1  
REPLAT OF PARK MALL ADDITION  
BENJAMIN F. MATHEWS SURVEY,  
ABSTRACT NO. 612  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
SHEET 4 OF 4

**Pacheco Koch** 8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX 75206 972.235.3031 TX REG. ENGINEERING FIRM F-469  
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
SLJ	EAK	1"=40'	JUNE 2011	3061-10.195

M:\DWG-30\3061-10.195\DWG\SURVEY\DD\3061-10.195EX34.DWG  
12/17/2012 - 2:25PM  
ADOBBS

**DATE:** June 17, 2014  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of June 16, 2014

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2014-12  
APPLICANT: CITY OF PLANO**

Request to modify Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance to consider various amendments to the Downtown Sign District. Tabled May 19, 2014 and June 2, 2014.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

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

**Section 3.1600 - Sign Regulations**

Subsection 3.1602 - Definitions

~~Downtown Sign District — The area described in Subsection 3.1605.~~

Subsection 3.1604 (General)

Overlay Districts/Planned Developments/Heritage Resource District/ ~~Downtown Sign District~~

Signs within an overlay district, planned development, or Heritage Resource District, ~~or Downtown Sign District~~ shall be regulated by the ordinance regulating signs located within the relevant district.

Subsection 3.1605 (Downtown Sign District)

This section was deleted in its entirety. Refer to Subsection 2.821 (BG-Downtown Business/Government).

Subsection 2.821 (BG - Downtown Business/Government)

6. Sign Regulations

1a. Purpose

The purpose of this section is to regulate the construction of new signs and alterations made to existing signs to ensure consistency with the historic, urban, pedestrian-oriented nature of this district, and the dense, compact development absent in other areas of the city. The objective of this section is to ensure (1) that new signage is appropriate to the architectural design of the building and the district and (2) that signs do not visually obscure significant architectural features of a building or the district in general.

~~The Downtown Sign District encompasses all properties that are zoned Downtown Business/Government. The Downtown Sign District is further classified into two areas — Area A and Area B. The boundary of Area A is defined below. Area B consists of all properties within the Downtown Business/Government zoning that are not within the boundary of Area A.~~

~~2. Area A Boundary Description~~

~~BEING a 17.86 acre tract of land situated in Collin County, Texas, and being more particularly described as follows:~~

~~BEGINNING at the intersection of centerline of Municipal Avenue (variable R-O-W) with the centerline of 15th Street (variable R-O-W) to a point for a corner;~~

~~THENCE continuing west along said 15th Street centerline to a point for a corner at the intersection of 15th Street and the centerline of K Avenue (variable R-O-W);~~

~~THENCE continuing north along said K Avenue centerline to a point for a corner at the intersection of K Avenue and the centerline of 16th Street (variable R-O-W);~~

~~THENCE continuing along said 16th Street centerline to a point for a corner at the intersection of 16th Street and the centerline of the Dallas Area Rapid Transit (DART) R-O-W (variable R-O-W) located in Tract 68 of the Sanford Beck Survey, City of Plano, Collin County, Texas;~~

~~THENCE continuing south a distance of 1,125 feet along said DART R-O-W to a point for a corner intersecting the centerline of 14th Street (variable R-O-W);~~

~~THENCE continuing east following along said 14th Street centerline to a point for a corner at the intersection of 14th Street and the centerline of Municipal Avenue;~~

~~THENCE continuing north along said Municipal Avenue centerline back to the PLACE OF BEGINNING and containing 17.86 (777,982 square feet) acres of land.~~

b. General Provisions

i. Issuance of Sign Permit

Signs shall conform to the criteria in this section and to appropriate city codes prior to issuance of a sign permit.

~~Conflict between Sections~~

~~Where there is a conflict between sections of this ordinance, this section shall govern in this district.~~

ii. Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not obscure any architectural accent, pattern, or object on the original structure.

iii. Sign Materials

Sign finish materials shall be one of the following:

1. Metal, painted or enameled.
2. Cold cathode tube (neon).
3. Carved relief in stone or cast stone.
4. Wood or carved wood which is painted or sealed.
5. The use of plastic on the exterior of a sign is prohibited, except on a marquee and institution signs.

iv. Lighting of Signs

1. All electrical shall comply with the currently adopted version of the National Electrical Code.
2. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
3. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)

4. No sign, except a marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

v. Historic Signs

Historic signs shall not be calculated in the number or area of allowed signs for the purposes of this ordinance. They shall not be considered nonconforming unless deemed noncontributing through the Certificate of Appropriateness process.

vi. Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

vii. Community Special Events

City Council or the City Manager may authorize signs to advertise patriotic, special events, or special projects of general public interest ~~taking place within the boundaries of the Downtown Sign District.~~

viii. Encroachment onto Public Right-of-Way

Any sign that is located upon or overhangs a public right-of-way shall be governed by a franchise agreement with the City of Plano.

ix. Special Event Signage

Special event signage shall be reviewed as part of the overall Special Event Permit as set out in the Code of Ordinances, City of Plano.

c. Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted, and parking information shall not require a sign permit.

d. Signs Allowed/Prohibited

i. Allowed Signs

The following signs shall be allowed:

1. All signs specifically permitted in this section.
2. Development or construction signs.
3. Real estate signs.

ii. Prohibited Signs

The following signs are prohibited in the ~~Downtown Sign District~~:

1. Any sign not specifically permitted by this section is prohibited.
2. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in ~~3.1605~~; this section.
3. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

~~Table of Permitted Signs~~

Signs Permitted in Each Sub-Area of the Downtown Sign District		
Sign Type	Area A	Area B
A-frame/Sandwich Board Sign	X	X
Armature Sign		X
Awning Sign	X	X
Banner Sign	X	X
Directory Sign	X	X
Hanging Sign	X	X
Institution Sign ( <del>ZC 2011-26; Ordinance</del> )		X

<del>2011-11-7)</del>		
<del>Marquee Sign</del>	<del>X</del>	<del>X</del>
<del>Pole Sign</del>		<del>X</del>
<del>Municipally-owned Sign</del>	<del>X</del>	<del>X</del>
<del>Mural Sign</del>	<del>X</del>	<del>X</del>
<del>Onsite Directional Sign</del>	<del>X</del>	<del>X</del>
<del>Projecting Sign</del>	<del>X</del>	
<del>Wall Sign – Attached</del>	<del>X</del>	<del>X</del>
<del>Window Sign</del>	<del>X</del>	
<del>(X = Permitted)</del>		

e. Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Banner Sign
5. Directory Sign
6. Hanging Sign
7. Institution Sign
8. Marquee Sign
9. Municipally-owned Sign
10. Mural Sign
11. Onsite Directional Sign
12. Projecting Sign
13. Wall Sign - Attached
14. Window Sign

f. Sign Standards

i. General

~~Each business within Area A with direct ground floor access is permitted one hanging sign and one awning or wall sign per street frontage.~~

~~Each business with direct first floor access within Area B is permitted one hanging, awning, or wall sign and one pole or armature sign per street frontage.~~

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.
2. Each building is permitted one building identification sign.

ii. A-frame/Sandwich Board Signs

1. General

No more than one a-frame or sandwich board sign per business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements.

2. Sign Area and Size

No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

iii. Armature Signs

1. Sign Area

The sign area of any one face shall not exceed 16 square feet in area. The sign area of an armature sign shall not comprise more than 70% of the entire sign structure.

2. Sign Size

The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet.

3. Location

An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

#### iv. Awning Signs

##### 1. Sign Location

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

##### 2. Sign Size

The maximum size of letters shall be eight inches. A logo may extend up to 12 inches tall provided the appropriate border is maintained.

#### v. Banner Signs

##### 1. General

Each business shall be allowed two banner permits per calendar year, and each permit shall be good for a maximum of 30 days. A minimum of 30 days shall be required between each banner permit. Banners shall be kept in good repair and remain firmly anchored or secured.

##### 2. Location and Content

No more than one banner sign shall be permitted across the facade of a building or business or in any other location on a single property. The city, or an agent of the city, may mount banners on street light standards and/or across the street for special events, subject to installation policy and the following regulations:

- a. A banner must display artwork or a message that pertains to the district, a holiday, a welcome, or a special event.
- b. Up to ten percent of the effective area of a banner may contain the words or logos that identify a sponsor of a cultural event or activity.
- c. No more than two banner signs shall be permitted across any one street between two intersecting streets.

vi. Building Identification Sign

Building identification signs shall be considered as projecting signs or wall signs, attached or painted, for purposes of this section, except when historic.

vii. Directory Signs

1. General

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street face is permitted.

2. Type

A directory sign may take the form of an armature sign, ~~pole sign~~, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each.

3. Sign Area

A directory sign may contain four square feet, with an additional one-and-a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

viii. Hanging Signs

1. Location

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb.

2. Sign Area

No hanging sign area shall exceed six square feet in area per face.

ix. Marquee Signs

1. General

Marquee signs shall be permitted only on a theater or performance hall. Only one marquee sign shall be allowed for each building containing a theater or performance hall.

2. Lighting

A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting.

3. Sign Area

The sign area of a marquee sign on a facility with a seating capacity of 750 or less may not exceed 100 square feet in area, including all sign faces. The sign area of a marquee sign on a facility with a seating capacity of more than 750 may not exceed 200 square feet.

4. Sign Size

Marquee signs must not exceed six feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

x. Municipally-owned Signs

Municipally-owned signs shall be regulated by Subsection 3.1603.

xi. Mural Signs

Mural signs shall be regulated by Subsection 3.1603. ~~In Area A of this district, m~~ Murals shall be attached rather than painted directly onto an exterior wall.

xii. Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

~~xiii. Pole Signs~~

~~1. General~~

~~Pole signs in the Downtown Sign District shall be constructed of two uprights with the sign face placed between the uprights.~~

~~2. Sign \_\_\_\_\_ Area~~

~~The sign area of any one face shall not exceed 16 square feet in area. The sign area of a pole sign shall not comprise more than 70% of the entire sign structure.~~

### ~~3. Sign Size~~

~~The maximum height of a pole sign structure shall be six feet. The maximum width shall be six feet.~~

### ~~4. Location~~

~~A pole sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.~~

## xiv. Projecting Signs

### 1. General

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached

### 2. Sign Area and Structure Size

A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

## xv. Wall Signs - Attached

### 1. General

An attached wall sign must be mounted parallel to the wall surface and may not extend above the wall to which it is attached. Attached wall signs may not project more than six inches from the wall surface.

### 2. Sign Area and Structure Size

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign structure shall not exceed half the width of the business's linear frontage. The maximum height of the

sign structure shall not exceed one-third of the total height of the wall to which it is attached.

3. Wall Signs Used for Building Identification Purposes

The sign area for an attached wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign structure shall not exceed half the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

xvi. Wall Signs - Painted

General

~~In Area A of the district, only existing historic, painted signs shall be allowed. They may be maintained and refurbished, but the message may not change. Painted wall signs shall be allowed in Area B of the district.~~

1. Sign Area

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign shall not exceed half the width of the business's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

2. Wall Signs Used for Building Identification Purposes

The sign area for a painted wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign shall not exceed half the width of the building's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

xvii. Window Signs

1. General

Window signs shall only be permitted on the ground floor of a building.

2. Sign Area
  - a. No window sign or signs shall cover more than 25% of any individual window.
  - b. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign.
  - c. Window sign area shall not exceed 40 square feet on any facade.
3. Signs may be applied to, attached to, or located within 12 inches of a window on the interior of the establishment.

xviii. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 2.821 (5)(a)(i).

**Section 2.800 - District Charts**

Subsection 2.829 UMU - Urban Mixed-Use

15. Additional Requirements and Restrictions

- a. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access.
- b. The second building constructed and all subsequent buildings may not be further than 150 feet from another building.
- c. The regulations, specifications, and design standards for signs contained in Subsection 2.821 (BG - Downtown Business/Government) ~~Subsection 3.1605 (Downtown Sign District) Area A~~ shall apply unless otherwise specified in this ordinance or in the adopted development plan.

**FOR CITY COUNCIL MEETING OF:** July 28, 2014 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

ST/dc

CITY OF PLANO

PLANNING & ZONING COMMISSION

June 16, 2014

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2014-12

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to modify Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance to consider various amendments to the Downtown Sign District. Tabled May 19, 2014 and June 2, 2014.

**REMARKS:**

This item was tabled at the June 2, 2014 Planning & Zoning Commission meeting. It must be removed from the table.

The Downtown Sign District provides regulations for signage to ensure consistency with the historic, urban, pedestrian-oriented nature of the Downtown Business/Government (BG) zoning district. The BG district continues to attract the interest of the development community and is intended to serve as a pedestrian-oriented center for retail, office, governmental, cultural, entertainment, and residential uses. Design standards, allowable uses, and other development standards of the district have been amended over time to accommodate various opportunities.

Currently, the Downtown Sign District has two areas, A and B, which have different sign standards. Area A governs the "core" of the district which contains a pedestrian oriented form of development, while Area B covers areas outside the core which have historically contained more auto oriented forms of development. As the core of the BG district expands, staff believes it is appropriate to review the signage regulations of the Downtown Sign District and consider consolidating Areas A and B in order to standardize the signage regulations within the overall BG zoning district.

Recently, new urban development has occurred within the BG district, but outside the Area A “core,” which has caused compatibility issues in regards to signage within the district. As an example, the Junction 15 multifamily development is currently under construction on 15th Street. Under today’s standards, this site is located in Area B, and is prohibited from using projecting signs which are typical with pedestrian-oriented development. This is an early indication of possible signage incompatibility issues which may occur as the pedestrian-oriented urban core expands.

### Primary Impacts

Allowances for several types of signs will be impacted by consolidating the sign standards. Staff is proposing that the allowance for pole signs be removed, and that all other signage previously permitted either in Area A or Area B be allowed anywhere within the BG zoning district. Signs which will be allowed anywhere in the BG district include A-frame/sandwich board signs, armature signs, awning signs, banner signs, directory signs, hanging signs, institution signs, marquee signs, municipally-owned signs, mural signs, onsite directional signs, projecting signs, wall signs, and window signs.

### Pole Signs

Section 3.1600 (Sign Regulations) defines a pole sign as “any sign, which is erected on a vertical framework consisting of one or more uprights supported by the ground.” Currently, pole signs are allowed in Area B, but prohibited within Area A of the Downtown Sign District due to the nature of the urban core. As the core area expands, the allowance of additional pole signs should be prohibited as these signs may be considered inconsistent with pedestrian-oriented developments.

Disallowing pole signs will make four existing pole signs become nonconforming signs. The Downtown Sign District was created in 2000, and there are currently 15 existing pole signs within the District. Four of the signs conform to the existing regulations. Eleven of the signs are currently nonconforming as they do not comply with the maximum height limit of six feet. Ten of the signs are currently nonconforming because they do not meet the requirement of being constructed of two uprights with the sign face placed between the uprights.

In the event the nonconforming signs are destroyed, they would not be able to rebuild to their existing form and would have to be constructed to meet current sign regulations. Traditional, auto-oriented buildings may utilize other types of signage, such as armature signs, if an event occurs where an existing pole sign is removed. Currently, pole signs and armature signs have nearly identical size and location regulations:

	<b>Pole Sign</b>	<b>Armature Sign</b>
<b>Sign Area</b>	16 square feet	16 square feet
<b>Maximum Sign Height</b>	6 feet	6 feet
<b>Maximum Sign Width</b>	6 feet	4 feet
<b>Location</b>	Minimum 6 feet from the curb	Minimum 6 feet from the curb

Since these regulations are so similar, staff believes the removal of the allowance for pole signs will have a minimal effect on advertising opportunities for auto-oriented properties. Over time, staff believes the removal of existing pole signs will help improve the unique, historic aesthetic of downtown Plano.

### Nonconforming Signs

Subsection 3.1604 (General) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) contains regulations regarding nonconforming signs. Nonconforming signs may continue to be utilized as long as the occupant within the structure remains the same. They can be refinished or repainted but may not be modified from the original structure. If a nonconforming sign is destroyed, it may not be rebuilt. In the case of partial destruction of a nonconforming sign not exceeding 75% of its reasonable value, reconstruction will be permitted, but the size or function of the nonconforming sign cannot be expanded. Further, if a nonconforming sign is unused for a period of six months, then the sign is considered permanently abandoned and the city can request that it be removed. These nonconforming regulations apply to all signs within the City of Plano and are based on standards for nonconforming uses of structures in Section 2.700 (Nonconforming Uses and Structures). If the Planning and Zoning Commission wishes to amend the standards for nonconforming signs, staff recommends that the Commission request a call for a public hearing to make changes to the ordinance.

### Other Modifications

In addition to removing the allowance for pole signs, staff is proposing other modifications in order to clean up and standardize the regulations. These updates include removing the descriptions and references to the sub-areas, updating the table of permitted signs, and cleaning up references to the Downtown Sign District throughout the Zoning Ordinance. Staff is also proposing to modify and relocate the signage standards from Subsection 3.1605 (Downtown Sign District) to Subsection 2.821 (BG - Downtown Business/Government).

### Incentives Program

At the June 2, 2014 meeting, the Commission directed staff to examine creating an incentives program which would encourage property owners to remove nonconforming pole signs. The construction of a new, six-foot pole sign under the current Downtown Sign District standards would cost a property owner approximately \$1,500, not including costs for demolition. If an incentives program were to be created, staff would have concerns about the city dedicating funds and staff to create, promote, and manage a program which would have an impact on so few properties. Additionally, if a program were to be created, consideration should be made to allow all properties to participate within the city, not just those within downtown Plano. For these reasons, staff does not recommend creating an incentive program for this purpose at this time.

### Grandfathering Signs

Another issue that the Commission directed staff to consider was allowing nonconforming pole signs to remain and be reconstructed. The city has standards for nonconforming signs, uses and structures, and there are rare instances where additional nonconforming language exists in the Zoning Ordinance. In those instances, language has typically been restricted to certain uses and functions of a property which have been approved prior to a zoning change. An example would be the language located within the Research/Technology (RT) zoning district which allows warehouse uses with a valid site plan approved prior to the initial zoning of RT to be exempt from certain requirements specified by the zoning district. If the Commission wanted to include similar language for pole signs in the BG district, the language could be structured as such:

“Existing pole signs with a valid sign permit approved prior to November 13, 2000 are exempt from the above requirements. If these signs are destroyed, or partially destroyed, they may be reconstructed but not expanded.”

Staff has several concerns about creating this language and believes it is important to maintain the current nonconforming regulations and not exempt pole signs for this purpose. Sign standards and aesthetics change over time. The city should retain the authority to require property owners to reconstruct signs, in the event they are destroyed, which meet current sign regulations. Including these standards would create an additional property right where one currently does not exist. Furthermore, staff is concerned about creating nonconforming sign rights for a few property owners based upon one type of sign located in one area of the city. If the Commission believes this issue is important to consider, the Commission could consider a general change to the sign regulations which would apply to all properties for all types of signs within the city; however, this is not recommended.

## RECOMMENDATION:

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

### Section 3.1600 - Sign Regulations

Subsection 3.1602 - Definitions

~~Downtown Sign District—The area described in Subsection 3.1605.~~

Subsection 3.1604 (General)

Overlay Districts/Planned Developments/Heritage Resource District/ ~~Downtown Sign District~~

Signs within an overlay district, planned development, or Heritage Resource District, ~~or Downtown Sign District~~ shall be regulated by the ordinance regulating signs located within the relevant district.

Subsection 3.1605 (Downtown Sign District)

This section was deleted in its entirety. Refer to Subsection 2.821 (BG-Downtown Business/Government).

Subsection 2.821 (BG - Downtown Business/Government)

## 6. Sign Regulations

### 4a. Purpose

The purpose of this section is to regulate the construction of new signs and alterations made to existing signs to ensure consistency with the historic, urban, pedestrian-oriented nature of this district, and the dense, compact development absent in other areas of the city. The objective of this section is to ensure (1) that new signage is appropriate to the architectural design of the building and the district and (2) that signs do not visually obscure significant architectural features of a building or the district in general.

~~The Downtown Sign District encompasses all properties that are zoned Downtown Business/Government. The Downtown Sign District is further classified into two areas—Area A and Area B. The boundary of Area A is defined below. Area B consists of all properties within the Downtown Business/Government zoning that are not within the boundary of Area A.~~

### 2. Area A Boundary Description

~~BEING a 17.86 acre tract of land situated in Collin County, Texas, and being more particularly described as follows:~~

~~BEGINNING at the intersection of centerline of Municipal Avenue (variable R-O-W) with the centerline of 15th Street (variable R-O-W) to a point for a corner;~~

~~THENCE continuing west along said 15th Street centerline to a point for a corner at the intersection of 15th Street and the centerline of K Avenue (variable R-O-W);~~

~~THENCE continuing north along said K Avenue centerline to a point for a corner at the intersection of K Avenue and the centerline of 16th Street (variable R-O-W);~~

~~THENCE continuing along said 16th Street centerline to a point for a corner at the intersection of 16th Street and the centerline of the Dallas Area Rapid Transit (DART) R-O-W (variable R-O-W) located in Tract 68 of the Sanford Beck Survey, City of Plano, Collin County, Texas;~~

~~THENCE continuing south a distance of 1,125 feet along said DART R-O-W to a point for a corner intersecting the centerline of 14th Street (variable R-O-W);~~

~~THENCE continuing east following along said 14th Street centerline to a point for a corner at the intersection of 14th Street and the centerline of Municipal Avenue;~~

~~THENCE continuing north along said Municipal Avenue centerline back to the PLACE OF BEGINNING and containing 17.86 (777,982 square feet) acres of land.~~

b. General Provisions

i. Issuance of Sign Permit

Signs shall conform to the criteria in this section and to appropriate city codes prior to issuance of a sign permit.

~~Conflict between Sections~~

~~Where there is a conflict between sections of this ordinance, this section shall govern in this district.~~

ii. Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not

obscure any architectural accent, pattern, or object on the original structure.

iii. Sign Materials

Sign finish materials shall be one of the following:

1. Metal, painted or enameled.
2. Cold cathode tube (neon).
3. Carved relief in stone or cast stone.
4. Wood or carved wood which is painted or sealed.
5. The use of plastic on the exterior of a sign is prohibited, except on a marquee and institution signs.

iv. Lighting of Signs

1. All electrical shall comply with the currently adopted version of the National Electrical Code.
2. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
3. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)
4. No sign, except a marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

v. Historic Signs

Historic signs shall not be calculated in the number or area of allowed signs for the purposes of this ordinance. They shall not be considered nonconforming unless deemed noncontributing through the Certificate of Appropriateness process.

vi. Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the

sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

vii. Community Special Events

City Council or the City Manager may authorize signs to advertise patriotic, special events, or special projects of general public interest ~~taking place within the boundaries of the Downtown Sign District.~~

viii. Encroachment onto Public Right-of-Way

Any sign that is located upon or overhangs a public right-of-way shall be governed by a franchise agreement with the City of Plano.

ix. Special Event Signage

Special event signage shall be reviewed as part of the overall Special Event Permit as set out in the Code of Ordinances, City of Plano.

c. Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted, and parking information shall not require a sign permit.

d. Signs Allowed/Prohibited

i. Allowed Signs

The following signs shall be allowed:

1. All signs specifically permitted in this section.
2. Development or construction signs.
3. Real estate signs.

ii. Prohibited Signs

The following signs are prohibited ~~in the Downtown Sign District:~~

1. Any sign not specifically permitted by this section is prohibited.

2. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in ~~3.1605~~this section.
3. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

**Table of Permitted Signs**

<b>Signs Permitted in Each Sub-Area of the Downtown Sign District</b>		
<b>Sign Type</b>	<b>Area A</b>	<b>Area B</b>
A-frame/Sandwich Board Sign	X	X
Armature Sign		X
Awning Sign	X	X
Banner Sign	X	X
Directory Sign	X	X
Hanging Sign	X	X
Institution Sign ( <i>ZC 2011-26; Ordinance 2011-11-7</i> )		X
Marquee Sign	X	X
Pole Sign		X
Municipally-owned Sign	X	X
Mural Sign	X	X
Onsite Directional Sign	X	X
Projecting Sign	X	

Wall Sign - Attached	X	X
Window Sign	X	
(X = Permitted)		

e. Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Banner Sign
5. Directory Sign
6. Hanging Sign
7. Institution Sign
8. Marquee Sign
9. Municipally-owned Sign
10. Mural Sign
11. Onsite Directional Sign
12. Projecting Sign
13. Wall Sign - Attached
14. Window Sign

f. Sign Standards

i. General

~~Each business within Area A with direct ground floor access is permitted one hanging sign and one awning or wall sign per street frontage.~~

~~Each business with direct first floor access within Area B is permitted one hanging, awning, or wall sign and one pole or armature sign per street frontage.~~

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.

2. Each building is permitted one building identification sign.

ii. A-frame/Sandwich Board Signs

1. General

No more than one a-frame or sandwich board sign per

business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements.

2. Sign Area and Size

No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

iii. Armature Signs

1. Sign Area

The sign area of any one face shall not exceed 16 square feet in area. The sign area of an armature sign shall not comprise more than 70% of the entire sign structure.

2. Sign Size

The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet.

3. Location

An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

iv. Awning Signs

1. Sign Location

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

2. Sign Size

The maximum size of letters shall be eight inches. A logo may extend up to 12 inches tall provided the appropriate border is maintained.

v. Banner Signs

1. General

Each business shall be allowed two banner permits per calendar year, and each permit shall be good for a maximum of 30 days. A minimum of 30 days shall be required between each banner permit. Banners shall be kept in good repair and remain firmly anchored or secured.

2. Location and Content

No more than one banner sign shall be permitted across the facade of a building or business or in any other location on a single property. The city, or an agent of the city, may mount banners on street light standards and/or across the street for special events, subject to installation policy and the following regulations:

- a. A banner must display artwork or a message that pertains to the district, a holiday, a welcome, or a special event.
- b. Up to ten percent of the effective area of a banner may contain the words or logos that identify a sponsor of a cultural event or activity.
- c. No more than two banner signs shall be permitted across any one street between two intersecting streets.

vi. Building Identification Sign

Building identification signs shall be considered as projecting signs or wall signs, attached or painted, for purposes of this section, except when historic.

vii. Directory Signs

1. General

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street face is permitted.

2. Type

A directory sign may take the form of an armature sign, ~~pole sign~~, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each.

3. Sign Area

A directory sign may contain four square feet, with an additional one-and-a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

viii. Hanging Signs

1. Location

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb.

2. Sign Area

No hanging sign area shall exceed six square feet in area per face.

ix. Marquee Signs

1. General

Marquee signs shall be permitted only on a theater or performance hall. Only one marquee sign shall be allowed for each building containing a theater or performance hall.

2. Lighting

A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting.

3. Sign Area

The sign area of a marquee sign on a facility with a seating capacity of 750 or less may not exceed 100 square feet in area, including all sign faces. The sign area of a marquee sign on a facility with a seating capacity of more than 750 may not exceed 200 square feet.

4. Sign Size

Marquee signs must not exceed six feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

x. Municipally-owned Signs

Municipally-owned signs shall be regulated by Subsection 3.1603.

xi. Mural Signs

Mural signs shall be regulated by Subsection 3.1603. ~~In Area A of this district, m~~Murals shall be attached rather than painted directly onto an exterior wall.

xii. Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

~~xiii. Pole Signs~~

~~1. General~~

~~Pole signs in the Downtown Sign District shall be constructed of two uprights with the sign face placed between the uprights.~~

~~2. Sign Area~~

~~The sign area of any one face shall not exceed 16 square feet in area. The sign area of a pole sign shall not comprise more than 70% of the entire sign structure.~~

~~3. Sign Size~~

~~The maximum height of a pole sign structure shall be six feet. The maximum width shall be six feet.~~

~~4. Location~~

~~A pole sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.~~

xiv. Projecting Signs

1. General

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached

2. Sign Area and Structure Size

A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

xv. Wall Signs - Attached

1. General

An attached wall sign must be mounted parallel to the wall surface and may not extend above the wall to which it is attached. Attached wall signs may not project more than six inches from the wall surface.

2. Sign Area and Structure Size

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign structure shall not exceed half the width of the business's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

3. Wall Signs Used for Building Identification Purposes

The sign area for an attached wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign structure shall not exceed

half the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

xvi. Wall Signs - Painted

General

~~In Area A of the district, only existing historic, painted signs shall be allowed. They may be maintained and refurbished, but the message may not change. Painted wall signs shall be allowed in Area B of the district.~~

1. Sign Area

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign shall not exceed half the width of the business's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

2. Wall Signs Used for Building Identification Purposes

The sign area for a painted wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign shall not exceed half the width of the building's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

xvii. Window Signs

1. General

Window signs shall only be permitted on the ground floor of a building.

2. Sign Area

- a. No window sign or signs shall cover more than 25% of any individual window.
- b. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign.
- c. Window sign area shall not exceed 40 square feet on any facade.

3. Signs may be applied to, attached to, or located within 12 inches of a window on the interior of the establishment.

xviii. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 2.821 (5)(a)(i).

**Section 2.800 - District Charts**

Subsection 2.829 UMU - Urban Mixed-Use

15. Additional Requirements and Restrictions

- a. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access.
- b. The second building constructed and all subsequent buildings may not be further than 150 feet from another building.
- c. The regulations, specifications, and design standards for signs contained in Subsection 2.821 (BG - Downtown Business/Government) ~~Subsection 3.1605 (Downtown Sign District) Area A~~ shall apply unless otherwise specified in this ordinance or in the adopted development plan.

## Zoning Case 2014-12

An Ordinance of the City of Plano, Texas, amending Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsection 2.821 (BG-Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to consider various amendments to the Downtown Sign District; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability 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 28th day of July, 2014, for the purpose of considering a change in the Zoning Ordinance; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of July, 2014; and

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

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

**Section I.** Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to delete the Downtown Sign District definition, such section to read in its entirety as follows:

## Section 3.1600 (Sign Regulations)

### Subsection 3.1602 - Definitions

Term	Definition
Awning	An architectural projection, which provides weather protection, identity, and decoration and is supported by the building to which it is attached. It is composed of a lightweight, rigid, or retractable skeleton structure over which a thin cover of fabric or other materials is attached and may be illuminated.
Dilapidated or Deteriorated Condition - Any sign	Where elements of the surface or background have portions of the finished material missing, broken, or otherwise existing such that they are illegible.
	Where the structural support or frame members are visibly bent, broken, dented, or torn.
	Where the panel is visibly cracked or, in the case of wood and similar products, splintered in such a way as to constitute an unsightly or harmful condition.
	Where the sign or its elements are twisted, leaning, or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support).
	Where the message or wording can no longer be clearly read.
	Where the sign or its elements are not in compliance with the requirements of the current Electrical Code and/or the Building Code of the City of Plano.
Erect	To build, construct, attach, hang, place, suspend, affix, or paint a sign(s) on the exterior surface of a building or structure.
Face	The surface of the sign upon, against, or through which the message is displayed or illustrated.

<p>Gross Surface Area of a Sign</p>	<p>The actual area of the face of the sign, unless the sign is not of a regular (square, rectangle, triangle, circle) shape. In the case of an irregular-shaped sign, the gross surface area shall be calculated by enclosing the extreme limits of the sign by no more than four contiguous rectangles. The sum of the areas of these rectangles shall be the gross surface area. However, for each rectangle over one, the maximum allowed square footage shall be reduced by ten percent.</p> <p>One rectangle - no reduction</p> <p>Two rectangles - ten percent reduction</p> <p>Three rectangles - 20% reduction</p> <p>Four rectangles - 30% reduction</p> <p>In the event two or more signs share a single structure, each sign or panel may be considered separately for square footage purposes, except that the combined footage of such signs cannot exceed the total square footage allowed for the sign.</p> <p>In the case of a monument sign, square footage shall be measured by the overall height and width of the sign, including the base.</p> <p>In the case of a pole sign, up to eight inches is allowed to be deducted for actual support columns.</p>
<p>Illuminated Sign</p>	<p>Any sign which has characters, letters, figures, or designs illuminated by electric lights, luminous tubes, or other means that are specifically placed to draw attention to, to light up, or to provide nighttime viewing of the subject matter on the sign face.</p>
<p>Logo</p>	<p>Any design or insignia of a company or product which is commonly used in advertising to identify that company or product.</p>
<p>Multitenant Commercial Development</p>	<p>A building or group of buildings including, but not limited to, shopping centers and office centers, constructed and managed as a total entity with customer and employee parking provided onsite.</p>
<p>Noncombustible Material</p>	<p>Any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature.</p>
<p>Nonstructural Trim</p>	<p>The retainer, battens, cappings, nailing strips, laticing, and platforms which are attached to a sign structure.</p>

Person	Includes any individual, corporation, partnership, association, sole proprietorship, or other business entity.
Roof	Any exterior surface of a structure that has a slope of less than 60 degrees shall also include the topmost portion of any structure.
Searchlight	An apparatus capable of projecting a beam or beams of light in excess of 2M peak candlepower of 250,000 lumen.
Sight Visibility Triangle	Where one street intersects with another, the triangular area formed by extending two curb lines a distance of 45 feet from their point of intersection and connecting these points with an imaginary line, thereby making a triangle. If there are no curbs existing, the triangular area shall be formed by extending the property lines a distance of 30 feet from their point of intersection and connecting these points with an imaginary line, thereby making a triangle. Where a street intersects with an alley or driveway, the 'sight visibility triangle' is the triangular area formed by measuring eight feet to a point along the property lines and adjoining said points to form the hypotenuse of the triangle.
Sign	Any device conveying either commercial or noncommercial messages or both commercial and noncommercial messages for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public but not including any lawful display of merchandise. The term 'sign' shall also mean and include any display of one or more of the following:
	Any letter, numeral, figure, emblem, picture, outline, character, spectacle delineation, announcement, trademark, or logo.
	Multicolored bands, stripes, patterns, outlines, or delineations displayed for the purpose of commercial identification.
	Anything specified above in part or in combination by any means whereby the same are made visible from beyond the boundaries of the lot or parcel of property on which the same are displayed for the purpose of attracting attention outdoors to make anything known.
Sign - Abandoned	A sign that identifies a business, tenant, service, owner, product, event, or activity which no longer exists in the advertised location, or pertains to a time, event, or purpose which no longer applies. (ZC 13-21; Ordinance No. 2014-1-9)

Sign - A-frame/Sandwich Board	A self-supporting A-shaped sign with two visible sides that is situated on or adjacent to a sidewalk.
Sign - Agricultural	Any sign identifying the farm or ranch on which it is placed and advertising the produce, crops, animals, or poultry raised or quartered thereon.
Sign - Apartment	Any sign identifying a multifamily dwelling as defined herein including, but not limited to, apartment buildings, apartment complexes, and retirement complexes.
Sign - Armature	A freestanding sign that hangs below an arm extending horizontally from a vertical support planted in the ground.
Sign - Awning	Any awning containing signage used to identify a business, profession, service, product, or activity conducted, sold, or offered on the premises where such sign is located.
Sign - Billboard	Any pole sign, as that term is defined in this ordinance, having a face exceeding 100 square feet, and which promotes or advertises commodities or services available at a location other than where the sign is located and shall include those signs whose message space is available for lease, rent, or hire.
Sign - Building Identification	A sign which identifies the name of a building. It is generally centered near the top of the building wall or parapet. ( <i>ZC 2000-74; Ordinance No. 2000-11-23</i> )
Sign - Canopy	Any sign erected on top of or flush against the face of a canopy. ( <i>ZC 13-21; Ordinance No. 2014-1-9</i> )
Sign - Directional	Any onsite sign to direct the public to entrances, exits, and services relating to the property.
Sign - Directory	Any sign listing occupants within shopping centers, industrial sites, retail districts, office districts, and commercial sites.
Sign - Electronic	A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. ( <i>ZC 33-21; Ordinance No. 2014-1-9</i> )
Sign - Freestanding	An onsite sign or three-dimensional representation of a figure or object not attached to any building, supported by uprights, braces, or some other approved support, which is capable of withstanding the stress from weight and wind load.
Sign - General Business	Any sign used to identify a business, profession, service, product, or activity conducted, sold, or offered on the premises where such sign is located.

Sign - Hanging	A sign that is suspended from the underside of an awning, canopy, or floor overhang. (ZC 2000-74; Ordinance No. 2000-11-23)
Sign - Historic	A sign that is 40 years old or older, is itself of historic significance, or contributes to the historic fabric of the area, including signs that are historically linked with the operation of the business (i.e. a barber pole). (ZC 2000-74; Ordinance No. 2000-11-23)
Sign - Identification	Any onsite sign which is used to identify shopping centers, industrial sites, retail districts, and commercial sites.
Sign - Incidental	Any sign containing information incidental to the operation of the business, such as, but not limited to, hours of operation, accepted credit cards, and parking information.
Sign - Institution	Any sign used to identify schools, religious facilities, hospitals, childcare facilities, and similar public or quasi-public institutions. (ZC 2010-06; Ordinance No. 2010-8-7)
Sign - Light Pole Banner	A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use. (ZC 2009-04; Ordinance No. 2009-5-15)
Sign - Marquee	A sign attached to, applied on, or supported by a marquee. A marquee is a permanent canopy projecting over the main entrance of a building.
Sign - Menu Board	Any onsite sign displaying the items offered at a drive-in or drive-through restaurant.
Sign - Monument	Any sign mounted to a solid base support at ground level.
Sign - Multipurpose	Any identification sign combined with either of the following:
	A directory sign.
	A reader board sign.

Sign - Municipal Marketing	A sign located on city property that is permitted pursuant to a Marketing Partnership Agreement between the City of Plano and a sponsor, donor, or partner pursuant to the City of Plano Marketing Partnership Policy, Section 140.000 of the City of Plano Policies and Procedures as the same may be amended from time to time. Municipal marketing signs shall comply with Subsection 3.1603 (Design and Construction Specifications). (ZC 2011-38; Ordinance No. 2012-1-3)
Sign - Multistory Office Wall	Any sign on a building with two or more stories for office use in which the tenant has no direct outside entrance from the tenant space. (ZC 2006-06; Ordinance No. 2006-9-16)
Sign - Municipally-owned	Any sign that identifies a park, entrance to the city, place of interest within the city, any city-sponsored event, or any municipally-owned facility. A municipally-owned sign does not include traffic or street identification signs.
Sign - Mural	A picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business entity. (ZC 2009-04; Ordinance No. 2009-5-15)
Sign - Noncommercial	Any sign used for a noncommercial purpose.
Sign - Obsolete	Any sign which no longer serves a bona fide use or purpose.
Sign - Occupational	Any sign denoting the name and profession of an occupant in a commercial building or public institutional building.
Sign - Pole	Any sign, which is erected on a vertical framework consisting of one or more uprights supported by the ground.
Sign - Projecting	Any sign, except an awning, which projects perpendicularly from a building and which has one end attached to a building or other permanent structure.
Sign - Reader Board/Electronic Message Center	A variable message sign that utilizes computer/generated messages or some other electronic means of changing copy. (ZC 2009-04; Ordinance No. 2009-5-15)
Sign - Retaining Wall	Any onsite sign attached to a retaining wall. (ZC 2013-12; Ordinance No. 2013-8-16)
Sign - Roof	Any sign erected upon or above a roof of a building or structure.
Sign - Sandwich Board	See Sign, A-frame.
Sign - Special Event	Signage allowed in conjunction with a Special Event Permit.

Sign - Subdivision Entry	Any onsite freestanding sign identifying a residential subdivision.
Sign - Subdivision Wall Plaque	Any onsite sign attached to an approved masonry screening wall or entry feature in a subdivision.
Sign - Temporary	Any sign used to display information relating to a land use or event of limited duration which is not rigidly and permanently installed in the ground or attached to a building. Temporary signs are regulated by Article XII, Chapter 6, of the City of Plano Code of Ordinances.
Sign - Unified-lot	Any sign located on a premise consisting of two or more contiguous lots that the owner(s) has agreed to treat as one lot for the limited purpose of providing shared signage. <i>(ZC 2010-17; Ordinance No. 2010-11-5)</i>
Sign - V-shape	Any freestanding sign constructed of two panels in the form of a V, when seen from above, with a maximum angle between the panels of 45 degrees.
Sign - Wall	Any sign, erected flush against an exterior wall, supported by the wall, and having the sign face parallel to the wall or painted directly onto a wall. Neon tubing attached directly to a wall surface shall be considered a 'wall sign' when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, or pictorial designs.
Sign - Window	Any sign, banner, poster, or display located on the internal or external surface of the window of any establishment for the purpose of advertising services, products, or sales available within such establishment or which announces the opening of such establishment.
Sign Setback	The horizontal distance between a sign and the front or side property line, as measured from that part of the sign, including its extremities and supports nearest to any point on any imaginary vertical plane projecting vertically from the front or side property line.
Vehicle Service Canopy	A covered structure which shelters a vehicle service use (such as a gas pump island or car wash) and is supported by either one or more columns or by the building to which it is an accessory and is open on two or more sides.
Wall	Any exterior surface of a structure that has a slope of 60 degrees or more.

**Section II.** Subsection 3.1604 (General) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to delete references to the Downtown Sign District, such portion of subsection to read as follows:

Subsection 3.1604 (General)

1. Overlay Districts/Planned Developments/Heritage Resource District

Signs within an overlay district, planned development, or Heritage Resource District shall be regulated by the ordinance regulating signs located within the relevant district.

**Section III.** Subsection 3.1605 (Downtown Sign District) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to delete the Downtown Sign District sign regulations, such subsection to read as follows:

Subsection 3.1605 (Downtown Sign District)

This section was deleted in its entirety. Refer to Subsection 2.821 (BG-Downtown Business/Government).

**Section IV.** Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to amend the Downtown Business/Government zoning district, such portion of subsection to read as follows:

Section 2.800 (District Charts)

Subsection 2.821 (BG - Downtown Business/Government)

6. Sign Regulations

a. Purpose

The purpose of this section is to regulate the construction of new signs and alterations made to existing signs to ensure consistency with the historic, urban, pedestrian-oriented nature of this district, and the dense, compact development absent in other areas of the city. The objective of this section is to ensure (1) that new signage is appropriate to the architectural design of the building and the district and (2) that signs do not visually obscure significant architectural features of a building or the district in general.

b. General Provisions

i. Issuance of Sign Permit

Signs shall conform to the criteria in this section and to appropriate city codes prior to issuance of a sign permit.

ii. Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not obscure any architectural accent, pattern, or object on the original structure.

iii. Sign Materials

Sign finish materials shall be one of the following:

1. Metal, painted or enameled.
2. Cold cathode tube (neon).
3. Carved relief in stone or cast stone.
4. Wood or carved wood which is painted or sealed.
5. The use of plastic on the exterior of a sign is prohibited, except on a marquee and institution signs.

iv. Lighting of Signs

1. All electrical shall comply with the currently adopted version of the National Electrical Code.
2. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
3. No illuminated sign may contain flashing or moving elements or change its brightness. (Exception: historic signs.)
4. No sign, except a marquee and institution signs, may be illuminated by fluorescent or back lighting. Institution signs with a reader board/electronic message center shall be illuminated in accordance with 3.1603(7). (Exception: historic signs.)

v. Historic Signs

Historic signs shall not be calculated in the number or area of allowed signs for the purposes of this ordinance. They shall not be considered nonconforming unless deemed noncontributing through the Certificate of Appropriateness process.

vi. Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

vii. Community Special Events

City Council or the City Manager may authorize signs to advertise patriotic, special events, or special projects of general public interest.

viii. Encroachment onto Public Right-of-Way

Any sign that is located upon or overhangs a public right-of-way shall be governed by a franchise agreement with the City of Plano.

ix. Special Event Signage

Special event signage shall be reviewed as part of the overall Special Event Permit as set out in the Code of Ordinances, City of Plano.

c. Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted, and parking information shall not require a sign permit.

d. Signs Allowed/Prohibited

i. Allowed Signs

The following signs shall be allowed:

1. All signs specifically permitted in this section.
2. Development or construction signs.
3. Real estate signs.

ii. Prohibited Signs

The following signs are prohibited:

1. Any sign not specifically permitted by this section is prohibited.
2. Any sign that flashes, blinks, revolves, or is put into motion by the atmosphere will not be permitted unless otherwise allowed in this section.
3. Portable signs, except for a-frame or sandwich board signs, will not be permitted.

e. Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Banner Sign
5. Directory Sign
6. Hanging Sign
7. Institution Sign
8. Marquee Sign
9. Municipally-owned Sign
10. Mural Sign
11. Onsite Directional Sign
12. Projecting Sign
13. Wall Sign - Attached
14. Window Sign

f. Sign Standards

i. General

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.
2. Each building is permitted one building identification sign.

ii. A-frame/Sandwich Board Signs

1. General

No more than one a-frame or sandwich board sign per business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements.

2. Sign Area and Size

No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

iii. Armature Signs

1. Sign Area

The sign area of any one face shall not exceed 16 square feet in area. The sign area of an armature sign shall not comprise more than 70% of the entire sign structure.

2. Sign Size

The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet.

3. Location

An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

iv. Awning Signs

1. Sign Location

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

## 2. Sign Size

The maximum size of letters shall be eight inches. A logo may extend up to 12 inches tall provided the appropriate border is maintained.

## v. Banner Signs

### 1. General

Each business shall be allowed two banner permits per calendar year, and each permit shall be good for a maximum of 30 days. A minimum of 30 days shall be required between each banner permit. Banners shall be kept in good repair and remain firmly anchored or secured.

### 2. Location and Content

No more than one banner sign shall be permitted across the facade of a building or business or in any other location on a single property. The city, or an agent of the city, may mount banners on street light standards and/or across the street for special events, subject to installation policy and the following regulations:

- a. A banner must display artwork or a message that pertains to the district, a holiday, a welcome, or a special event.
- b. Up to ten percent of the effective area of a banner may contain the words or logos that identify a sponsor of a cultural event or activity.
- c. No more than two banner signs shall be permitted across any one street between two intersecting streets.

## vi. Building Identification Sign

Building identification signs shall be considered as projecting signs or wall signs, attached or painted, for purposes of this section, except when historic.

vii. Directory Signs

1. General

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street face is permitted.

2. Type

A directory sign may take the form of an armature sign, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each.

3. Sign Area

A directory sign may contain four square feet, with an additional one-and-a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

viii. Hanging Signs

1. Location

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb.

2. Sign Area

No hanging sign area shall exceed six square feet in area per face.

ix. Marquee Signs

1. General

Marquee signs shall be permitted only on a theater or performance hall. Only one marquee sign shall be allowed for each building containing a theater or performance hall.

2. Lighting

A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting.

### 3. Sign Area

The sign area of a marquee sign on a facility with a seating capacity of 750 or less may not exceed 100 square feet in area, including all sign faces. The sign area of a marquee sign on a facility with a seating capacity of more than 750 may not exceed 200 square feet.

### 4. Sign Size

Marquee signs must not exceed six feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

#### x. Municipally-owned Signs

Municipally-owned signs shall be regulated by Subsection 3.1603.

#### xi. Mural Signs

Mural signs shall be regulated by Subsection 3.1603. Murals shall be attached rather than painted directly onto an exterior wall.

#### xii. Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

#### xiii. Projecting Signs

##### 1. General

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached

##### 2. Sign Area and Structure Size

A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

xiv. Wall Signs - Attached

1. General

An attached wall sign must be mounted parallel to the wall surface and may not extend above the wall to which it is attached. Attached wall signs may not project more than six inches from the wall surface.

2. Sign Area and Structure Size

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign structure shall not exceed half the width of the business's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

3. Wall Signs Used for Building Identification Purposes

The sign area for an attached wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign structure shall not exceed half the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

xv. Wall Signs - Painted

1. Sign Area

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street. The width of the sign shall not exceed half the width of the business's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

2. Wall Signs Used for Building Identification Purposes

The sign area for a painted wall sign used for building identification purposes shall be calculated based on the width of the building's facade to which the sign is attached. The width of the sign shall not exceed half the width of the building's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

xvi. Window Signs

1. General

Window signs shall only be permitted on the ground floor of a building.

2. Sign Area

a. No window sign or signs shall cover more than 25% of any individual window.

b. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign.

c. Window sign area shall not exceed 40 square feet on any facade.

3. Signs may be applied to, attached to, or located within 12 inches of a window on the interior of the establishment.

xvii. Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front along major streets only as defined by Subsection 2.821 (5)(a)(i).

**Section V.** Subsection 2.829 (UMU – Urban Mixed-Use) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to amend the Urban Mixed-Use zoning district, such portion of subsection to read as follows:

Subsection 2.829 (UMU - Urban Mixed-Use)

15. Additional Requirements and Restrictions

- a. A UMU district or a group of buildings within the district may not be walled, fenced, or restricted from general public access.
- b. The second building constructed and all subsequent buildings may not be further than 150 feet from another building.
- c. The regulations, specifications, and design standards for signs contained in Subsection 2.821 (BG - Downtown Business/Government) shall apply unless otherwise specified in this ordinance or in the adopted development plan.

**Section VI.** 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 VII.** The repeal of any ordinance or part of ordinances affectuated 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 VIII.** 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 IX.** 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 X.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 28TH DAY OF JULY, 2014.**

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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