

# CITY COUNCIL

1520 AVENUE K



DATE: 8/8/2016  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Rev. Pam White, Associate Pastor  
St. Andrew United Methodist Church  
PLEDGE OF ALLEGIANCE: Cadette Troop 7299  
Haggard Middle School

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 Plano Police Department is being presented with a banner from Plano Rotary West and North Texas Pioneers Rotary Club.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>DART Board of Directors</u></b> Faye Moses Wilkins</p> <p><b><u>Senior Citizens Advisory Board</u></b> Sonja Baumgarten</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Heritage Commission</u></b> Anthony Ricciardelli</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b> <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) July 25, 2016 July 27, 2016</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) RFP No. 2016-0308-C for a three (3) year contract with one (1), three-year City optional renewal for bandwidth and internet connectivity from Time Warner Cable Enterprises, LLC in the amount of \$207,725; and from Cogent Communications, Inc. in the amount of \$253,720, for Technology Services in the total amount of \$461,445; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2016-0375-B for the Schimelpfenig Library Renovation to Provment, Inc. in the amount of \$299,872; and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p> <p>(d) To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$68,200 for design services for the Rowlett Trail Erosion Control Analysis and Repair, Project No. 6742; and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Change Order</b></p> <p>(e) To Zagros Construction Co. dba Urban Construction Group, increasing the contract by \$154,197 for the Bridge Repairs Phase 2 project, Change Order No. 1. Original Bid No. 2015-248-B.</p> <p><b>Adoption of Resolutions</b></p> <p>(f) To ratify the expenditure of funds through an existing BuyBoard contract in the amount of \$362,246.50 to GT Distributors, Inc.; Galls, LLC; and CMC Government Supply for helmets, plate carriers and rifle-rated hard armor plates for the Police Department; approving the execution of all necessary documents by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	To approve the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14th Street and K Avenue to underground; authorizing its execution by the City Manager; and providing an effective date.	
(h)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) regarding the acquisition of 2016 six-inch orthophotography for the Planning Department; and authorizing the City Manager to execute all necessary documents.	
(i)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Frisco, Texas, for the construction of the Custer Road & SH 121 Intersection Improvements project; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.	
<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)	Public Hearing on the FY 2016-17 Recommended Budget and the FY 2016-17 Proposed Community Investment Program (CIP).	
(2)	Consideration of a Resolution to accept the Certified Appraisal Rolls for Fiscal Year 2016-17.	
(3)	Discussion of the FY 2016-17 Proposed Community Investment Program.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-025 to amend Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to sign regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano</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:		08/08/2016		
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 being presented with a banner from Plano Rotary West and North Texas Pioneers Rotary Club				
<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	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
July 25, 2016**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Mark Israelson, 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, July 25, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; discuss 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 6:16 p.m. in the Senator Florence Shapiro Council Chambers.

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

Building Standards Commission

The Council deferred consideration of reappointments and interim appointment to a future meeting.

Heritage Commission

The Council deferred consideration of reappointments and interim appointments to a future meeting.

### Planning and Zoning Commission

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-0 to appoint Jim Duggan to the interim position.

### **Personnel – Appointments/Reappointments**

#### Library Advisory Board

The Council deferred consideration of the remaining reappointment to a future meeting.

#### Photographic Traffic Signal Advisory Committee

The Council deferred consideration of the remaining reappointment to a future meeting.

#### Senior Citizens Advisory Board

Upon a motion made by Council Member Downs and seconded by Council Member Kelley, the Council voted 7-0 to appoint Sonja Baumgarten and defer consideration of the remaining appointment to a future meeting.

### **Comprehensive Monthly Financial Report – June 2016**

Director of Finance Tacke advised that the June 2016 report finds General Fund revenues as a percentage of the budget are down 2.5 percent compared to last year while Water and Sewer revenues are up 4.9 percent. She stated that actual General Fund revenues are up \$14.7 million, primarily due to an increase in the maintenance and operations portion of the ad valorem taxes and building permit revenue. She advised that General Fund expenditures as a percent of budget are up by 1.2 percent from last year's expenditures and Water and Sewer expenditures are up by 1.3 percent from last year's expenditures. General Fund expenditures are up by \$13.9 million due to a 3% non-civil and civil service pay increase and an increase in staffing. She advised that the unemployment rate is at 3.1% and sales tax collections were up \$273,000 for the month and down by \$687,000 for the year. Ms. Tacke spoke to the real estate recap stating properties were on the market an average of 27 days, sold at 99 percent of asking price, and at an average of \$136 per square foot. Ms. Tacke advised the Water and Sewer revenues and hotel/motel taxes were up for the month.

### **Future Mobility in Collin County Report**

Collin County Commissioner Webb spoke to the high growth rate in Collin County over the last forty years and increase in area traffic congestion. He advised the current capacity is insufficient for anticipated growth with an estimated 2.1-3.4 million in population at "build-out". Commissioner Webb discussed the roadways with the heaviest demand including the capacity as built, the current usage, and future "build-out" usage. He discussed the need to develop countywide strategic planning for "build-out" populations with TxDOT, area cities, transit agencies, and the Council of Governments. Commissioner Webb spoke to the projects, it's current progress, and steps to follow to move forward. He expressed the importance of city leader's involvement in the project. Collin County Commissioner Cheryl Williams joined Commissioner Webb to briefly detail the effect of increased traffic in Plano.

### **Legacy Business Area Mobility Study**

Tom Grant, with Kimley-Horne and Associates, presented the results of the Legacy Business Area Mobility Study. He discussed the study area boundaries and the study goals. Mr. Grant stated local stakeholders, employees and residents of the study area were involved to help determine future roadway and infrastructure needs. He spoke to the results of the study including identification of future developments and projects; determination of future roadway needs and constraints; development of infrastructure improvement recommendations; and recommendation of traffic management systems. Mr. Grant stated the next steps moving forward include embracing technological advancements, partnering for infrastructure improvements, promoting the formation of a Traffic Management Association, and transportation demand management strategies.

### **Discussion/Direction re: Downtown Parking**

This item was presented during the regular meeting.

### **Discussion/Direction re: Cotton Belt Corridor**

This item was presented during the regular meeting.

### **ULI Sponsorship**

This item was presented during the regular meeting.

### **Consent and Regular Agendas**

No items were discussed.

### **Council Items for Discussion/Action on Future Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:00 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
July 25, 2016**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Mark Israelson, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, July 25, 2016, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Craig Curry with First Baptist Church Plano led the invocation and Jr. Girl Scout Troop 3460 with Harrington Elementary and Cadette Troop 2580 with Carpenter Middle School led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed September as Pain Awareness Month and recognized the City's receipt of the National Environmental Health Association Excellence in Sustainability Award. He administered the Oath of Office to Paul Wageman of the DART Board of Directors and presented Kayci Prince with a Certificate of Appreciation for service on the Planning and Zoning Commission.

**Discussion/Direction re: Downtown Parking (Preliminary Item VI)**

Director of Special Projects Braster spoke to the Downtown Parking Study area, current weekday and weekend parking occupancy, and projected future parking occupancy. He stated suggested enhancements include 3-hour parking limits, refurbish signs and pavement markings, wayfinding signs, valet services, consideration of shared parking, and parking garages for large developments. Mr. Braster advised the Historic Downtown Plano Association will launch a valet parking pilot program in September and has requested financial support from the City during the construction of the Southern Land parking garage from the Downtown Center fund. He also discussed the addition of online parking information and the use of apps and other technologies to inform drivers of available parking. The Council expressed concurrence to support the valet parking program.

### **Discussion/Direction re: Cotton Belt Corridor (Preliminary Item VII)**

Deputy City Manager Carr spoke to the location and time line for the Cotton Belt. He advised DART is expediting completion of the project from 2035 to 2023 to take advantage of loan programs with a low interest rate resulting in a cost savings from anticipated construction cost inflation. Mr. Carr stated adjacent cities are being requested to contribute to the funding of the project. He estimates the City's portion would be approximately \$12.3 million over a twenty-year period and would be funded through Tax Increment Financing. Council expressed concurrence to support the project and funding.

### **ULI Sponsorship (Preliminary Item VIII)**

City Manager Glasscock spoke to the Urban Land Institute Fall (ULI) Meeting being held in Dallas in October, 2016. He stated the Icon level of sponsorship will provide many media and marketing opportunities and events that will showcase Plano developments nationally. Mr. Glasscock advised the Icon level of sponsorship would cost \$150,000 and be paid for out of economic development funds. The Council expressed concurrence to sponsor the ULI Fall Meeting at the Icon level.

### **COMMENTS OF PUBLIC INTEREST**

Ed Acklin and Cody Eastwood spoke to providing equipment and ensuring police safety. Michelle Ferrer, Dr. Randy Moir, Meg Belanger, Rick Joosten, Patti Snell, and Spencer Lowke spoke to preservation of the Collinwood House. Vinny Minchillo spoke to future water supplies and the North Texas Municipal Water District contract.

### **CONSENT AGENDA**

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0 to approve and adopt all items on the Consent Agenda, as follows:

#### **Approval of Minutes**

June 28, 2016  
(Consent Agenda Item "A")

#### **Approval of Expenditures**

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

**RFP No. 2016-0383-C** for the purchase of a hyper converged server/storage solution with a five-year maintenance agreement for Technology Services to EST Group, LLC in the amount of \$1,995,171; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**Bid No. 2016-0289-C** for a one (1) year contract with four (4) one-year City optional renewals for Public Grounds Fertilization and Weed Control Services for the Parks and Recreation Department to GroGreen, Inc. in the estimated annual amount of \$89,996; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**RFP No. 2016-0013-C** for a three (3) year contract with two (2), two-year City optional renewals for Public Art Cleaning & Maintenance for Parks and Recreation to Displays Unlimited Inc. dba Displays Fine Art Services, in the estimated amount of \$190,985; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**CSP No. 2016-0313-B** for Downtown Brick Pavers and Pavement, Project No. 6404.1 to C. Green Scaping, in the amount of \$191,176; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**CSP No. 2016-0275-B** for the SCADA System Upgrade to RLC Controls, Inc. in the amount of \$584,224; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

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

To approve the purchase of wireless and voice data services for an initial term of nine (9) months with three (3) one-year City optional renewals for Technology Services in the estimated amount of \$441,145 from Cellco Partnership d/b/a Verizon Wireless through an existing contract with State of Texas Department of Information Resources; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-3415) (Consent Agenda Item “G”)

To approve the purchase of EMS Billing and Collection Services for an initial term of four (4) months with one (1) one-year renewal for the Fire Department in the estimated amount of \$308,892 from Digitech Computer, Inc. through an existing City of Pearland contract; and authorizing the City Manager to execute all necessary documents. (City of Pearland Contract No. RFP 0512-39) (Consent Agenda Item “H”)

To approve the purchase of partner assurance software support services for Avaya for an initial term of 13 months with one (1) City optional one-year renewal for Technology Services in the amount of \$204,300 from Affiliated Telephone, Inc., through an existing contract with State of Texas Department of Information Resources; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2654) (Consent Agenda Item “I”)

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

To approve an Engineering Professional Services Agreement between the City of Plano and Data Transfer Solutions, LLC (DTS) in the amount of \$336,940 for Professional Pavement Data Collection Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

## **Adoption of Resolutions**

**Resolution No. 2016-7-1(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and County of Collin, Texas, for the design and construction of the Preston Road Corridor Improvements project; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2016-7-2(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and County of Collin, Texas, for the design and construction of the Spring Creek Corridor Improvements project; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2016-7-3(R):** To ratify the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Amarillo, Texas, for Interim Police Chief services; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

**Resolution No. 2016-7-4(R):** To approve the terms and conditions of a Supplement to the Agreement for Street Lighting Services by and between the City of Plano and Oncor Electric Delivery Company, LLC, providing for the removal and addition of street lights on Ranch Estates Drive; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

## **Adoption of Ordinances**

**Ordinance No. 2016-7-5:** To adopt and enact Supplement Number 116 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “O”)

**Ordinance No. 2016-7-6:** To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-73(d), Subsections “Coit Road,” “Crystal Creek Drive,” “Elsinore Drive,” “Floyd Drive,” “Gillespie Drive,” “McDermott Road,” “National Drive,” “Oakland Hills Drive,” “Ohio Drive,” “Ridgeview Drive,” “Robinson Road,” “Rockledge Lane,” and “Waskom Drive,” of the Code of Ordinances of the City of Plano, Texas to revise the effective times for the school zones on these roadways; providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “P”)

**Ordinance No. 2016-7-7:** To repeal certain sections of Ordinance Nos. 98-10-18, 96-11-24, and 91-4-37 codified as Section 2-98, Standards of Conduct – Officers and employees, in Article IV, Code of Conduct, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas; adopting a new Section 2-98, Standards of Conduct – Officers and employees in Article IV, Code of Conduct, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to be consistent with state law and implement additional standards for board and commission appointees; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “Q”)

## **END OF CONSENT**

**The Council took a 10-minute recess at 8:17 p.m.**

**Consideration of an Appeal of the Planning & Zoning Commission's Denial** of a request to allow an irrigated living screen in lieu of a masonry screening wall along the southern property line of Preston Parker Addition, Block A, Lot 2 - Medical office on one lot on 2.4 acres located on the east side of Preston Road, 230 feet south of Parker Road. Zoned Neighborhood Office/Preston Road Overlay District. Applicant: Parker-Preston Development, LLC. (Regular Item "1")

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 6-1, with Mayor LaRosiliere opposed, to deny the appeal of the Planning & Zoning Commission's denial of a request to allow an irrigated living screen in lieu of a masonry screening wall along the southern property line of Preston Parker Addition, Block A, Lot 2 - Medical office on one lot on 2.4 acres located on the east side of Preston Road, 230 feet south of Parker Road.

**Public Hearing and adoption of Ordinance No. 2016-7-8** as requested in Zoning Case 2016-019 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 2.5 acres of land located on the west side of Marble Canyon Drive, 250 feet south of Silent Oak Lane in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Timothy & Margaret O'Conner (Regular Item "2")

Council Member Miner stepped away from the dais due to a conflict of interest during the discussion of this item. Director of Planning Day stated the property is surrounded by a residential subdivision and the subject property will be developed as a residential subdivision. She advised the property complies with current regulations and Staff and the Planning and Zoning Commission recommend approval as presented.

Mayor LaRosiliere opened the public hearing. Jim Douglas with Douglas Properties, the developer, spoke in support of the zoning change. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0, with Council Member Miner abstaining, to rezone 2.5 acres of land located on the west side of Marble Canyon Drive, 250 feet south of Silent Oak Lane in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-7, as requested in Zoning Case 2016-019; and further to adopt Ordinance No. 2016-7-8. Council Member Miner returned to the dais.

**Public Hearing and adoption of Ordinance No. 2016-7-9** as requested in Zoning Case 2016-021 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-138-Retail/General Office on 30.2 acres of land located at the southeast corner of Plano Parkway and Allied Drive, in the City of Plano, Collin County, Texas, to modify height regulations; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Baylor Scott & White Hospital (Regular Item “3”)

Director of Planning Day provided location maps and information about the surrounding properties. She stated the request is to modify height regulations from 65 feet to 85 feet to accommodate a five story structure and modify the setback requirement from 300 feet to 250 feet from the Plano Parkway right of way line. Ms. Day advised Staff and the Planning and Zoning Commission recommend approval as follows: (Additions are indicated in underlined text and deletions are shown as ~~strike through~~ text)

Restrictions:

1. A hospital and helistop are additional allowed uses. A helistop is allowed only in conjunction with a hospital use.
2. Maximum Building Height:
  - a. Beginning at a distance of 50 feet south of the southern right-of-way line of Plano Pkwy. (110 feet from the residential district boundary line) to ~~300~~ 250 feet south of Plano Pkwy., the maximum building height shall be 6 story/~~65~~85 feet, whichever is less.
  - b. From ~~300~~ 250 feet south of the southern right-of-way line of Plano Pkwy. to 600 feet south of Plano Pkwy., the maximum building height shall be 6 story/125 feet, whichever is less.
  - c. From 600 feet south of the southern right-of-way line for Plano Pkwy., the maximum building height shall be 12 story.
3. Maximum Lot Coverage: 50% (excluding parking structures); 70% (including parking structures)
4. For hospital use, required parking is one space per bed.
5. Building facades, except for parking structures, shall be constructed of brick, stone, or glass.
6. Parking structure facades shall be compatible in color and texture to the materials used for the hospital facade. The northern facade of parking structures that front Plano Pkwy. shall be designed to diffuse or to decrease light overspill through the use of solid walls, ornamental metal or other material screening, landscaping, earthen berms, or a combination of these.

**Public Hearing and adoption of Ordinance No. 2016-7-9 (Cont'd.)**

7. The minimum front building setback along Allied Drive shall be 30 feet beginning at a distance of 250 feet from the southern right-of-way line of Plano Pkwy. continuing south to the southern right-of-way line for Alliance Blvd.

Ms. Day clarified for Council the location, height requirements, and a heliport is not a part of the amendment and not allowed within 1000 feet residential properties

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

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-0 to amend Planned Development-138-Retail/General Office on 30.2 acres of land located at the southeast corner of Plano Parkway and Allied Drive, in the City of Plano, Collin County, Texas, to modify height regulations, as requested in Zoning Case 2016-021; and further to adopt Ordinance No. 2016-7-9.

**Public Hearing and adoption of Resolution No. 2016-7-10(R)** to authorize a Substantial Amendment to the 2014-2015 and 2015-2016 Action Plans for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date. (Regular Item "4")

Community Services Manager Brown spoke to the amendment reallocating funds between First Time Homeowner and Housing Rehabilitation programs allowing the City to comply with grant fund requirements, continue services to citizens, and that it was not expending additional funds.

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

Upon a motion made by Council Member Grady and seconded by Council Member Harrison, the Council voted 7-0 to authorize a Substantial Amendment to the 2014-2015 and 2015-2016 Action Plans for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and further to adopt Resolution No. 2016-7-10(R).

**Public Hearing and adoption of Resolution No. 2016-7-11(R)** to adopt the 2016-2017 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2016-2017; and declaring an effective date. (Regular Item "5")

Community Services Manager Brown spoke to the 2016-17 Action Plan outlining the distribution of grant funds to programs supporting low to moderate income families and the plan follows the 2015-2019 Consolidated Plan strategies of decent housing, suitable living environments, and expand economic opportunities. She stated the Community Relations Commission held six public meetings to determine the programs recommended to Council for approval.

**Public Hearing and adoption of Resolution No. 2016-7-11(R)(Cont'd.)**

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

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 6-0, with Council Member Harrison abstaining, to adopt the 2016-2017 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2016-2017; and further to adopt Resolution No. 2016-7-11(R).

**Resolution No. 2016-7-12(R):** To authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,569,145 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and providing an effective date. (Regular Item "6")

Community Services Manager Brown stated the resolution allows the City Manager to make application for the grant funds for the previous item.

Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Smith, the Council voted 6-0, with Council Member Harrison abstaining, to authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,569,145 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and further to adopt Resolution No. 2016-7-12(R).

With no further business, Mayor LaRosiliere adjourned the meeting at 9:18 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
OPEN MEETING  
July 27, 2016**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Jack Carr, Deputy City Manager  
Mark Israelson, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Wednesday, July 27, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

**2016 Business Survey Results (Agenda Item I)**

Jason Morado, from the ETC, Institute, presented the Business Survey findings. He discussed the purpose, methodology, and balanced locations of the respondents. Mr. Morado stated overall, businesses had a positive perception of the City; satisfaction levels in Plano services are high; police, fire, and emergency medical services are the most important services to businesses; and low crime rate, access to major highways, and overall image are important to business retention. He spoke to the perception of the property tax level in comparison to surrounding cities and that businesses generally feel they are paying an appropriate amount of taxes for the services provided. Mr. Morado stated the businesses provided input about the importance of US Highway 75 capacity and the likelihood of business retention in the City.

**Overview of 2015-16 Budget & Community Investment Program (CIP) (Agenda Item II) and Recommended 2016-17 Budget & Community Investment Program (CIP) (Agenda Item III)**

City Manager Glasscock stated the budget continues a commitment to following the strategic goals set by Council and providing consistent quality services while maintaining one of the lowest tax rates in the region. He added increased revenues from increased property values and new growth provide an opportunity to better serve citizens through neighborhood reinvestment, increased public safety, addressing the backlog of capital projects, and improving infrastructure. Mr. Glasscock advised Staff recognized the burden on tax payers due to increased property values and recommended a one cent tax rate decrease resulting in an annual city tax reduction of \$26.09 for the average homeowner.

Mr. Glasscock spoke to the unfunded requests and stated Staff would be providing more information in future presentations. He advised the proposed budget includes 79 full-time positions, 59 of which are public safety, the remaining positions are for CIP coming online, a sidewalk repair crew, and internal support. Mr. Glasscock reminded Council between Fiscal Year 2007-08 and Fiscal Year 2011-12, 143 full time positions were reduced, primarily in non-civil service areas. He stated the proposed budget continues to fund 2 cents to Economic Development, \$1.8 million in CIP, \$1.125 million in Libraries, \$1.1 million in neighborhood reinvestment, including the Great Update Rebate, and a 3% salary increase for employees. Mr. Glasscock spoke to North Texas Municipal Water District proposing water and sewer rate increases and that due to increased revenue, the City will absorb the water rate increase this year. He commended Staff on the preparation of the proposed budget and requested Council to direct questions to him or one of the Deputy City Managers.

**Budget Presentation (Agenda Item IV)**

Budget and Research Director Rhodes-Whitley provided an overview of the FY2016-17 budget stating the General Fund is balanced with 30 days of operating funds, the tax rate is reduced to 47.86 cents per \$100 of valuation, provides a 3% across the board salary increase for all employees, a General Obligation bond sale for \$46.6 million, a tax note sale of \$15 million, an increase of the capital reserve transfer to \$24.6 million, two cents of the property tax dedicated to economic development, and funds an additional 79 full-time and 1 part-time positions. She spoke to the unfunded budget requests, advising the list would be emailed to Council and that Staff will provide presentations for Council consideration.

Ms. Rhodes-Whitley spoke to combined 2016-17 budget resources of \$578.6 million with a general fund revenue breakdown of 42.8% property tax, 27% sales tax, and 30.2% from other revenue sources. She stated the assessed property value of \$34.4 billion and provided a comparison of sales tax between cities. In response to Council Member Grady, Ms. Rhodes-Whitley advised not all cities offer exemptions or offer a set exemption (\$5,000 to \$20,000), and only Plano and one other area city offers the twenty percent exemption. She discussed the \$40.6 million revenue loss due to the residential property tax exemptions. Ms. Rhodes-Whitley provided the estimated overall property tax amount of \$6,546 for the average homeowner with the city's portion being 19.1 percent or \$1,249 of the overall cost. She spoke to the anticipated sales tax receipts and building and development revenue.

Ms. Rhodes-Whitley stated combined 2015-16 budget expenses were \$527,129,548 with Public Safety and Health making up 47.4% of the overall General Fund Expenditures of \$295,470,757. She spoke to key budget highlights of public safety programs, Community Improvement Projects, neighborhood reinvestment, and library books and digital content. Ms. Rhodes-Whitley advised the North Texas Municipal Water District will have an increase in water and sewer rates for the upcoming year however, increased water collections will offset the water rate increase and citizens will see a five percent increase in sewer rates. She reported a residential rate increase in waste collection fees of \$1.00 on the 95-gallon cart with the rate on the 65-gallon cart remaining the same. She stated the Community Investment Program expenditures are \$209,999,340. Ms. Rhodes-Whitley discussed the proposed 2016 General Obligation bond sale, tax note sale, and capital reserve funding. She reviewed the budget calendar and advised that information will be posted to the City's website.

### **Tax Rate Presentation (Agenda Item V)**

Budget and Research Director Rhodes-Whitley stated the proposed tax rate is set at 47.86 cents per \$100 of assessed property value with a vote scheduled at the August 8, 2016 meeting in accordance with Truth-in-Taxation laws. She added the proposed rate is a reduction of one cent and is the first reduction in 15 years. Ms. Rhodes-Whitley advised the effective tax rate and the rollback tax rate calculations were in process and provided a schedule of key dates related to adopting the tax rate.

### **Updated Financial Forecast (Agenda Item VI)**

#### **a. General Fund**

Budget and Research Director Rhodes-Whitley spoke to the Three-Year Financial Forecast and the effect the tax rate reduction would have on future year's finances and she advised though the projection shows to be in the negative for future years, the budget will be balanced each year.

#### **b. Water & Sewer**

Budget and Research Director Rhodes-Whitley spoke to the Three-Year Forecast for the Water and Sewer Fund and the effect the North Texas Municipal Water District rate increases will have on future year's finances and she advised though the projection shows to be under the required number of days of operations, the budget will be balanced each year.

### **Socrata Open Budget Public Portal Demo (Agenda Item VII)**

Budget Manager Srader, Budget Analyst Petty, and Budget Analyst Yager presented the Open Budget Public Portal and provided information on how the public can utilize the dashboard to find information regarding the budget online. Council expressed concurrence to release the portal for public use and commended Staff on the preparation of the portal.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:37 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/08/2016			
Department:		Technology Services			
Department Head		Chris Chiancone			
Agenda Coordinator (include phone #): <b>Corey Isaacs x7134</b>					
<b>CAPTION</b>					
RFP No. 2016-0308-C for a three (3) year contract with one (1), three (3) year City optional renewal for bandwidth and internet connectivity from Time Warner Cable Enterprises, LLC in the amount of \$207,725, and from Cogent Communications, Inc., in the amount of \$253,720, for Technology Services in the total amount of \$461,445; and authorizing the City Manager or his designee 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>2015-16 to 2021-22</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	1,833,900	447,655	<b>2,281,555</b>
Encumbered/Expended Amount		0	-1,069,174	0	<b>-1,069,174</b>
This Item		0	-13,790	-447,655	<b>-461,445</b>
<b>BALANCE</b>		<b>0</b>	<b>750,936</b>	<b>0</b>	<b>750,936</b>
<b>FUND(S):    TECHNOLOGY SERVICES FUND</b>					
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Technology Services Budget and is anticipated in future years. Data and internet connectivity for the City of Plano's Primary and Disaster Recovery Data Centers, in the anticipated amount of \$13,790 for the remainder of 2015-16, will leave a current year balance of \$750,936. The anticipated amount to be spent in FY's 2016-17 through 2020-21 is \$76,741 annually and the remainder amount to be spent in 2021-22 is \$63,950, assuming all optional renewals are met, for a total of \$461,445. Future year expenditures will occur within funding levels established by the Plano City Council.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining improved internet bandwidth and connectivity to support the operations of every City of Plano department relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
RFP Recap					



# Memorandum

**Date:** Thursday, July 14, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**Thru:** Chris Chiancone, Chief Information Officer  
**From:** Chris Edwards, Network Architect  
**Subject:** Recommendation for Award of RFP No. 2016-0308-C Bandwidth and Internet Connectivity

The City of Plano is currently modernizing their technology presence to accommodate future City needs and support growth. The City has developed a NextGen program to modernize technology, increase productivity, and leverage redundancy; while, reducing cost and rework. As part of this program, we have identified the need to increase internet bandwidth due to current and future demands which prompted the release of RFP No. 2016-0308-C on May 6, 2016. The RFP was released to be awarded two (2) separate Internet Service Providers (ISP) to provide dedicated internet circuits at two (2) different City facilities: (1) the Primary Data Center located at Technology Services, and; (2) Disaster Recovery Data Center located at the Emergency Operations Center.

Currently, the City has two (2) 100Mbps Dedicated Internet Circuits through Verizon, both located at the City's primary data center located at Technology Services. These circuits routinely hit 100% utilization during business hours, causing slowness in both staff and guest access to the internet as well as impacting City hosted services. The new dedicated internet access circuits will be 1,000Mbps each and configured for redundancy for automatic failover in the event of an issue at either hosting facility or with either provider. By obtaining two (2) connections through two (2) different providers, installed at (2) different physical locations, the City will obtain a level of redundancy and service that is seen as an industry gold standard for reliable and resilient internet access and hosting.

The RFP was posted for 18 days with submittals due to Purchasing due by May 24, 2016 at 2:00 PM. Three (3) companies submitted proposals that were then distributed by Purchasing to the evaluation committee, which was comprised of three (3) members from the Technology Services department. The group reviewed the proposals individually and met to come to a consensus on which two (2) providers provided the best value to the City, considering the relative importance of the following criteria and weights:

<u>Proposed Solution, Work Plan/Project Management, &amp; Documents</u>	<u>40%</u>
<u>Cost</u>	<u>60%</u>

The results of the evaluation committee, along with the cost scoring by the Purchasing department, resulted two (2) providers being recommended for award: Time Warner Cable Enterprises, LLC for providing a 1,000Mbps Dedicated Internet Access circuit to the Primary Data Center located at Technology Services, and Cogent Communications, Inc., for providing a 1,000Mbps circuits to the Disaster Recovery Data Center located at the Emergency Operations Center. The recommended providers meet the specification requirements, were responsive to all requirements, and provide the best value to the City.

If the City of Plano does not award these contracts, the already exhausted internet links will remain highly saturated and could cause internet access and hosted services to become unresponsive. The City will also remain susceptible to single carrier outages without the installation of multi-carrier redundant internet connections as proposed here. Several other projects and City initiatives will call for higher bandwidth needs over the following years. The chosen speeds and redundant configuration will help us meet those needs proactively.

# CITY OF PLANO

RFP No. 2016-0308-C

## Bandwidth and Internet Connectivity

### RFP Recap

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**Proposal Opening Date/Time:** May 24, 2016 @ 2:00 PM

**Number of Vendors Notified:** 728

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

**Number of Proposals Submitted Non-Responsive:** 0

**Number of Proposals Submitted:** 3

**Vendor Name**

Time Warner Cable Enterprises, LLC

Cogent Communications, Inc.

AT&T, Inc.

**Proposal**

\$414,365.00

\$477,760.00

\$509,392.80

**Best and Final Offers Requested**

Time Warner Cable Enterprises, LLC

Cogent Communications, Inc.

**Amount**

\$207,725.04

\$253,720.00

**Recommended Vendor(s):**

Time Warner Cable Enterprises, LLC with their Best and Final Offer of \$207,725.04; and to Cogent Communications, Inc., with their Best and Final Offer of \$253,720.00.

*Corey Isaacs*

Corey Isaacs, Contract Specialist

July 27, 2016

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:		08/08/16		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
Bid No. 2016-0375-B for the Schimelpfenig Library Renovation to Provment, Inc., in the amount of \$299,872, 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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	385,000	0
Encumbered/Expended Amount		0	-39,850	0
This Item		0	-299,872	0
BALANCE		0	45,278	0
<b>FUND(S):    LIBRARY FACILITIES CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Library Facilities CIP. Reconfiguration of areas of Schimelpfenig Library to better serve patrons and accommodate a new RFID system, in the amount of \$299,872, will leave a current year balance of \$45,278 available for other facility projects at Plano Libraries.</p> <p><b>STRATEGIC PLAN GOAL:</b> Updating facilities to better serve Plano residents and guests relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo, Bid Recap				



# Memorandum

**Date:** July 13, 2016

**To:** Michael Parrish  
Senior Buyer

**From:** Richard Medlen  
Facilities Maintenance Superintendent

**Subject:** Schimelpfenig Library – Renovation – 2016-0375-B

I have reviewed the bids submitted for Schimelpfenig Library Renovation. I recommend award to the lowest, responsive, responsible, bid submitted by Provment, Inc., for a base bid amount of \$289,394.52, and Alternate 1 for \$10,477.61; for a total bid amount of \$299,872.13. An additional bid was received from Concord Commercial Services, Inc., for a base bid amount of \$309,435.00, and Alternate 1 for \$9,528.00; for a total bid amount of \$318,963.00.

The renovation at Schimelpfenig Library is recommended to reconfigure areas to accommodate a new Radio Frequency Identification System, in order to improve department efficiency.

The funding for the project is in CIP Account #17108.

Please let me know if you have any questions.

/lw

Cc: Jim Razinha  
Matt Yager  
Todd Luxem  
Sandra Bloomer  
Richard Sievert  
Libby Holtmann

# CITY OF PLANO

## BID NO. 2016-0375-B SCHIMELPFENIG LIBRARY RENOVATION BID RECAP

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**Bid Opening Date/Time:** June 8, 2016 @ 1:30 PM

**Number of Vendors Notified:** 596

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

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

**Number of Responsive Bids Submitted:** 2

<b><u>Vendor Name</u></b>	<b><u>Base Bid</u></b>	<b><u>Alt. 1</u></b>	<b><u>Total</u></b>
Provment, Inc.	\$289,394.52	\$10,477.61	\$299,872.13
Concord Commercial Services, Inc.	\$309,435.00	\$9,528.00	\$318,963.00

**Recommended Vendor:**

Provment, Inc.	\$289,394.52	\$10,477.61	\$299,872.13
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*Michael Parrish*

July 18, 2016

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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:		8/8/16			
Department:		Parks and Recreation			
Department Head		Robin Reeves			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Approval of Engineering Services Agreement by and between the City of Plano and Halff Associates, Inc. in the amount of \$68,200 for design services for the Rowlett Trail Erosion Control Analysis and Repair, Project No. 6742, 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>2015-16 &amp; 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
	Budget	1,002,969	877,469	1,500,000	<b>3,380,438</b>
	Encumbered/Expended Amount	-1,002,969	-757,911	0	<b>-1,760,880</b>
	This Item	0	-22,000	-46,200	<b>-68,200</b>
	<b>BALANCE</b>	<b>0</b>	<b>97,558</b>	<b>1,453,800</b>	<b>1,551,358</b>
<b>FUND(s):    MUNICIPAL DRAINAGE CIP</b>					
<p><b>COMMENTS:</b> Funding is available in the 2015-16 Municipal Drainage CIP and is anticipated in the 2016-17 CIP for this item. Professional engineering services for the Rowlett Trail Erosion Control project, in the total amount of \$68,200, will leave a total project balance of \$1,551,358 available for future expenditures for erosion control or drainage improvements in Plano's park system.</p> <p><b>STRATEGIC PLAN GOAL:</b> Protecting Plano parks and trails by mitigating erosion relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Rowlett Trail Erosion Control Analysis and Repair project will provide erosion control along a portion of the Rowlett Trail which has become threatened by creek erosion.</p> <p>Halff Associates, Inc. was selected through the 2015-16 annual selection process for Engineering and Bicycle Facility Design Consultants. This contract is to design repairs to protect the existing headwall and trail from damage due to erosion. The total contract fee is \$68,200 which includes services such as surveying, site data collection, hydraulic analysis, permitting, engineering, specifications, cost estimates, bidding, construction administration services, and reimbursable expenses. The total design fee is 34 percent of the total estimated construction budget of \$200,000. The fee percentage is higher than normal; however, while the project budget size is small, a basic amount of services for surveying, engineering, bidding, and construction administration must still be provided. The project also includes a hydraulic analysis and FEMA permitting which also contribute</p>					

to the higher cost. After thorough review, Engineering and Parks staff believe the fee is appropriate for the work required.

Project Location Map:

<https://goo.gl/maps/EkixRJuFyTM2>

List of Supporting Documents:

Location Map

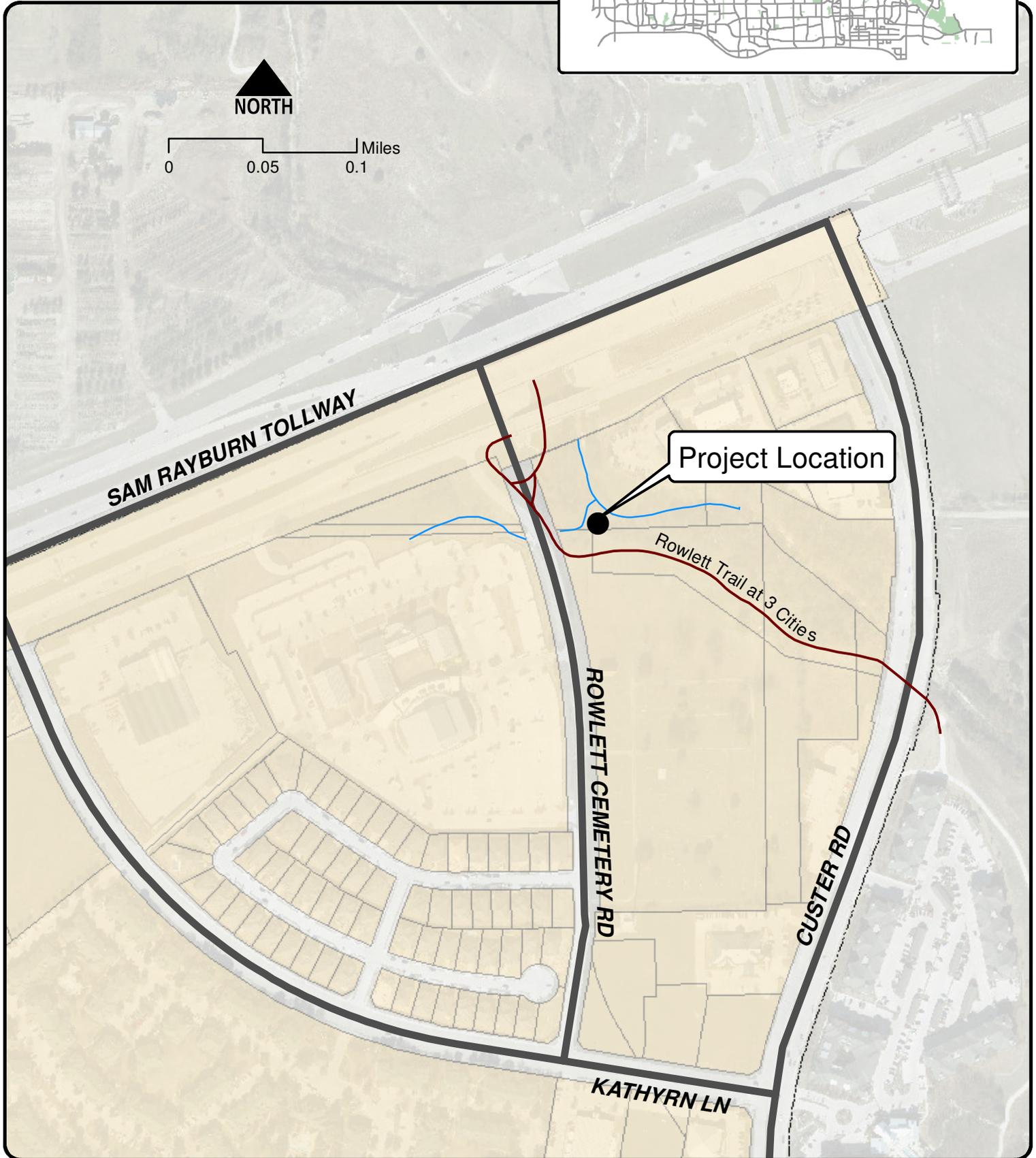
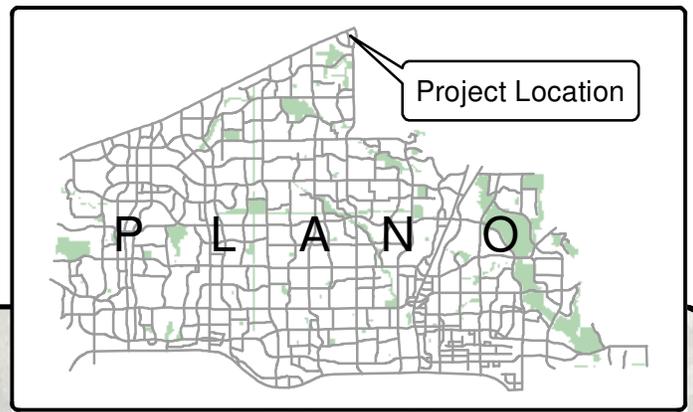
Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies



# Location Map

Rowlett Trail Erosion Control Analysis  
and Repair, Project No. 6742



# ROWLETT TRAIL EROSION CONTROL ANALYSIS AND REPAIR

PROJECT NO. 6742

## ENGINEERING PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, 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 **ROWLETT TRAIL EROSION CONTROL ANALYSIS AND REPAIR** 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS**

**OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.**

### **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:

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

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

#### **XVI. Miscellaneous**

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and 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.

This space intentionally left blank.

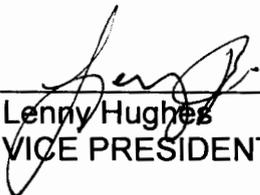
G. Authority to Sign:

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

**SIGNED** on the date indicated below.

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

DATE: 6/23/16

BY:   
Lenny Hughes  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

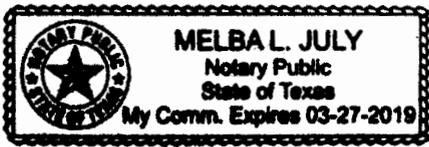
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 23<sup>RD</sup> day of JUNE, 2016, by **LENNY HUGHES, 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 \_\_\_\_\_, 2016, 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 Work**  
**Rowlett Trail Erosion Control Analysis and Repair**

**Purpose**

The purpose of this project is to prepare plans and specifications to stabilize the channel connecting Storm Drain Line "C" (Three Cities Trail) to West Rowlett Creek. The scope of the project includes the engineering work required to complete the design and construction of approximately 100 linear feet of channel improvements including channel and side slope stabilization and protection. The main objective of this design is to repair recent channel erosion and protect the existing headwall and trail from future damage due to erosion.

**Project Assumptions**

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

1. The design will be confined to the channel connecting the existing storm drain outfall to West Rowlett Creek. No other drainage improvements will be designed beyond the channel limits.
2. The proposed channel will follow its current alignment. The channel bottom and side slopes will be re-graded and protected with rock riprap and/or gabions. The improvements will extend downstream until a stable channel section is reached. No structural design is included in the scope.
3. It is assumed that there are no existing utilities in the area.
4. The proposed work plan has been divided into five tasks: Task 1 – Project Management and Coordination, Task 2 – Data Collection and Field Reconnaissance, Task 3 – Hydraulic Analysis and Permitting, Task 4 – Construction Plans, and Task 5 – Bidding and Construction. The scope of services to be performed for each phase is described as follows.

**Scope of Services – Basic Services**

**1. PROJECT MANAGEMENT AND COORDINATION**

The project management activities shall include task leadership and direction, communication, project updates, presentation of findings, and personnel and data management among other general project management activities.

**2. DATA COLLECTION AND FIELD RECONNAISSANCE**

**A. Data Collection**

HALFF ASSOCIATES, INC.

1. It is assumed that all necessary work will take place within City Right-of-Way. City of Plano to provide documentation of right-of-way.
2. Confirm there are no water, sewer, storm drain, gas, electric, telephone, and cable television facilities that may impact the project.
3. Site visit to document and photograph current channel condition.

**B. Field Surveys**

1. City will prepare Right-of-Entry letters to property owners for access during design, if needed.
2. Establish horizontal and vertical control.
3. Survey existing channel condition to adequately cover limits of proposed side slope lay-back and downstream tie-in.
4. Survey adjacent headwall, fence and trail locations.
5. Survey trees within project limits.
6. Survey property corners and determine property boundaries/right-of-way.

**C. Geotechnical Investigations**

1. Geotechnical investigation will not be needed as long as no structural design is required.

**3. HYDRAULIC ANALYSIS AND PERMITTING****A. Hydraulic Analysis**

1. Channel will be designed using a discharge equal to the capacity of the 3-36" RCP under Rowlett Cemetery Road and the trail.
2. Hydrologic analysis will not be performed.

**B. Permitting**

1. Jurisdictional determination with a permitting assessment.
2. Permit application, if necessary, is not included.

**4. CONSTRUCTION PLANS****A. Preliminary Design**

1. Prepare Preliminary Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints) including:
  - a. Cover Sheet with location map and sheet index
  - b. General Notes
  - c. Drainage Calculations
  - d. Survey Control

- e. Demolition Plan
  - f. Erosion Control Plan
  - g. Channel Grading Plan and Profile
  - h. Cross Sections
  - i. Details
2. Prepare Preliminary Estimate of Probable Construction Cost
  3. Submit one (1) set of Preliminary Plans (prepared on 22-inch by 34-inch sheets) along with a digital copy in PDF and DWG files.
  4. Final Design will start upon receiving the City's comments on Preliminary Plans.

**C. Final Design**

1. Prepare Final Construction Plans
  - a. Address City's preliminary submittal comments.
  - b. Final plans will bear the seal of a licensed professional engineer and will incorporate comments from the preliminary submittal.
2. Prepare Final Estimate of Probable Construction Cost
3. Submit one (1) set of Final Plans (prepared on 22-inch by 34-inch sheets) along with a digital copy in PDF and DWG files.

**D. Project Manual and Specifications**

Prepare contract documents and technical specifications required for bidding and constructing the project.

**5. BIDDING AND CONSTRUCTION**

The engineer will provide periodic construction observation and contract administration services for the project. City personnel will perform detailed daily inspection. Construction services provided by the Engineer will include the following:

1. Provide engineering assistance through the bidding and construction phase
2. Attend one (1) pre-bid meeting, if required
3. Attend bid opening, if required
4. Prepare bid tabulation and provide letter of recommendation.
5. Construction Administration
  - a. Attend one (1) pre-construction meeting
  - b. Review two (2) submittals
  - c. Attend one (1) construction meeting
  - d. Attend final project inspection with City

## **6. Reimbursable Expenses**

- A.** Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and similar incidentals.

### **Additional Services**

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

1. Permit application to the USACE.
2. Geotechnical engineering.
3. Easement or plat preparation.
4. Client generated changes to the design once Final Design is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
5. Design of areas outside the limits of the project site.
6. Additions to the project scope or budget that causes additional work.
7. Additional meetings not identified in the project scope.
8. Additional work not specifically included in the Proposed Scope of Work.
9. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
10. Design of gas, telephone or other utility improvements
11. Printing of drawings, specification and contract documents except as noted herein.
12. Full-time construction inspection.
13. Graphic products except as noted herein.
14. Design of utilities or other improvements outside of the project boundary.
15. Quality control and material testing services during construction except for submittal reviews.
16. Traffic Engineering reports or studies.
17. Construction staking.
18. Design of major existing utility relocations or modifications.
19. Negotiations/agreements with adjacent property owners.
20. Contractor pay requests or submittals not required by the construction documents.
21. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City.



22. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
23. Construction Administration services beyond what is included in the Proposed Scope of Work.
24. Preliminary or Final Punch List preparation.
25. Preparation of As-Built Drawings.



**Exhibit 'B'**  
**Completion Schedule**  
**Rowlett Trail Erosion Control Analysis and Repair**

- **Preliminary Design**
  - Data Collection and Field Reconnaissance
    - 1 week
  - Hydraulics and Permitting
    - 3 weeks
  - Preliminary Design
    - 3 weeks
  - City Review
    - 1 week
  
- **Final Design**
  - Final Design
    - 2 weeks
  - City Review and Begin Bid Process
    - 1 week



**Exhibit 'C'**  
**Compensation and Method of Payment**  
**Rowlett Trail Erosion Control Analysis and Repair**

Basic Services as described in Exhibit 'A' will be provided for a total lump sum fee of \$68,200. The overall fee total shown will not be exceeded without prior written authorization from the City of Plano. Payment for total services as described in Exhibit 'A' will be invoiced on a monthly basis, based upon a percentage of completed tasks.

A cost breakdown of the total fees is shown below:

<b>Cost Breakdown</b>	
<b>Task 1 – Project Management and Coordination</b>	<b>\$4,800</b>
<b>Task 2 – Data Collection and Field Reconnaissance</b>	<b>\$7,000</b>
A. Field Survey	\$2,500
B. Site Visits	\$3,500
C. Base Map Preparation	\$1,000
<b>Task 3 – Hydraulic Analysis and Permitting</b>	<b>\$8,000</b>
A. Hydraulic Analysis	\$4,500
B. Permitting	\$3,500
<b>Task 4 – Construction Plans</b>	<b>\$40,200</b>
A. Engineering Plans	\$26,700
B. Specifications	\$4,500
C. Cost Estimates	\$3,500
D. QAQC	\$5,500
<b>Task 5 – Bidding and Construction</b>	<b>\$7,500</b>
A. Bidding	\$2,500
B. Construction	\$5,000
<b>Task 6 – Reimbursable Expenses</b>	<b>\$700</b>
<b>Total</b>	<b>\$68,200</b>

**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

**3.0 Engineer's Insurance – Claims Made**

Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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



## EXHIBIT "E"

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

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

I, the undersigned, declare that I am authorized to make this statement on behalf of **Halff Associates, Inc.**, a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Halff Associates, Inc.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

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

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

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

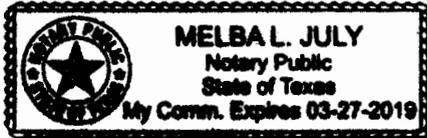
I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

HALFF ASSOCIATES, INC.

By:   
Signature  
LENNY HUGHES  
Print Name  
VICE PRESIDENT  
Title  
6/23/16  
Date

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 23<sup>RD</sup> day of JUNE, 2016.



  
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:		08/08/16		
Department:		Engineering		
Department Head:		Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 6154.1
<b>CAPTION</b>				
To Zagros Construction Co. dba Urban Construction Group, increasing the contract by \$154,197 for the Bridge Repairs Phase 2 project, Change Order No. 1. Original Bid No. 2015-248-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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	193,568	1,658,781	0	<b>1,852,349</b>
Encumbered/Expended Amount	-193,568	-1,302,361	0	<b>-1,495,929</b>
This Item	0	-154,197	0	<b>-154,197</b>
<b>BALANCE</b>	<b>0</b>	<b>202,223</b>	<b>0</b>	<b>202,223</b>
<b>FUND(S):    STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Street Improvements CIP. This first change order to the contract with Zagros Construction Co. dba Urban Construction Group for the Bridge Repairs Phase 2 project, in the amount of \$154,197, will leave a balance of \$202,223 available for future expenditures on this or other street improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to better complete project objectives relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Location Map, Recommendation Memorandum; Change Order No. 1			Other Departments, Boards, Commissions or Agencies N/A	





# Memorandum

**TO:** Bruce D. Glasscock, City Manager  
**FROM:** B. Caleb Thornhill, P.E., Director of Engineering  
**DATE:** July 18, 2016  
**SUBJECT:** Change Order No. 1 – Bridge Repairs Phase 2 Project

---

The Engineering Department is recommending approval of Change Order No. 1 for the construction contract with Zagros Construction Co. dba Urban Construction Group, for additional construction items on the Bridge Repairs Phase 2 Project No. 6154.1.

The change order is to

- Make repairs to the concrete rip rap and trail sections under the Red River Drive at Russell Creek and Oxbow Creek Lane at Cottonwood Creek bridges due to damage caused by heavy rains last fall. **\$76,466**
- Use of polyurethane foam to raise several paving sections in lieu of concrete paving replacement. **\$18,086**
- Use of high early strength concrete for the replacement of approach slabs and street paving at the 15<sup>th</sup> Street bridge just west of US 75. **\$14,223**
- Installation of concrete channel paving and channel excavation at the Kings Manor Lane at Indian Creek bridge. **\$39,101**
- Misc. Adjustments to existing contract quantities. **\$6,321**

**Total Additional Cost = \$154,197**

**CHANGE ORDER NO. 1**  
**BRIDGE REPAIR PHASE 2**  
**PROJECT NO. 6154.1**  
**PURCHASE ORDER NO. 105890**  
**CIP NO. 37579**  
**BID NO. 2015-248-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 **ZAGROS CONSTRUCTION CO**, dba **URBAN CONSTRUCTION GROUP** for the **BRIDGE REPAIR PHASE 2 PROJECT**, dated **JUNE 8, 2015**.

**B. DESCRIPTION OF CHANGE**

The change order is for:

1. Additional channel work at the Red River Drive and Oxbow Creek Lane bridges caused by heavy rains last fall.
2. Deletion of pavement replacement, substituted by polyurethane pumping.
3. Use of high early strength concrete at the 15<sup>th</sup> St bridge just west of US 75
4. Added concrete channel paving and channel grading to the Kings Manor bridge
5. Over and under runs of the quantities of misc. pay items.

**C. EFFECT OF CHANGE**

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

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ORIGINAL QUANTITY</b>	<b>REVISED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT OF CHANGE</b>
1	<i>Remove &amp; Recycle Concrete Riprap</i>	94	433	SY	\$30.00	\$10,170.00
2	<i>Remove &amp; Recycle Concrete Pavement</i>	2,404	2,268	SY	\$14.00	-\$1,904.00
3	<i>Remove &amp; Recycle Concrete Approach Slab</i>	347	453	SY	\$20.00	\$2,120.00
5	<i>Remove &amp; Recycle Concrete Sidewalk</i>	5,103	5,639	SF	\$1.00	\$536.00
9	<i>Remove MBGF</i>	771	882	LF	\$5.00	\$555.00
22	<i>1 1/2" Expansion Joint</i>	3,164	3,164	LF	\$40.00	\$0.00
23	<i>Polyurethane Foam under Approach Slab</i>	76	139	CY	\$575.00	\$36,225.00
24	<i>4" Reinforced Concrete Sidewalk</i>	5,103	5,649	SF	\$5.00	\$2,730.00
25	<i>10" Reinforced Concrete Paving</i>	1,360	1,022	SY	\$97.00	-\$32,786.00
26	<i>13" Reinforced Concrete Approach Slab</i>	347	214	SY	\$250.00	-\$33,250.00

40	6" Reinf. Concrete Channel Paving w/ Toewall	602	925	SY	\$250.00	\$80,750.00
52	Metal Beam Guard Fence	721	844	LF	\$30.00	\$3,690.00
61	Compacted Fill	599	725	CY	\$40.00	\$5,040.00
62	Flowable Fill	243	238	CY	\$150.00	-\$750.00
64	Borrow Material, In Place	318	372	CY	\$40.00	\$2,160.00
74	4' Deep Riprap Toewall	52	208	LF	\$80.00	\$12,480.00
100	Detach & Re-Install Existing Rail	-	1	LS	\$1,000.00	\$1,000.00
101	10" Reinforced Concrete Paving (High Early Strength)	-	151	SY	\$123.39	\$18,631.89
102	13" Reinforced Concrete Approach Slab (High Early Strenght)	-	153	SY	\$284.31	\$43,499.43
103	Excavation	-	55	CY	\$60.00	\$3,300.00
	<b>TOTAL:</b>					<b>\$154,197.32</b>

Original Contract Amount	\$ 1,342,638.00
Contract Amount (Including Previous Change Orders)	\$ 1,342,638.00
<b>Amount, Change Order No. 1</b>	<b>\$ 154,197.32</b>
<b>Revised Contract Amount</b>	<b>\$ 1,496,835.32</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>11.48%</b>

**D. EFFECT OF CHANGE ON CONTRACT TIME**

Original Contract Time	286 working days
Amount (Including Previous Change Orders)	286 working days
<b>Amount, Change Order No.1</b>	<b>45 working days</b>
<b>Revised Contract Time</b>	<b>331 working days</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>15.73%</b>

**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 **ZAGROS CONSTRUCTION CO, DBA URBAN CONSTRUCTION GROUP**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated **June 8, 2015**.

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: ZAGROS  
CONSTRUCTION CO, DBA URBAN  
CONSTRUCTION GROUP**

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

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

Print  
Name: Bruce D. Glasscock

Print  
Name: Joe Tabaee

Print  
Title: City Manager

Print  
Title: Vice President

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **JOE TABAEE, VICE PRESIDENT, of ZAGROS CONSTRUCTION CO, DBA URBAN CONSTRUCTION GROUP**, 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 \_\_\_\_\_, 2016, 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:		08/08/16		
Department:	Police			
Department Head	Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Lincoln Thompson (Ext. 7376)</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, ratifying the expenditure of funds through an existing BuyBoard contract in the amount of \$362,246.50 to GT Distributors, Inc.; Galls, LLC; and CMC Government Supply for helmets, plate carriers and rifle-rated hard armor plates for the Police Department; approving the execution of all necessary documents by the City Manager or his 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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,027,974	0	<b>1,027,974</b>
Encumbered/Expended Amount	0	-322,267	0	<b>-322,267</b>
This Item	0	-362,247	0	<b>-362,247</b>
<b>BALANCE</b>	<b>0</b>	<b>343,460</b>	<b>0</b>	<b>343,460</b>
FUND(S): CRIMINAL INVESTIGATION FUND				
<b>COMMENTS:</b> Funds are available in the Criminal Investigation Fund for the purchase of enhanced ballistic protective equipment for Plano Police Department Officers. The remaining balance of these funds will be used for other apparel and items aligned with PPD's current operations. <b>STRATEGIC PLAN GOAL:</b> The purchase of personal protective ballistic body armor relates to the City's Goal of Safe Large City.				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 432-13 / City of Plano Internal Contract No. 2016-0465-O) See Recommendation Memo.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo Cooperative Quote Recap Resolution		NA		

**Date:** July 25, 2016  
**To:** Mark Israelson, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police   
**Subject:** Rifle Plates, Plate Carriers and Ballistic Helmets Recommendation

City Management and the Chief of Police recently authorized a multi-disciplinary team to locate and acquire helmets, plate carriers, and rifle-rated hard armor plates for the purpose of providing every Plano Police Officer with enhanced ballistic protection. Combining professional skills and knowledge of terminal ballistics, tactical equipment, firearms, body armor, finance, accounting, and purchasing, we committed ourselves to sourcing and purchasing high-quality armor from reputable manufacturers adhering to proven performance standards.

After a great deal of work, surveying line officers, meeting with numerous vendors, and personally inspecting dozens of items, these are the specific models selected for purchase:

**PLATE CARRIER (one per officer)**

- Shellback Tactical Banshee (black in color)

**HARD ARMOR PLATE (two per officer)**

- ProTech Model 2120-5, Level III+ Stand Alone, Multi-Hit

This is a multi-curve ceramic/polyethylene composite plate weighing only 5.5 pounds. It is capable of stopping 6 hits of some of the most potent 5.56mm and 7.62mm rifle ammo available. Unlike ceramic plates of the past, this plate does not require annual X-Ray inspection to check for hidden cracks. They are drop-tested and include padding on the surface worn nearest the body.

**HELMET (one per officer)**

- United Shield ACH/MICH Level IIIA with military pad system (black in color)

The Advanced Combat Helmet (ACH) provides ballistic protection as well as shock absorption. It is compatible with our existing gas masks and personal protective equipment (PPE). The ACH/MICH has been in service since approximately 2002 and is now the standard “workhorse” of helmets for both military and law enforcement. It can be used in its simplest configuration or it can be upgraded later to accept modular components.

It is important to note that while we sought the best possible price on items meeting our specifications, these are not simply “low bid” products. We believe these products provide the best possible combination of personal protection, durability, weight, cost, and delivery time. A “better” product does us no good if it cannot be delivered for another 5 months or if we cannot afford to buy it for every member of the Department. This is professional-grade equipment intended to ensure our survival in the face of extraordinary threats. The City and Police Department did not and will not compromise on quality or protection.

It is the recommendation of the Police Department to purchase seven hundred (700) Protech-III+ Multi Curve Ceramic-Polyethylene Plates from GT Distributors in the amount of \$206,500.00; three hundred fifty (350) Shellback Banshee Rifle Plate Carriers TP139P-Black from Galls in the amount of \$62,996.50; and three hundred fifty (350) United Shield MICH ACH MIL Pad Helmet from CMC Government Supply in the amount for \$92,750.00; for a total expenditure of \$362,246.50 through TASB/BuyBoard Contract No. 432-13. The Police Department and Purchasing have reviewed multiple Cooperative Contracts and found this to be the best value for the City.

The Police Department requests ratification of the expenditures of \$362,246.50 which were necessary to maintain the safety of the Police Officers who protect the public.

**CITY OF PLANO**  
**SOLICITATION NO. 2016-0465-O**  
**RIFLE PLATES, PLATE CARRIERS, AND BALLISTIC HELMETS**  
**COOPERATIVE QUOTE RECAP**

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GT Distributors, Inc. – Pricing based on BuyBoard Contract 432-13

- |  |              |
|--|--------------|
| • 700 Protech-III+ Multi Curve Ceramic-Polyethylene Plates @ \$295 ea. | \$206,500.00 |
| • 350 Protech Tac Plate Rack Carrier XL Black 1003 @ \$220 ea.         | \$ 77,000.00 |
| • 350 Delta 4 Helmet with Pads @ \$299 ea.                             | \$104,650.00 |

Red the Uniform Tailor – Pricing based on Frisco Inter-local Agreement 1306-061

- |   |              |
|---|--------------|
| • 700 Point Blank Rifle Plate Stand Alone LVL III+ 20260-01 @ \$356 ea. | \$249,200.00 |
| • 350 Point Blank PTH IIIA Helmet with Standard Suspension @ \$265 ea.  | \$ 92,750.00 |

Galls, LLC – Pricing based on BuyBoard Contract 432-13

- |  |              |
|--|--------------|
| • 700 Paraclete Tactical Plate 10260 Shooters Cut Level III @ \$375 ea.  | \$262,500.00 |
| • 350 Shellback Banshee Rifle Plate Carrier TP139P-Black @ \$ 179.99 ea. | \$ 62,996.50 |
| • 350 Paraclete Tactical Helmet-Full-2130 with 7 Pads @ \$299.99 ea.     | \$104,650.00 |

CMC Government Supply – Pricing based on BuyBoard Contract 432-13

- |  |              |
|--|--------------|
| • 700 United Shield Sigma Lite 6h-Multihit-Multi Curve @ \$425 ea. | \$297,500.00 |
| • 700 Armor Express/Hesco 3610-Multihit-Multi Curve @ \$469 ea.    | \$328,300.00 |
| • 350 United Shield MICH ACH MIL PAD Helmet - BLACK @ \$265 ea.    | \$ 92,750.00 |

**Low Quotes:**

- |  |                     |
|--|---------------------|
| • 700 Protech-III+ Multi Curve Ceramic-Polyethylene Plates @ \$295 ea.   | \$206,500.00        |
| • 350 Shellback Banshee Rifle Plate Carrier TP139P-Black @ \$ 179.99 ea. | \$ 62,996.50        |
| • 350 United Shield MICH ACH MIL PAD Helmet - BLACK @ \$265 ea.          | <u>\$ 92,750.00</u> |

Total	<u>\$362,246.50</u>
-------	---------------------

Lincoln Thompson

Lincoln Thompson  
Senior Buyer

July 20, 2016

Date

**A Resolution of the City of Plano, Texas, ratifying the expenditure of funds through an existing BuyBoard contract in the amount of \$362,246.50 to GT Distributors, Inc.; Galls, LLC; and CMC Government Supply for helmets, plate carriers and rifle-rated hard armor plates for the Police Department; approving the execution of all necessary documents by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, City staff determined there was an immediate need to locate and acquire helmets, plate carriers and rifle-rated hard armor plates for the purpose of providing every Plano Police Officer with enhanced ballistic protection; and

**WHEREAS**, City staff selected three (3) vendors from an existing BuyBoard contract to provide the helmets, plate carriers and rifle-rated hard armor plates; and

**WHEREAS**, the City Council has determined it is a matter of public safety for the City to purchase the helmets, plate carriers and rifle-rated hard armor plates for every Plano Police Officer; and

**WHEREAS**, upon full review and consideration of the expenditure, and all matters attendant and related thereto, the City Council is of the opinion that the expenditure should be ratified and approved, and the City Manager or his designee is authorized to execute any and all documents on behalf of the City of Plano for this purchase.

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

**SECTION I.** The City Council hereby finds and determines that the ratification of the expenditure of funds for the helmets, plate carriers and rifle-rated hard armor plates is in the best interests of the City of Plano and its citizens.

**SECTION II.** The expenditure of three-hundred sixty-two thousand two-hundred forty-six dollars and 50/100 dollars (\$362,246.50) for helmets, plate carriers and rifle-rated hard armor plates, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council, is hereby ratified and execution of all necessary documents to effectuate same by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED THE 8<sup>TH</sup> DAY OF AUGUST, 2016.**

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

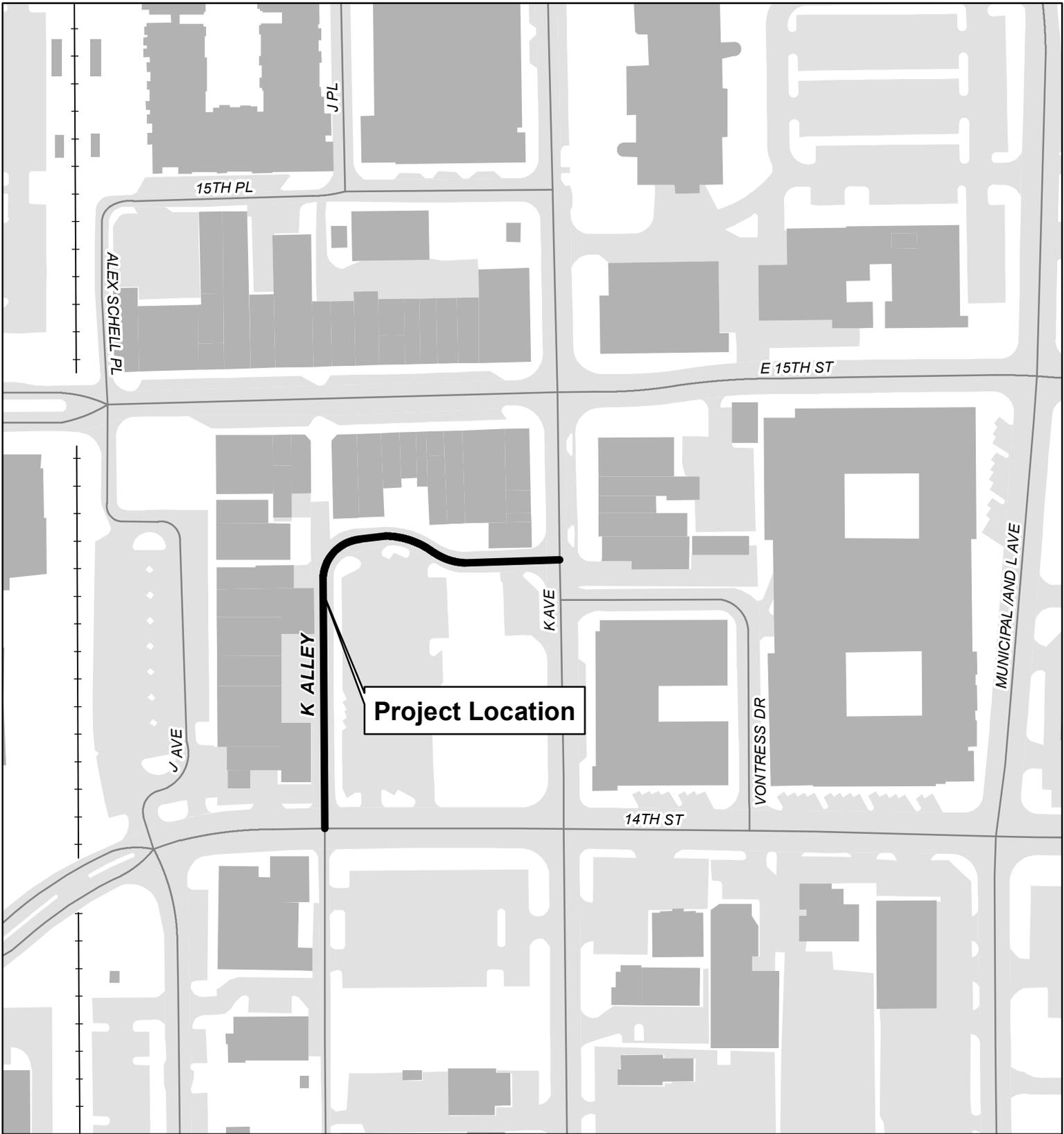
ATTEST:

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

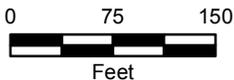
APPROVED AS TO FORM:

\_\_\_\_\_  
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:		8/08/16			
Department:	Engineering				
Department Head	Caleb Thornhill				
Agenda Coordinator (include phone #):    Kathleen Schonne X-7198					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14th Street and K Avenue to underground; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	10,361,383	0	<b>10,361,383</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-334,579	0	<b>-334,579</b>
BALANCE		0	10,026,804	0	<b>10,026,804</b>
<b>FUND(S):</b> TIF II FUND					
<p><b>COMMENTS:</b> Funding is available for this item in the TIF II Fund. An agreement to relocate utility lines underground, in the amount of \$334,579, will leave \$10,026,804 remaining in the TIF II Fund to support the redevelopment of Downtown Plano and other TIF objectives.</p> <p>STRATEGIC PLAN GOAL: Relocating overhead utility lines and placing them underground to improve neighborhood aesthetics relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The City has been working with Oncor to relocate a portion of the overhead facilities to underground and to rebuild of a portion of existing overhead facilities in the alley west of K Avenue starting south of 14th Street and then going north to the alley located behind the businesses on the south side of 15th Street and then east to K Avenue. This relocation is associated with an agreement the City has with Southern Land and their redevelopment of the former Municipal Center South property.</p> <p>Oncor has estimated the cost to be \$334,579 as identified in the attached Discretionary Service Agreement. This resolution authorizes the City Manager to execute the agreement.</p> <p><a href="https://www.google.com/maps/@33.01908,-96.6997644,19z">https://www.google.com/maps/@33.01908,-96.6997644,19z</a></p>					
List of Supporting Documents: Location Map, Resolution Discretionary Service Agreement			Other Departments, Boards, Commissions or Agencies: N/A		



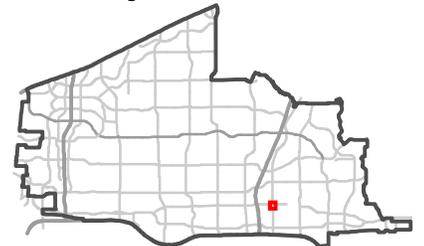
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City of Plano GIS Division  
June, 2016

## Alley Ways of 14th Street and K Avenue

### Project Location



**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14<sup>th</sup> Street and K Avenue to underground; 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 Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC providing for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14<sup>th</sup> Street and K Avenue to underground, 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** this the 8<sup>th</sup> day of August, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit "A"

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 # 3278863

Transaction ID: \_\_\_\_\_

This Discretionary Service Agreement ("Agreement") is made and entered into this 9th day of June, 2016, 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.

**DD2- Delivery Systems Facilities Relocation/Removal Charge**

Customer charge in the amount of \$334,579 is for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14th St and K Ave. Project involves the installation 2-3 ph risers, ug pri in pvc conduits, a switchgear, 4 sec risers, ug sec in pvc conduits, 6 traffic bearing handholes, the replacement of 2 poles and the installation of 1 pole, and the removal of existing poles and wires.

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 ("PUC") 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 PUC ("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 PUC 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 PUC 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 PUC 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, LLC  
7309 Frankford Rd.  
Dallas, Texas 75252  
Attn: Steve Walker



**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 2 of 2

(b) If to Customer:  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
Attn: Michael Martin

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  
Attn: Michael Martin

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

Steve Walker  
Printed Name

\_\_\_\_\_  
Printed Name

Project Manager  
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:		8/8/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) regarding the acquisition of 2016 six-inch orthophotography for the Planning Department; and authorizing the City Manager or his designee to execute all necessary documents.				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	182,263	0	<b>182,263</b>
Encumbered/Expended Amount	0	-126,507	0	<b>-126,507</b>
This Item	0	-15,048	0	<b>-15,048</b>
<b>BALANCE</b>	<b>0</b>	<b>40,708</b>	<b>0</b>	<b>40,708</b>
<b>FUND(S): MUNICIPAL DRAINAGE FUND</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Municipal Drainage Fund budget. Acquiring orthophotography through an interlocal agreement with NCTCOG, in the amount of \$15,048, will leave a current year balance of \$40,708 available to purchase further professional services for the municipal drainage system.</p> <p><b>STRATEGIC PLAN GOAL:</b> Partnering with NCTCOG to obtain accurate orthophotographic data of Plano's current development relates to the City's goals of Partnering for Community Benefit and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (City of Plano Contract No. 2016-0422-I)				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies N/A	

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) regarding the acquisition of 2016 six-inch orthophotography for the Planning Department; and authorizing the City Manager or his designee to execute all necessary documents.**

**WHEREAS**, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and the NCTCOG for the acquisition of 2016 six-inch orthophotography, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; 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 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 Interlocal 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 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** the 8th day of August, 2016.

---

Harry LaRosiliere, MAYOR

ATTEST:

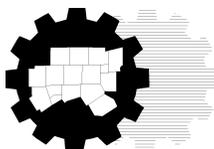
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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



**North Central Texas Council of Governments**

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND  
CITY OF PLANO**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) has an interest in assisting local governments in providing information for planning, engineering, public safety, and municipal management;

**WHEREAS**, the **CITY OF PLANO** (Entity), wishes to have its map-based information system include the 2016 digital orthophotography and/or LiDAR and contour data and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose;

**WHEREAS**, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can fulfill this need, and NCTCOG is willing to reciprocate; and

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code;

**WHEREAS**, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code;

**WHEREAS**, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services;

**WHEREAS**, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services;

**WHEREAS**, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

**I. LICENSE AGREEMENT**

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity

with respect to data products that are identified in section II. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to insure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

#### *A. Licensed Operating Environment*

- (1) Operating Equipment. In exchange for monetary consideration listed in section III, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

#### *B. Permitted Uses*

- (1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

## II. OBLIGATIONS

Upon delivery of the products, NCTCOG shall invoice the Entity for the stipulated amounts listed below.

Coverage Area: PLANO  
Square miles = 72.0  
Aerial Resolution = 6 inch

Product	Amount
2016 Orthophotography	\$15,048.00
2016 0.5m LiDAR	
2016 2' Contours	
2015 Project Total	\$15,048.00

You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number 9999 (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date  
**Fiscal Year 2016**

Payment Years

If a payment term has not been specified, please select **FY 2016**

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity had thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

## III. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity would also reimburse NCTCOG for staff time billed to the project up to termination at a rate of \$95.00/hour.

#### IV. MISCELLANEOUS

**Entirety of Agreement** The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

**Severability.** In the event that one or more 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 of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

**Assignment.** No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

**Immunity.** It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

**Non-appropriation of Funds.** In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

**Force Majeure.** The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**Certification.** The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**



5-6-2016

---

Mike Eastland  
Executive Director  
616 Six Flags Drive, Suite 200  
Arlington, Texas 76011

Date

**CITY OF PLANO**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

APPROVED AS TO FORM:

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**APPENDIX A**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

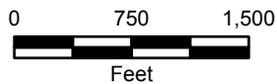
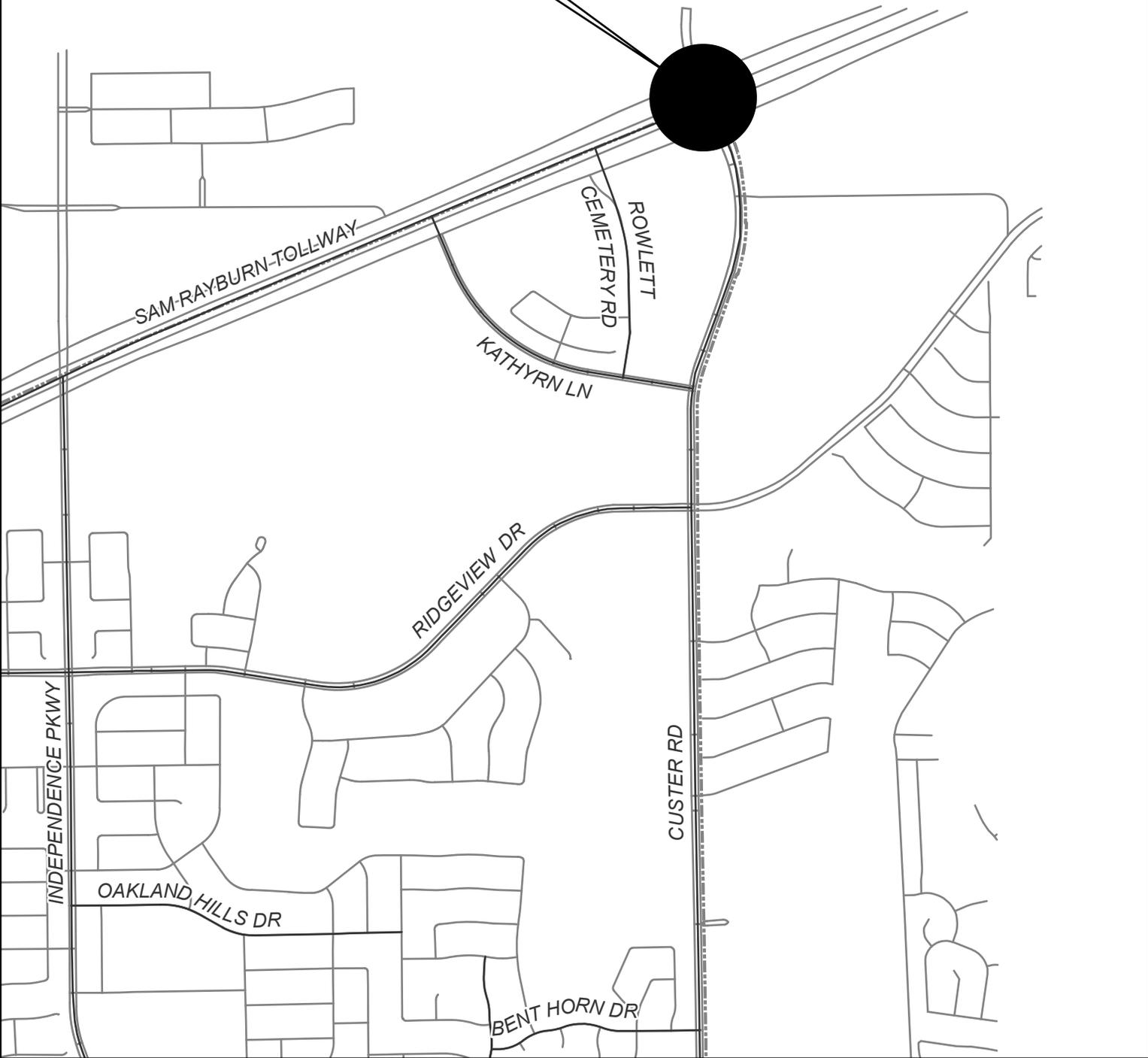
	MAIN CONTACT	ADDITIONAL CONTACT
Name:	Shelley Broyles	David Raybuck
Title:	GIS Project Coordinator	Chief Technology Officer
Department	Research and Information Services	Research and Information Services
Organization:	NCTCOG	NCTCOG
Street Address:	616 Six Flags Drive, Suite 200	616 Six Flags Drive, Suite 200
City, State, Zip	Arlington, Texas 76011	Arlington, Texas 76011
Phone/Fax:	(817) 695-9156   (817) 640-4428	(817) 608-2357   (817) 640-4428
E-mail:	sbroyles@nctcog.org	draybuck@nctcog.org



**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:		8/8/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6765</b>
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Frisco, Texas, for the construction of the Custer Road &amp; SH 121 Intersection Improvements project; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	200,000	<b>200,000</b>
Encumbered/Expended Amount	0	0	-25,748	<b>-25,748</b>
This Item	0	0	-92,000	<b>-92,000</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>82,252</b>	<b>82,252</b>
<b>FUND(S): STREET IMPROVEMENTS</b>				
<p><b>COMMENTS:</b> Funding for this item is expected in the 2016-17 Street Improvements CIP. This interlocal agreement with the City of Frisco, in an amount estimated to be \$92,000, will leave a project balance of \$82,252 available for this or other street improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Entering into an interlocal agreement with the City of Frisco to improve traffic flow and mobility in Plano and Collin County relates to the City's goals of Partnering for Community Benefit and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City of Frisco will arrange for the construction of the Custer Road &amp; SH 121 Intersection Improvements from SH 121 (SRT) to 250 feet south along Custer Road. All improvements shall be designed to meet or exceed the current City of Plano and TxDOT design standards and shall be constructed in accordance with the overall plans and specifications approved by Frisco. Plano agrees to fund the reasonable expenses of this project and estimates the cost to be \$92,000.</p>				
List of Supporting Documents: Location Map; Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies N/A	

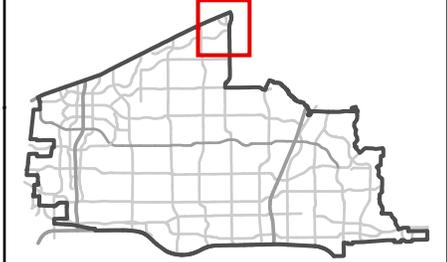
**Project Location**



City of Plano GIS Division  
July, 2016

**Custer Road & SH 121  
Intersection Improvements  
Project # 6765**

**Project Location**



**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Frisco, Texas, for the construction of the Custer Road & SH 121 Intersection Improvements project; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and City of Frisco, Texas, providing terms and conditions for the design and construction of the Custer Road & SH 121 Intersection Improvements project, 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 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 Interlocal Agreement between the City of Plano and the City of Frisco concerning the design and construction of the Custer Road & SH 121 Intersection Improvements, 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 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 8th day of August, 2016.

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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

**EXHIBIT "A"**

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF FRISCO AND THE CITY OF PLANO  
CONCERNING THE CONSTRUCTION OF  
CUSTER ROAD & SH 121 INTERSECTION IMPROVEMENTS  
CITY OF FRISCO PROJECT NO. 09125  
CITY OF PLANO CIP PROJECT NO. 6765**

**THIS AGREEMENT** is made and entered into by and between the City of Frisco, Texas ("Frisco"), a Home-Rule Municipal Corporation, and the City of Plano, Texas ("Plano"), a Home-Rule Municipal Corporation, as follows:

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

**WHEREAS**, Frisco and Plano are political subdivisions within the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, Frisco and Plano desire to enter into an agreement concerning Custer Road & SH 121 Intersection Improvements (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, Frisco and Plano have determined that the improvements to Custer Road may be constructed most economically by implementing this agreement; and

**WHEREAS**, Frisco and Plano have current funds available to satisfy any fees and costs required pursuant to this Agreement.

**NOW, THEREFORE**, this agreement is made and entered into by Frisco and Plano upon and for the mutual consideration of the recitals set forth above and terms and conditions below:

**WITNESSETH:**

**ARTICLE I.**

The City of Frisco shall arrange for the construction of the Custer Road & SH 121 Intersection Improvements project from SH 121 (SRT) to 250 feet south along Custer Road, hereinafter called the "Project", and as shown on Exhibit A. All improvements shall be designed to meet or exceed the current City of Plano and TxDOT design standards and shall be constructed in accordance with the plans and specifications approved by Frisco.

## ARTICLE II.

Plano shall prepare plans and specifications for the improvements. In all such activities, Plano shall comply with all state statutory requirements. Frisco shall administer the construction contract. Frisco shall provide Plano with a copy of the executed construction contract(s) for the Project.

## ARTICLE III.

Plano estimates the total actual cost of the project to be \$92,000. Plano agrees to fund an amount not to exceed \$92,000. Plano shall remit one hundred percent (100%) of this amount to Frisco within thirty (30) days after Frisco issues a Construction Change Order to the contractor and Frisco requests payment of Plano in writing to the Director of Engineering. If the cost of the project exceeds \$92,000, Frisco must seek approval of the additional costs from Plano. If Plano agrees that the additional costs are reasonable, Plano will pay the additional costs under the terms described above. If Plano does not agree that the costs are reasonable, Frisco will be responsible for the excess costs. The Director of Engineering will determine the reasonableness of the extra costs on behalf of Plano. Following completion of the Project, Frisco shall provide a final accounting of expenditures for the Project in writing to the Plano Director of Engineering within thirty (30) days of substantial completion of the Project. The "total cost of the Project" shall include construction and testing.

## ARTICLE IV.

Frisco and Plano agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

## ARTICLE V.

**INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

## ARTICLE VI.

**VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement

is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

#### ARTICLE VII.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

#### ARTICLE VIII.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

#### ARTICLE IX.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

#### ARTICLE X.

IMMUNITY. It is expressly understood and agreed that in the execution of this agreement neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

#### ARTICLE XI.

TERM AND TERMINATION. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period. The parties may, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this agreement, terminate further work under this Agreement, in whole or in part, by giving at least thirty (30) days prior written notice thereof to the other party.

#### ARTICLE XII.

NOTICE. Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or sent via certified mail to the other party at the following respective addresses:

Plano Representative:  
CITY OF PLANO  
Attn: Director of Engineering  
1520 K Avenue  
Plano, TX 75074

Frisco Representative:

With copy to:  
CITY OF PLANO  
Attn: City Attorney  
1520 K Avenue  
Plano, TX 75074

With copy to:

ARTICLE XIII.

AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION. The undersigned officer 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.

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Lisa C. Henderson  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Bruce D. Glasscock  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano,  
Texas, pursuant to City Council Resolution  
No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Paige Mims  
Title: City Attorney  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**CITY OF FRISCO, TEXAS**

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

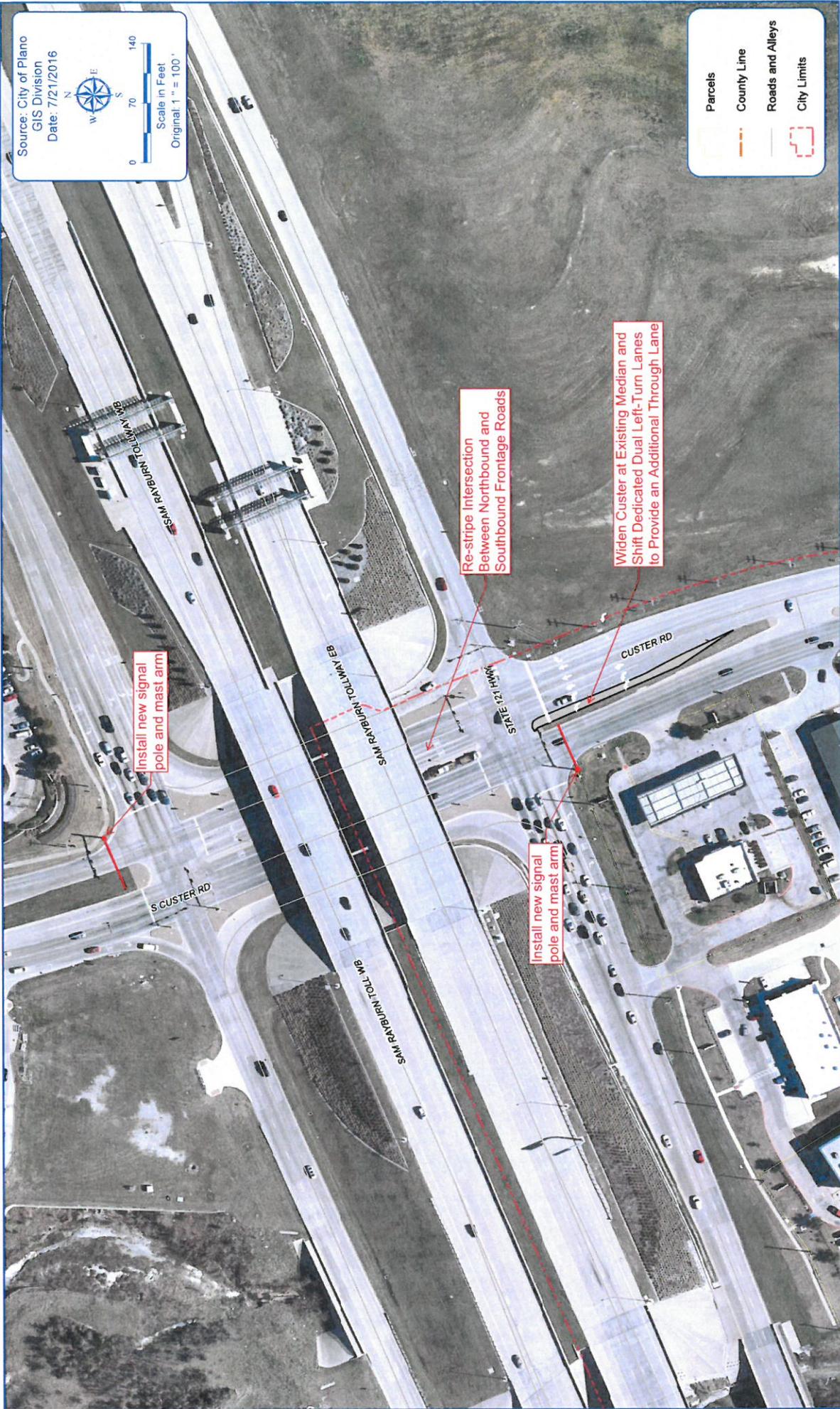
By: \_\_\_\_\_  
Name: George Purefoy  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Frisco,  
Texas, pursuant to City Council Resolution  
No. \_\_\_\_\_

Source: City of Plano  
 GIS Division  
 Date: 7/21/2016

Scale in Feet  
 Original 1" = 100'

Parcels  
 County Line  
 Roads and Alleys  
 City Limits



**CITY OF PLANO**  
 Custer Rd at 121 Intersection Improvements

Exhibit A

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone other than the City of Plano is at the user's own risk. The City of Plano does not warrant the accuracy of the information for any discrepancies, errors, or variances which may exist.





# 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:		8/8/2016		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
Public Hearing on the FY 2016-17 Recommended Budget and the FY 2016-17 Proposed Community Investment Program (CIP).				
<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>2016-17</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):</b> N/A				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A Public Hearing on the FY 2016-17 Recommended Budget and the FY 2016-17 Proposed Community Investment Program (CIP) relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is a required Public Hearing to consider the FY 2016-17 Recommended Budget and the Proposed FY 2016-17 Community Investment Program (CIP).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ag 213 Recommended Budget Public Hearing				



# 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:		8/8/16		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano accepting the Certified Appraisal Rolls for Fiscal Year 2016-17 for Collin County and Denton County, and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</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	160,147,986
BALANCE		0	0	160,147,986
<b>FUND(S):    GENERAL FUND, GENERAL OBLIGATION DEBT FUND, TIF</b>				
<p><b>COMMENTS:</b> The FY 2016-17 Certified Appraisal Rolls will generate revenues of approximately \$160,147,986 at the proposed rate of 47.86 cents per \$100 of assessed property value. This amount has been included in the FY 2016-17 Recommended Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Accepting the Certified Appraisal Rolls relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
FY 2016-17 Certified Appraisal Rolls for Collin County and Denton County				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Collin County Certification Collin County Central Appraisal District - 2016 Certified Totals Denton County Certification Denton County Appraisal District 2016 Certified Totals				

**A Resolution of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2016-17 for Collin County and Denton County; and providing an effective date.**

**WHEREAS**, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised assessed and taxable values of all property and the total taxable value of the new property to the City Council; and

**WHEREAS**, the certification of the 2016 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

**WHEREAS**, the calculation of the 2016 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

**WHEREAS**, the certification of the 2016 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

**WHEREAS**, the calculation of the 2016 Denton County certified total value, including the value of new property is attached hereto as Exhibit "D," and

**WHEREAS**, upon review of the Certified Appraisal Rolls of Collin County and Denton County and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Rolls of Collin County and Denton County for the Fiscal Year of 2016-17 should be accepted.

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

**Section I.** The Certified Appraisal Rolls for Collin County and Denton County for the Fiscal Year 2016-17, as submitted by the City Tax Assessors/Collector, are hereby accepted.

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

**DULY PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF AUGUST, 2016.**

---

Harry LaRosiliere, **MAYOR**

**ATTEST:**

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Lisa C. Henderson, CITY SECRETARY

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Paige Mims, CITY ATTORNEY



# Collin Central Appraisal District

## PROPERTY TAX CODE, SECTION 26.01(a)

### CERTIFICATION OF 2016 APPRAISAL ROLL

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the Certified Appraisal Roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2016 Certified Totals".

  
\_\_\_\_\_  
Signature of Chief Appraiser

July 19, 2016  
\_\_\_\_\_  
Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 15, 2016.

## PROPERTY TAX CODE, SECTION 26.01(c)

### CERTIFICATION OF 2016 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY but NOT included on the Certified Appraisal Roll for PLANO CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within PLANO CITY were completed by July 15, 2016 and included in the Certified Roll listed above.

  
\_\_\_\_\_  
Signature of Chief Appraiser

July 19, 2016  
\_\_\_\_\_  
Date

\*NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2016 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)

Rev. 2015.07

# 2016 CERTIFIED TOTALS

Property Count: 87,639

CPL - PLANO CITY  
ARB Approved Totals

7/20/2016 9:21:14AM

Land		Value			
Homesite:		4,895,674,487			
Non Homesite:		4,569,780,741			
Ag Market:		550,255,984			
Timber Market:		0	<b>Total Land</b>	(+)	10,015,711,212
Improvement		Value			
Homesite:		16,251,165,033			
Non Homesite:		12,331,887,626	<b>Total Improvements</b>	(+)	28,583,052,659
Non Real		Count	Value		
Personal Property:	11,565		3,535,953,907		
Mineral Property:	0		0		
Autos:	0		0		
			<b>Total Non Real</b>	(+)	3,535,953,907
			<b>Market Value</b>	=	42,134,717,778
Ag		Non Exempt	Exempt		
Total Productivity Market:	550,255,984		0		
Ag Use:	274,217		0	<b>Productivity Loss</b>	(-) 549,981,767
Timber Use:	0		0	<b>Appraised Value</b>	= 41,584,736,011
Productivity Loss:	549,981,767		0	<b>Homestead Cap</b>	(-) 743,950,923
				<b>Assessed Value</b>	= 40,840,785,088
				<b>Total Exemptions Amount</b>	(-) 8,056,371,079
				<b>(Breakdown on Next Page)</b>	
				<b>Net Taxable</b>	= 32,784,414,009

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	216,067,429	129,769,342	471,313.78	484,502.63	895		
DPS	2,361,051	1,471,413	3,881.17	4,788.53	12		
OV65	3,806,127,618	2,441,316,164	9,222,601.88	9,285,914.90	13,561		
<b>Total</b>	<b>4,024,556,098</b>	<b>2,572,556,919</b>	<b>9,697,796.83</b>	<b>9,775,206.06</b>	<b>14,468</b>	<b>Freeze Taxable</b>	(-) 2,572,556,919
<b>Tax Rate</b>	0.488600						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	431,289	305,031	235,394	69,637	1		
OV65	4,697,631	3,591,011	3,126,713	464,298	8		
<b>Total</b>	<b>5,128,920</b>	<b>3,896,042</b>	<b>3,362,107</b>	<b>533,935</b>	<b>9</b>	<b>Transfer Adjustment</b>	(-) 533,935
						<b>Freeze Adjusted Taxable</b>	= 30,211,323,155

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 157,310,321.77 = 30,211,323,155 \* (0.488600 / 100) + 9,697,796.83

**2016 CERTIFIED TOTALS**

Property Count: 87,639

CPL - PLANO CITY  
ARB Approved Totals

7/20/2016

9:21:24AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	46	358,046,636	0	358,046,636
CHODO	1	11,020,833	0	11,020,833
DP	908	34,827,200	0	34,827,200
DPS	12	0	0	0
DV1	272	0	2,483,000	2,483,000
DV1S	17	0	85,000	85,000
DV2	140	0	1,312,500	1,312,500
DV2S	4	0	30,000	30,000
DV3	93	0	910,000	910,000
DV3S	3	0	30,000	30,000
DV4	215	0	1,374,000	1,374,000
DV4S	56	0	546,000	546,000
DVHS	158	0	39,434,591	39,434,591
DVHSS	14	0	3,031,152	3,031,152
EX-XD	6	0	325,776	325,776
EX-XG	2	0	506,407	506,407
EX-XI	2	0	2,635,716	2,635,716
EX-XJ	15	0	91,460,217	91,460,217
EX-XL	4	0	1,746,870	1,746,870
EX-XU	4	0	478,988	478,988
EX-XV	1,782	0	2,938,422,672	2,938,422,672
EX-XV (Prorated)	11	0	1,891,743	1,891,743
EX366	411	0	106,695	106,695
FR	69	268,042,454	0	268,042,454
HS	53,412	3,437,845,820	0	3,437,845,820
HT	70	9,593,523	0	9,593,523
LIH	2	0	6,422,534	6,422,534
LVE	60	266,339,338	0	266,339,338
OV65	14,501	571,375,945	0	571,375,945
OV65S	97	3,880,000	0	3,880,000
PC	33	1,826,694	0	1,826,694
PPV	20	190,044	0	190,044
SO	6	148,731	0	148,731
<b>Totals</b>		<b>4,963,137,218</b>	<b>3,093,233,861</b>	<b>8,056,371,079</b>

## 2016 CERTIFIED TOTALS

Property Count: 2,298

CPL - PLANO CITY  
Under ARB Review Totals

7/20/2016 9:21:14AM

Land			Value			
Homesite:			181,432,067			
Non Homesite:			66,244,807			
Ag Market:			25,471,359			
Timber Market:			0	<b>Total Land</b>	(+)	
					273,148,233	
Improvement			Value			
Homesite:			623,108,649			
Non Homesite:			23,269,479	<b>Total Improvements</b>	(+)	
					646,378,128	
Non Real	Count			Value		
Personal Property:	45		27,961,960			
Mineral Property:	0		0			
Autos:	0		0	<b>Total Non Real</b>	(+)	
					27,961,960	
				<b>Market Value</b>	=	
					947,488,321	
Ag	Non Exempt			Exempt		
Total Productivity Market:	25,471,359		0			
Ag Use:	11,430		0	<b>Productivity Loss</b>	(-)	
Timber Use:	0		0		25,459,929	
Productivity Loss:	25,459,929		0	<b>Appraised Value</b>	=	
					922,028,392	
				<b>Homestead Cap</b>	(-)	
					26,321,388	
				<b>Assessed Value</b>	=	
					895,707,004	
				<b>Total Exemptions Amount</b>	(-)	
				<b>(Breakdown on Next Page)</b>	143,452,412	
				<b>Net Taxable</b>	=	
					752,254,592	

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	3,234,757	2,013,080	7,817.42	7,817.42	13		
DPS	235,421	185,014	836.56	836.56	1		
OV65	51,724,691	34,177,812	137,562.94	137,566.12	164		
<b>Total</b>	<b>55,194,869</b>	<b>36,375,906</b>	<b>146,216.92</b>	<b>146,220.10</b>	<b>178</b>	<b>Freeze Taxable</b>	(-)
<b>Tax Rate</b>	<b>0.488600</b>						<b>36,375,906</b>
						<b>Freeze Adjusted Taxable</b>	=
							<b>715,878,686</b>

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 3,644,000.18 = 715,878,686 \* (0.488600 / 100) + 146,216.92

**2016 CERTIFIED TOTALS**

Property Count: 2,298

CPL - PLANO CITY  
Under ARB Review Totals

7/20/2016

9:21:24AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
DP	13	500,000	0	500,000
DPS	1	0	0	0
DV1	5	0	32,000	32,000
DV2	5	0	42,000	42,000
DV3	2	0	22,000	22,000
DV4	4	0	48,000	48,000
FR	1	1,431,263	0	1,431,263
HS	1,667	133,096,113	0	133,096,113
HT	2	330,989	0	330,989
OV65	200	7,946,400	0	7,946,400
SO	1	3,647	0	3,647
<b>Totals</b>		<b>143,308,412</b>	<b>144,000</b>	<b>143,452,412</b>

**2016 CERTIFIED TOTALS**

CPL - PLANO CITY

Property Count: 89,937

Grand Totals

7/20/2016

9:21:14AM

Land		Value			
Homesite:		5,077,106,554			
Non Homesite:		4,636,025,548			
Ag Market:		575,727,343			
Timber Market:		0		<b>Total Land</b>	(+) 10,288,859,445
Improvement		Value			
Homesite:		16,874,273,682		<b>Total Improvements</b>	(+) 29,229,430,787
Non Homesite:		12,355,157,105			
Non Real		Count	Value		
Personal Property:		11,610	3,563,915,867		
Mineral Property:		0	0	<b>Total Non Real</b>	(+) 3,563,915,867
Autos:		0	0	<b>Market Value</b>	= 43,082,206,099
Ag	Non Exempt	Exempt			
Total Productivity Market:	575,727,343	0		<b>Productivity Loss</b>	(-) 575,441,696
Ag Use:	285,647	0		<b>Appraised Value</b>	= 42,506,764,403
Timber Use:	0	0		<b>Homestead Cap</b>	(-) 770,272,311
Productivity Loss:	575,441,696	0		<b>Assessed Value</b>	= 41,736,492,092
				<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 8,199,823,491
				<b>Net Taxable</b>	= 33,536,668,601

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	219,302,186	131,782,422	479,131.20	492,320.05	908		
DPS	2,596,472	1,656,427	4,717.73	5,625.09	13		
OV65	3,857,852,309	2,475,493,976	9,360,164.82	9,423,481.02	13,725		
<b>Total</b>	<b>4,079,750,967</b>	<b>2,608,932,825</b>	<b>9,844,013.75</b>	<b>9,921,426.16</b>	<b>14,646</b>	<b>Freeze Taxable</b>	(-) 2,608,932,825
<b>Tax Rate</b>	0.488600						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	431,289	305,031	235,394	69,637	1		
OV65	4,697,631	3,591,011	3,126,713	464,298	8		
<b>Total</b>	<b>5,128,920</b>	<b>3,896,042</b>	<b>3,362,107</b>	<b>533,935</b>	<b>9</b>	<b>Transfer Adjustment</b>	(-) 533,935
						<b>Freeze Adjusted Taxable</b>	= 30,927,201,841

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 160,954,321.95 = 30,927,201,841 \* (0.488600 / 100) + 9,844,013.75

**2016 CERTIFIED TOTALS**

Property Count: 89,937

CPL - PLANO CITY  
Grand Totals

7/20/2016

9:21:24AM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	46	358,046,636	0	358,046,636
CHODO	1	11,020,833	0	11,020,833
DP	921	35,327,200	0	35,327,200
DPS	13	0	0	0
DV1	277	0	2,515,000	2,515,000
DV1S	17	0	85,000	85,000
DV2	145	0	1,354,500	1,354,500
DV2S	4	0	30,000	30,000
DV3	95	0	932,000	932,000
DV3S	3	0	30,000	30,000
DV4	219	0	1,422,000	1,422,000
DV4S	56	0	546,000	546,000
DVHS	158	0	39,434,591	39,434,591
DVHSS	14	0	3,031,152	3,031,152
EX-XD	6	0	325,776	325,776
EX-XG	2	0	506,407	506,407
EX-XI	2	0	2,635,716	2,635,716
EX-XJ	15	0	91,460,217	91,460,217
EX-XL	4	0	1,746,870	1,746,870
EX-XU	4	0	478,988	478,988
EX-XV	1,782	0	2,938,422,672	2,938,422,672
EX-XV (Prorated)	11	0	1,891,743	1,891,743
EX366	411	0	106,695	106,695
FR	70	269,473,717	0	269,473,717
HS	55,079	3,570,941,933	0	3,570,941,933
HT	72	9,924,512	0	9,924,512
LIH	2	0	6,422,534	6,422,534
LVE	60	266,339,338	0	266,339,338
OV65	14,701	579,322,345	0	579,322,345
OV65S	97	3,880,000	0	3,880,000
PC	33	1,826,694	0	1,826,694
PPV	20	190,044	0	190,044
SO	7	152,378	0	152,378
<b>Totals</b>		<b>5,106,445,630</b>	<b>3,093,377,861</b>	<b>8,199,823,491</b>

**2016 CERTIFIED TOTALS**

Property Count: 87,639

CPL - PLANO CITY  
ARB Approved Totals

7/20/2016

9:21:24AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	68,938		\$125,483,772	\$20,953,747,773
B	Multi-Family Residential	1,059		\$177,804,470	\$3,395,121,440
C1	Vacant Lots and Tracts	547		\$0	\$243,372,108
D1	Qualified Open-Space Land	148	1,783.9992	\$0	\$550,255,984
D2	Improvements on Qualified Open-Space Lan	14		\$0	\$720,966
E	Rural Land, Non Qualified Open-Space Land,	134	802.1351	\$395,932	\$162,464,396
F1	Commercial Real Property	2,260		\$404,338,222	\$8,827,838,958
F2	Industrial and Manufacturing Real Property	312		\$8,676,041	\$1,306,323,711
J2	Gas Distribution Systems	3		\$0	\$30,566,571
J3	Electric Companies and Co-Ops	52		\$0	\$216,125,384
J4	Telephone Companies and Co-Ops	136		\$0	\$165,826,827
J5	Railroads	13		\$0	\$1,114,140
J6	Pipelines	2		\$0	\$198,691
J7	Cable Television Companies	3		\$0	\$4,262,744
L1	Commercial Personal Property	10,660		\$17,625,256	\$2,650,497,608
L2	Industrial and Manufacturing Personal Propert	44		\$0	\$69,417,896
M1	Tangible Personal Mobile Homes	388		\$185,850	\$4,477,585
O	Residential Real Property Inventory	821		\$28,222,102	\$95,079,403
S	Special Personal Property Inventory	106		\$0	\$135,757,759
X	Totally Exempt Property	2,318		\$14,884,474	\$3,321,547,834
	<b>Totals</b>		2,586.1343	\$777,616,119	\$42,134,717,778

**2016 CERTIFIED TOTALS**

Property Count: 2,298

CPL - PLANO CITY  
Under ARB Review Totals

7/20/2016

9:21:24AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	2,169		\$3,504,764	\$799,480,538
B	Multi-Family Residential	27		\$0	\$5,189,455
C1	Vacant Lots and Tracts	8		\$0	\$1,538,460
D1	Qualified Open-Space Land	15	99.3784	\$0	\$25,471,359
D2	Improvements on Qualified Open-Space Lan	4		\$0	\$12,388
E	Rural Land, Non Qualified Open-Space Land,	3	77.8820	\$0	\$51,729,290
F1	Commercial Real Property	29		\$954,619	\$34,575,375
F2	Industrial and Manufacturing Real Property	1		\$0	\$444,918
J3	Electric Companies and Co-Ops	1		\$0	\$422,423
L1	Commercial Personal Property	45		\$0	\$27,961,960
O	Residential Real Property Inventory	1		\$456,755	\$662,155
	<b>Totals</b>		177.2604	\$4,916,138	\$947,488,321

**2016 CERTIFIED TOTALS**

Property Count: 89,937

CPL - PLANO CITY  
Grand Totals

7/20/2016 9:21:24AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	71,107		\$128,988,536	\$21,753,228,311
B	Multi-Family Residential	1,086		\$177,804,470	\$3,400,310,895
C1	Vacant Lots and Tracts	555		\$0	\$244,910,568
D1	Qualified Open-Space Land	163	1,883.3776	\$0	\$575,727,343
D2	Improvements on Qualified Open-Space Lan	18		\$0	\$733,354
E	Rural Land, Non Qualified Open-Space Land,	137	880.0171	\$395,932	\$214,193,686
F1	Commercial Real Property	2,289		\$405,292,841	\$8,862,414,333
F2	Industrial and Manufacturing Real Property	313		\$8,676,041	\$1,306,768,629
J2	Gas Distribution Systems	3		\$0	\$30,566,571
J3	Electric Companies and Co-Ops	53		\$0	\$216,547,807
J4	Telephone Companies and Co-Ops	136		\$0	\$165,826,827
J5	Railroads	13		\$0	\$1,114,140
J6	Pipelines	2		\$0	\$198,691
J7	Cable Television Companies	3		\$0	\$4,262,744
L1	Commercial Personal Property	10,705		\$17,625,256	\$2,678,459,568
L2	Industrial and Manufacturing Personal Propert	44		\$0	\$69,417,896
M1	Tangible Personal Mobile Homes	388		\$185,850	\$4,477,585
O	Residential Real Property Inventory	822		\$28,678,857	\$95,741,558
S	Special Personal Property Inventory	106		\$0	\$135,757,759
X	Totally Exempt Property	2,318		\$14,884,474	\$3,321,547,834
	<b>Totals</b>		2,763.3947	\$782,532,257	\$43,082,206,099

**2016 CERTIFIED TOTALS**

Property Count: 89,937

CPL - PLANO CITY  
Effective Rate Assumption

7/20/2016 9:21:24AM

**New Value**

TOTAL NEW VALUE MARKET:	<b>\$782,532,257</b>
TOTAL NEW VALUE TAXABLE:	<b>\$738,185,741</b>

**New Exemptions**

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	6	2015 Market Value	\$187,477
EX-XJ	11.21 Private schools	1	2015 Market Value	\$0
EX-XL	11.231 Organizations Providing Economic Deve	4	2015 Market Value	\$1,512,070
EX-XV	Other Exemptions (including public, religious, c	58	2015 Market Value	\$6,189,604
EX366	House Bill 366 - Under \$500	126	2015 Market Value	\$74,418
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$7,963,569</b>

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	10	\$400,000
DPS	Disabled Person Surviving Spouse	2	\$0
DV1	Disabled Veterans 10% - 29%	3	\$15,000
DV1S	Disabled Veterans Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veterans 30% - 49%	2	\$15,000
DV3	Disabled Veterans 50% - 69%	11	\$102,000
DV4	Disabled Veterans 70% - 100%	24	\$252,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	1	\$12,000
DVHS	Disabled Veteran Homestead	4	\$580,688
HS	Homestead	1,056	\$70,888,910
OV65	Over-65	1,003	\$39,920,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>\$112,190,598</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$120,154,167</b>

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
<b>INCREASED EXEMPTIONS VALUE LOSS</b>			
<b>TOTAL EXEMPTIONS VALUE LOSS</b>			<b>\$120,154,167</b>

**New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value**

## Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
54,739	\$326,099	\$79,090	\$247,009

## Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
54,723	\$326,057	\$79,072	\$246,985

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
2,298	\$947,488,321.00	\$641,617,595

**2016 CERTIFIED TOTALS**

TP2 - PLANO TIF #2 (Base 1999-24)

7/20/2016 12:42:32PM

Property Count: 768

ARB Approved Totals

<b>Land</b>		<b>Value</b>			
Homesite:		7,499,660			
Non Homesite:		225,640,551			
Ag Market:		4,468,096			
Timber Market:		0	<b>Total Land</b>	(+)	237,608,307
<b>Improvement</b>		<b>Value</b>			
Homesite:		14,992,782			
Non Homesite:		502,306,433	<b>Total Improvements</b>	(+)	517,299,215
<b>Non Real</b>		<b>Count</b>	<b>Value</b>		
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	<b>Total Non Real</b>	(+)	0
			<b>Market Value</b>	=	754,907,522
<b>Ag</b>		<b>Non Exempt</b>	<b>Exempt</b>		
Total Productivity Market:	4,468,096	0			
Ag Use:	1,922	0	<b>Productivity Loss</b>	(-)	4,466,174
Timber Use:	0	0	<b>Appraised Value</b>	=	750,441,348
Productivity Loss:	4,466,174	0			
			<b>Homestead Cap</b>	(-)	306,941
			<b>Assessed Value</b>	=	750,134,407
			<b>Total Exemptions Amount</b>	(-)	133,263,374
			<b>(Breakdown on Next Page)</b>		
			<b>Net Taxable</b>	=	616,871,033

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 616,871,033 \* (0.000000 / 100)

### 2016 CERTIFIED TOTALS

Property Count: 768

TP2 - PLANO TIF #2 (Base 1999-24)  
ARB Approved Totals

7/20/2016

12:42:42PM

#### Exemption Breakdown

Exemption	Count	Local	State	Total
EX-XL	1	0	590,906	590,906
EX-XU	2	0	424,344	424,344
EX-XV	134	0	132,130,908	132,130,908
EX-XV (Prorated)	1	0	117,216	117,216
<b>Totals</b>		<b>0</b>	<b>133,263,374</b>	<b>133,263,374</b>

**2016 CERTIFIED TOTALS**TP2 - PLANO TIF #2 (Base 1999-24)  
Under ARB Review Totals

7/20/2016 12:42:32PM

Property Count: 10

<b>Land</b>		<b>Value</b>		
Homesite:		266,261		
Non Homesite:		1,909,769		
Ag Market:		0		
Timber Market:		0		
			<b>Total Land</b>	(+) 2,176,030
<b>Improvement</b>		<b>Value</b>		
Homesite:		32,994		
Non Homesite:		1,349,997		
			<b>Total Improvements</b>	(+) 1,382,991
<b>Non Real</b>		<b>Count</b>	<b>Value</b>	
Personal Property:	0		0	
Mineral Property:	0		0	
Autos:	0		0	
			<b>Total Non Real</b>	(+) 0
			<b>Market Value</b>	= 3,559,021
<b>Ag</b>		<b>Non Exempt</b>	<b>Exempt</b>	
Total Productivity Market:	0		0	
Ag Use:	0		0	<b>Productivity Loss</b> (-) 0
Timber Use:	0		0	<b>Appraised Value</b> = 3,559,021
Productivity Loss:	0		0	<b>Homestead Cap</b> (-) 0
				<b>Assessed Value</b> = 3,559,021
				<b>Total Exemptions Amount</b> (-) 0 (Breakdown on Next Page)
			<b>Net Taxable</b>	= 3,559,021

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 3,559,021 \* (0.000000 / 100)

# 2016 CERTIFIED TOTALS

TP2 - PLANO TIF #2 (Base 1999-24)

7/20/2016

12:42:42PM

## Exemption Breakdown

Exemption	Count	Local	State	Total
	Totals			

# 2016 CERTIFIED TOTALS

Property Count: 778

TP2 - PLANO TIF #2 (Base 1999-24)  
Grand Totals

7/20/2016 12:42:32PM

Land		Value		
Homesite:		7,765,921		
Non Homesite:		227,550,320		
Ag Market:		4,468,096		
Timber Market:		0	<b>Total Land</b>	(+) 239,784,337
Improvement		Value		
Homesite:		15,025,776		
Non Homesite:		503,656,430	<b>Total Improvements</b>	(+) 518,682,206
Non Real		Count	Value	
Personal Property:	0	0		
Mineral Property:	0	0		
Autos:	0	0	<b>Total Non Real</b>	(+) 0
			<b>Market Value</b>	= 758,466,543
Ag		Non Exempt	Exempt	
Total Productivity Market:	4,468,096	0		
Ag Use:	1,922	0	<b>Productivity Loss</b>	(-) 4,466,174
Timber Use:	0	0	<b>Appraised Value</b>	= 754,000,369
Productivity Loss:	4,466,174	0		
			<b>Homestead Cap</b>	(-) 306,941
			<b>Assessed Value</b>	= 753,693,428
			<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-) 133,263,374
			<b>Net Taxable</b>	= 620,430,054

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
0.00 = 620,430,054 \* (0.000000 / 100)

## 2016 CERTIFIED TOTALS

Property Count: 778

TP2 - PLANO TIF #2 (Base 1999-24)  
Grand Totals

7/20/2016 12:42:42PM

### Exemption Breakdown

Exemption	Count	Local	State	Total
EX-XL	1	0	590,906	590,906
EX-XU	2	0	424,344	424,344
EX-XV	134	0	132,130,908	132,130,908
EX-XV (Prorated)	1	0	117,216	117,216
<b>Totals</b>		<b>0</b>	<b>133,263,374</b>	<b>133,263,374</b>

**2016 CERTIFIED TOTALS**TP2 - PLANO TIF #2 (Base 1999-24)  
ARB Approved Totals

7/20/2016 12:42:42PM

Property Count: 768

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	130		\$0	\$18,669,704
B	Multi-Family Residential	16		\$52,658,610	\$143,509,405
C1	Vacant Lots and Tracts	143		\$0	\$12,331,382
D1	Qualified Open-Space Land	4	11.3719	\$0	\$4,468,096
E	Rural Land, Non Qualified Open-Space Land,	2	1.8260	\$0	\$626,109
F1	Commercial Real Property	268		\$1,019,562	\$342,299,672
F2	Industrial and Manufacturing Real Property	67		\$0	\$98,384,221
J2	Gas Distribution Systems	1		\$0	\$34,031
J3	Electric Companies and Co-Ops	2		\$0	\$58,163
J4	Telephone Companies and Co-Ops	2		\$0	\$1,241,365
J5	Railroads	2		\$0	\$0
O	Residential Real Property Inventory	1		\$0	\$22,000
X	Totally Exempt Property	138		\$0	\$133,263,374
	<b>Totals</b>		13.1979	\$53,678,172	\$754,907,522

**2016 CERTIFIED TOTALS**

Property Count: 10

TP2 - PLANO TIF #2 (Base 1999-24)  
Under ARB Review Totals

7/20/2016 12:42:42PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
C1	Vacant Lots and Tracts	2		\$0	\$251,168
F1	Commercial Real Property	7		\$23,090	\$2,862,935
F2	Industrial and Manufacturing Real Property	1		\$0	\$444,918
	<b>Totals</b>		0.0000	\$23,090	\$3,559,021

**2016 CERTIFIED TOTALS**

Property Count: 778

TP2 - PLANO TIF #2 (Base 1999-24)  
Grand Totals

7/20/2016

12:42:42PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	130		\$0	\$18,669,704
B	Multi-Family Residential	16		\$52,658,610	\$143,509,405
C1	Vacant Lots and Tracts	145		\$0	\$12,582,550
D1	Qualified Open-Space Land	4	11.3719	\$0	\$4,468,096
E	Rural Land, Non Qualified Open-Space Land,	2	1.8260	\$0	\$626,109
F1	Commercial Real Property	275		\$1,042,652	\$345,162,607
F2	Industrial and Manufacturing Real Property	68		\$0	\$98,829,139
J2	Gas Distribution Systems	1		\$0	\$34,031
J3	Electric Companies and Co-Ops	2		\$0	\$58,163
J4	Telephone Companies and Co-Ops	2		\$0	\$1,241,365
J5	Railroads	2		\$0	\$0
O	Residential Real Property Inventory	1		\$0	\$22,000
X	Totally Exempt Property	138		\$0	\$133,263,374
	<b>Totals</b>		13.1979	\$53,701,262	\$758,466,543

**2016 CERTIFIED TOTALS**

Property Count: 778

TP2 - PLANO TIF #2 (Base 1999-24)

Effective Rate Assumption

7/20/2016 12:42:42PM

**New Value**

TOTAL NEW VALUE MARKET:	\$53,701,262
TOTAL NEW VALUE TAXABLE:	\$53,701,262

**New Exemptions**

Exemption	Description	Count		
EX-XL	11.231 Organizations Providing Economic Deve	1	2015 Market Value	\$590,906
EX-XV	Other Exemptions (including public, religious, c	3	2015 Market Value	\$97,000
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$687,906</b>

Exemption	Description	Count	Exemption Amount
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$687,906</b>

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
<b>INCREASED EXEMPTIONS VALUE LOSS</b>			

<b>TOTAL EXEMPTIONS VALUE LOSS</b>	<b>\$687,906</b>
------------------------------------	------------------

**New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value**

## Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
58	\$154,194	\$5,292	\$148,902

## Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
58	\$154,194	\$5,292	\$148,902

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
10	\$3,559,021.00	\$2,350,373

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS  
FOR 2016

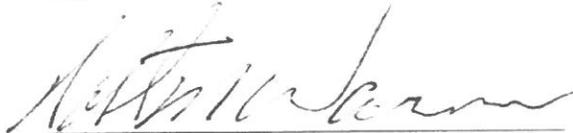
On July 15, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2016.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 15, 2016

A handwritten signature in black ink, appearing to read "Robert Warner", written over a horizontal line.

Robert Warner

CHAIRPERSON APPRAISAL REVIEW BOARD

CERTIFICATION OF 2016 ROLL

July 22, 2016

“I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, CHIEF APPRAISER  
DENTON CENTRAL APPRAISAL DISTRICT



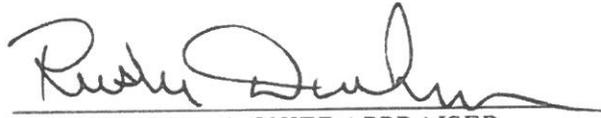
BEATRICE CHAMBERS  
NOTARY PUBLIC  
EXPIRES:02-08-2019



CERTIFICATION OF 2016 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 22, 2016

“I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law.”



RUDY DURHAM, CHIEF APPRAISER  
DENTON CENTRAL APPRAISAL DISTRICT



BEATRICE CHAMBERS  
NOTARY PUBLIC  
EXPIRES: 02-08-2019



**2016 CERTIFIED TOTALS**

Property Count: 2,298

C29 - PLANO CITY OF  
ARB Approved Totals

7/16/2016 6:21:16PM

Land		Value		
Homesite:		252,440,643		
Non Homesite:		161,782,931		
Ag Market:		18,914,270		
Timber Market:		0	<b>Total Land</b>	(+) 433,137,844
Improvement		Value		
Homesite:		768,419,704		
Non Homesite:		89,056,287	<b>Total Improvements</b>	(+) 857,475,991
Non Real		Count	Value	
Personal Property:	107		34,661,198	
Mineral Property:	0		0	
Autos:	0		0	
			<b>Total Non Real</b>	(+) 34,661,198
			<b>Market Value</b>	= 1,325,275,033
Ag		Non Exempt	Exempt	
Total Productivity Market:	18,914,270		0	
Ag Use:	380,495		0	<b>Productivity Loss</b> (-) 18,533,775
Timber Use:	0		0	<b>Appraised Value</b> = 1,306,741,258
Productivity Loss:	18,533,775		0	
			<b>Homestead Cap</b>	(-) 18,505,030
			<b>Assessed Value</b>	= 1,288,236,228
			<b>Total Exemptions Amount</b>	(-) 273,148,563
			(Breakdown on Next Page)	
			<b>Net Taxable</b>	= 1,015,087,665

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	4,417,823	3,070,706	12,904.78	13,107.38	11	
OV65	220,111,411	153,337,173	618,930.28	625,897.27	509	
<b>Total</b>	<b>224,529,234</b>	<b>156,407,879</b>	<b>631,835.06</b>	<b>639,004.65</b>	<b>520</b>	<b>Freeze Taxable</b> (-) 156,407,879
<b>Tax Rate</b>	<b>0.488600</b>					
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count	
OV65	4,003,265	3,082,611	2,934,753	147,858	3	
<b>Total</b>	<b>4,003,265</b>	<b>3,082,611</b>	<b>2,934,753</b>	<b>147,858</b>	<b>3</b>	<b>Transfer Adjustment</b> (-) 147,858
						<b>Freeze Adjusted Taxable</b> = 858,531,928

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 4,826,622.06 = 858,531,928 \* (0.488600 / 100) + 631,835.06

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2016 CERTIFIED TOTALS**

Property Count: 2,298

C29 - PLANO CITY OF  
ARB Approved Totals

7/16/2016

6:22:53PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
DP	11	440,000	0	440,000
DV1	7	0	56,000	56,000
DV2	2	0	15,000	15,000
DV3	7	0	78,000	78,000
DV4	7	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	5	0	2,037,953	2,037,953
EX-XU	2	0	1,603,874	1,603,874
EX-XV	27	0	77,288,703	77,288,703
EX366	8	0	1,635	1,635
HS	1,626	169,808,084	0	169,808,084
OV65	538	21,135,314	0	21,135,314
OV65S	15	600,000	0	600,000
<b>Totals</b>		<b>191,983,398</b>	<b>81,165,165</b>	<b>273,148,563</b>

**2016 CERTIFIED TOTALS**

Property Count: 62

C29 - PLANO CITY OF  
Under ARB Review Totals

7/16/2016 6:21:16PM

Land		Value		
Homesite:		4,430,397		
Non Homesite:		6,664,193		
Ag Market:		0		
Timber Market:		0	<b>Total Land</b>	(+) 11,094,590
Improvement		Value		
Homesite:		12,987,657	<b>Total Improvements</b>	(+) 47,533,053
Non Homesite:		34,545,396		
Non Real		Count	Value	
Personal Property:	2		2,727,020	
Mineral Property:	0		0	
Autos:	0		0	
			<b>Total Non Real</b>	(+) 2,727,020
			<b>Market Value</b>	= 61,354,663
Ag		Non Exempt	Exempt	
Total Productivity Market:	0		0	<b>Productivity Loss</b> (-) 0
Ag Use:	0		0	<b>Appraised Value</b> = 61,354,663
Timber Use:	0		0	
Productivity Loss:	0		0	<b>Homestead Cap</b> (-) 0
				<b>Assessed Value</b> = 61,354,663
				<b>Total Exemptions Amount</b> (-) 3,183,882 (Breakdown on Next Page)
				<b>Net Taxable</b> = 58,170,781

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
OV65	695,608	436,486	2,132.68	3,708.89	3	
<b>Total</b>	<b>695,608</b>	<b>436,486</b>	<b>2,132.68</b>	<b>3,708.89</b>	<b>3</b>	<b>Freeze Taxable</b> (-) 436,486
<b>Tax Rate</b>	<b>0.488600</b>					
						<b>Freeze Adjusted Taxable</b> = 57,734,295

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 284,222.45 = 57,734,295 \* (0.488600 / 100) + 2,132.68  
 Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

DENTON County

## 2016 CERTIFIED TOTALS

As of Certification

Property Count: 62

C29 - PLANO CITY OF  
Under ARB Review Totals

7/16/2016

6:22:53PM

### Exemption Breakdown

Exemption	Count	Local	State	Total
HS	43	3,063,882	0	3,063,882
OV65	3	120,000	0	120,000
	<b>Totals</b>	<b>3,183,882</b>	<b>0</b>	<b>3,183,882</b>

**2016 CERTIFIED TOTALS**

C29 - PLANO CITY OF  
Grand Totals

Property Count: 2,360

Land		Value				
Homesite:		256,871,040				
Non Homesite:		168,447,124				
Ag Market:		18,914,270				
Timber Market:		0		<b>Total Land</b>	(+)	444,232,434
Improvement		Value				
Homesite:		781,407,361				
Non Homesite:		123,601,683		<b>Total Improvements</b>	(+)	905,009,044
Non Real		Count	Value			
Personal Property:		109	37,388,218			
Mineral Property:		0	0			
Autos:		0	0	<b>Total Non Real</b>	(+)	37,388,218
				<b>Market Value</b>	=	1,386,629,696
Ag	Non Exempt	Exempt				
Total Productivity Market:	18,914,270	0				
Ag Use:	380,495	0		<b>Productivity Loss</b>	(-)	18,533,775
Timber Use:	0	0		<b>Appraised Value</b>	=	1,368,095,921
Productivity Loss:	18,533,775	0				
				<b>Homestead Cap</b>	(-)	18,505,030
				<b>Assessed Value</b>	=	1,349,590,891
				<b>Total Exemptions Amount</b>	(-)	276,332,445
				(Breakdown on Next Page)		
				<b>Net Taxable</b>	=	1,073,258,446
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	4,417,823	3,070,706	12,904.78	13,107.38	11	
OV65	220,807,019	153,773,659	621,062.96	629,606.16	512	
<b>Total</b>	<b>225,224,842</b>	<b>156,844,365</b>	<b>633,967.74</b>	<b>642,713.54</b>	<b>523</b>	<b>Freeze Taxable (-) 156,844.365</b>
<b>Tax Rate</b>	<b>0.488600</b>					
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count	
OV65	4,003,265	3,082,611	2,934,753	147,858	3	
<b>Total</b>	<b>4,003,265</b>	<b>3,082,611</b>	<b>2,934,753</b>	<b>147,858</b>	<b>3</b>	<b>Transfer Adjustment (-) 147,858</b>
						<b>Freeze Adjusted Taxable = 916,266,223</b>

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
 5,110,844.51 = 916,266,223 \* (0.488600 / 100) + 633,967.74

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2016 CERTIFIED TOTALS**

Property Count: 2,360

C29 - PLANO CITY OF  
Grand Totals

7/16/2016

6:22:53PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
DP	11	440,000	0	440,000
DV1	7	0	56,000	56,000
DV2	2	0	15,000	15,000
DV3	7	0	78,000	78,000
DV4	7	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	5	0	2,037,953	2,037,953
EX-XU	2	0	1,603,874	1,603,874
EX-XV	27	0	77,288,703	77,288,703
EX366	8	0	1,635	1,635
HS	1,669	172,871,966	0	172,871,966
OV65	541	21,255,314	0	21,255,314
OV65S	15	600,000	0	600,000
<b>Totals</b>		<b>195,167,280</b>	<b>81,165,165</b>	<b>276,332,445</b>

**2016 CERTIFIED TOTALS**

Property Count: 2,298

C29 - PLANO CITY OF  
ARB Approved Totals

7/16/2016 6:22:53PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,008		\$10,454,996	\$1,015,958,035
B	MULTIFAMILY RESIDENCE	1		\$0	\$2,287
C1	VACANT LOTS AND LAND TRACTS	136		\$0	\$19,808,303
D1	QUALIFIED AG LAND	6	108.1006	\$0	\$18,914,270
D2	NON-QUALIFIED LAND	1		\$0	\$6,327
E	FARM OR RANCH IMPROVEMENT	8	103.2732	\$0	\$32,100,932
ERROR		6		\$0	\$39,691
F1	COMMERCIAL REAL PROPERTY	15		\$2,398,362	\$132,336,323
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,652,410
J4	TELEPHONE COMPANY (INCLUDING CO-	4		\$0	\$271,850
J7	CABLE TELEVISION COMPANY	2		\$0	\$77,520
L1	COMMERCIAL PERSONAL PROPERTY	77		\$309,410	\$22,912,873
O	RESIDENTIAL INVENTORY	1		\$163,409	\$300,000
X	TOTALLY EXEMPT PROPERTY	37		\$0	\$78,894,212
	<b>Totals</b>		211.3738	\$13,326,177	\$1,325,275,033

**2016 CERTIFIED TOTALS**

Property Count: 62

C29 - PLANO CITY OF  
Under ARB Review Totals

7/16/2016

6:22:53PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	51		\$335,333	\$17,418,054
B	MULTIFAMILY RESIDENCE	1		\$0	\$28,867,200
C1	VACANT LOTS AND LAND TRACTS	4		\$0	\$839,370
F1	COMMERCIAL REAL PROPERTY	4		\$0	\$11,503,019
L1	COMMERCIAL PERSONAL PROPERTY	2		\$0	\$2,727,020
	<b>Totals</b>		0.0000	\$335,333	\$61,354,663

**2016 CERTIFIED TOTALS**

Property Count: 2,360

C29 - PLANO CITY OF  
Grand Totals

7/16/2016 6:22:53PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,059		\$10,790,329	\$1,033,376,089
B	MULTIFAMILY RESIDENCE	2		\$0	\$28,869,487
C1	VACANT LOTS AND LAND TRACTS	140		\$0	\$20,647,673
D1	QUALIFIED AG LAND	6	108.1006	\$0	\$18,914,270
D2	NON-QUALIFIED LAND	1		\$0	\$6,327
E	FARM OR RANCH IMPROVEMENT	8	103.2732	\$0	\$32,100,932
ERROR		6		\$0	\$39,691
F1	COMMERCIAL REAL PROPERTY	19		\$2,398,362	\$143,839,342
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,652,410
J4	TELEPHONE COMPANY (INCLUDING CO-	4		\$0	\$271,850
J7	CABLE TELEVISION COMPANY	2		\$0	\$77,520
L1	COMMERCIAL PERSONAL PROPERTY	79		\$309,410	\$25,639,893
O	RESIDENTIAL INVENTORY	1		\$163,409	\$300,000
X	TOTALLY EXEMPT PROPERTY	37		\$0	\$78,894,212
	<b>Totals</b>		211.3738	\$13,661,510	\$1,386,629,696

**2016 CERTIFIED TOTALS**

Property Count: 2,298

C29 - PLANO CITY OF  
ARB Approved Totals

7/16/2016 6:22:53PM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	2		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,459		\$10,454,996	\$888,674,408
A4	CONDOS	128		\$0	\$32,107,097
A5	TOWNHOMES	419		\$0	\$95,176,530
B1	REAL, RESIDENTIAL, APARTMENTS	1		\$0	\$2,287
C1	REAL, VACANT PLATTED RESIDENTIAL L	131		\$0	\$12,207,089
C2	COMMERCIAL VACANT LOT	5		\$0	\$7,601,214
D1	QUALIFIED AG LAND	6	108.1006	\$0	\$18,914,270
D2	FARM AND RANCH IMPSS ON QUALIFIED	1		\$0	\$6,327
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,419,054
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$26,681,878
ERROR		6		\$0	\$39,691
F010	COMMERCIAL BUILDER PLANS - REFER	1		\$0	\$330,750
F1	REAL COMMERCIAL	15		\$2,398,362	\$132,005,573
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,652,410
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$271,850
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$77,520
L1	BPP TANGIBLE COMERCIAL PROPERTY	32		\$309,410	\$20,828,525
L3	BPP TANGIBLE COMMERCIAL LEASED E	45		\$0	\$2,084,348
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	1		\$163,409	\$300,000
X		37		\$0	\$78,894,212
	<b>Totals</b>		108.1006	\$13,326,177	\$1,325,275,033

DENTON County

## 2016 CERTIFIED TOTALS

As of Certification

Property Count: 62

C29 - PLANO CITY OF  
Under ARB Review Totals

7/16/2016 6:22:53PM

### CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	50		\$335,333	\$17,304,389
A5	TOWNHOMES	1		\$0	\$113,665
B1	REAL, RESIDENTIAL, APARTMENTS	1		\$0	\$28,867,200
C1	REAL, VACANT PLATTED RESIDENTIAL L	4		\$0	\$839,370
F1	REAL COMMERCIAL	4		\$0	\$11,503,019
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$0	\$2,727,020
	<b>Totals</b>		0.0000	\$335,333	\$61,354,663

**2016 CERTIFIED TOTALS**

Property Count: 2,360

C29 - PLANO CITY OF  
Grand Totals

7/16/2016 6:22:53PM

**CAD State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A017	BUILDER HOME PLANS - REFERENCE ON	2		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,509		\$10,790,329	\$905,978,797
A4	CONDOS	128		\$0	\$32,107,097
A5	TOWNHOMES	420		\$0	\$95,290,195
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$28,869,487
C1	REAL, VACANT PLATTED RESIDENTIAL L	135		\$0	\$13,046,459
C2	COMMERCIAL VACANT LOT	5		\$0	\$7,601,214
D1	QUALIFIED AG LAND	6	108.1006	\$0	\$18,914,270
D2	FARM AND RANCH IMPSS ON QUALIFIED	1		\$0	\$6,327
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,419,054
E4	VACANT NON QUALIFIED NON HOMESITE	6		\$0	\$26,681,878
ERROR		6		\$0	\$39,691
F010	COMMERCIAL BUILDER PLANS - REFER	1		\$0	\$330,750
F1	REAL COMMERCIAL	19		\$2,398,362	\$143,508,592
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,652,410
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	4		\$0	\$271,850
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$77,520
L1	BPP TANGIBLE COMERCIAL PROPERTY	34		\$309,410	\$23,555,545
L3	BPP TANGIBLE COMMERCIAL LEASED E	45		\$0	\$2,084,348
OA1	INVENTORY, RESIDENTIAL SINGLE FAMI	1		\$163,409	\$300,000
X		37		\$0	\$78,894,212
	<b>Totals</b>		108.1006	\$13,661,510	\$1,386,629,696

DENTON County

### 2016 CERTIFIED TOTALS

As of Certification

Property Count: 2,360

C29 - PLANO CITY OF  
Effective Rate Assumption

7/16/2016 6:22:53PM

#### New Value

TOTAL NEW VALUE MARKET:	\$13,661,510
TOTAL NEW VALUE TAXABLE:	\$12,522,035

#### New Exemptions

Exemption	Description	Count	2015 Market Value	Exemption Amount
EX-XU	11.23 Miscellaneous Exemptions	1		\$0
EX366	HB366 Exempt	3		\$11,086
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$11,086</b>

Exemption	Description	Count	Exemption Amount	
DV1	Disabled Veterans 10% - 29%	1	\$12,000	
DV2	Disabled Veterans 30% - 49%	1	\$7,500	
DV3	Disabled Veterans 50% - 69%	1	\$12,000	
HS	Homestead	44	\$5,065,362	
OV65	Over 65	41	\$1,600,000	
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>				<b>\$6,696,862</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>				<b>\$6,707,948</b>

#### Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
<b>INCREASED EXEMPTIONS VALUE LOSS</b>			

<b>TOTAL EXEMPTIONS VALUE LOSS</b>	<b>\$6,707,948</b>
------------------------------------	--------------------

#### New Ag / Timber Exemptions

#### New Annexations

#### New Deannexations

#### Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,669	\$519,182	\$114,666	\$404,516
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,667	\$516,554	\$114,157	\$402,397

**2016 CERTIFIED TOTALS**

C29 - PLANO CITY OF  
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
62	\$61,354,663.00	\$58,044,064



# 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:		8/8/16			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): <b>Matt Yager, x5220</b>					
<b>CAPTION</b>					
Discussion of the FY 2016-17 Proposed Community Investment Program					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</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):    CAPITAL PROJECT FUNDS</b>					
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Discussing proposed projects included in the 2016-17 Proposed Community Investment Program relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1 <sup>st</sup> Choice to Live.					
<b>SUMMARY OF ITEM</b>					
Presentation by staff on the various projects included in the FY 2016-17 Proposed Community Investment Program.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Agenda, P&Z Letter and Presentation					

## City Council Worksession

On the 2016-17 Proposed Community Investment Program & City Manager's Recommended Budget

Senator Florence Shapiro Council Chambers, Plano Municipal Center  
1520 K Avenue, Plano, Texas  
Monday, August 8, 2016, 7:00 p.m.

<b><u>Community Investment Program Area</u></b>	<b><u>Presenter</u></b>
Overview	Glasscock
Parks <ul style="list-style-type: none"><li>• Recreation Centers Bond Program</li><li>• Park Improvements Bond Program</li><li>• Park Fee Program</li><li>• Parks Capital Reserve</li><li>• Street Enhancements</li></ul>	Reeves
Streets <ul style="list-style-type: none"><li>• Street Improvements</li></ul>	Thornhill
Municipal Drainage	Thornhill
Water & Sewer <ul style="list-style-type: none"><li>• Water Improvements</li><li>• Sewer Improvements</li></ul>	Thornhill
Municipal Facilities <ul style="list-style-type: none"><li>• Facilities Bond Program (Fire, Police &amp; Libraries)</li><li>• Facilities Capital Reserve</li></ul>	Razinha
Public Works <ul style="list-style-type: none"><li>• Streets Capital Reserve</li><li>• Water &amp; Sewer CIP &amp; Capital Reserve</li></ul>	Cosgrove



City of Plano  
1520 K Avenue  
Plano, TX 75074

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

August 1, 2016

Honorable Mayor and City Council  
City of Plano  
PO Box 860358  
Plano TX 75086-0358

RE: Review of Community Investment Program for Consistency with the Comprehensive Plan

Dear Mayor LaRosiliere and Council Members:

The Planning & Zoning Commission reviewed the proposed Community Investment Program (CIP) items for the 2016-17 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's policies and actions for facility and infrastructure management. The program advances the city's mission of providing outstanding services and facilities that contribute to the quality of life in our community.

The Commission appreciates the opportunity to review the CIP and to present our comments.

Sincerely,

John Muns  
Chair  
Planning & Zoning Commission

xc: Planning & Zoning Commission  
Jack Carr, P.E., Deputy City Manager  
Gerald Cosgrove, P.E., Director of Public Works  
Caleb Thornhill, P.E., Director of Engineering  
Robin Reeves, Director of Parks & Recreation  
Christina Day, Director of Planning



- Parks and Recreation
  - Street Improvements
  - Municipal Drainage
  - Water Projects
  - Sewer Projects
  - Facility Projects
  - Capital Reserve
- ## ■ Funding Categories

# CIP Projects



# Community Investment Program 2016

Proposed



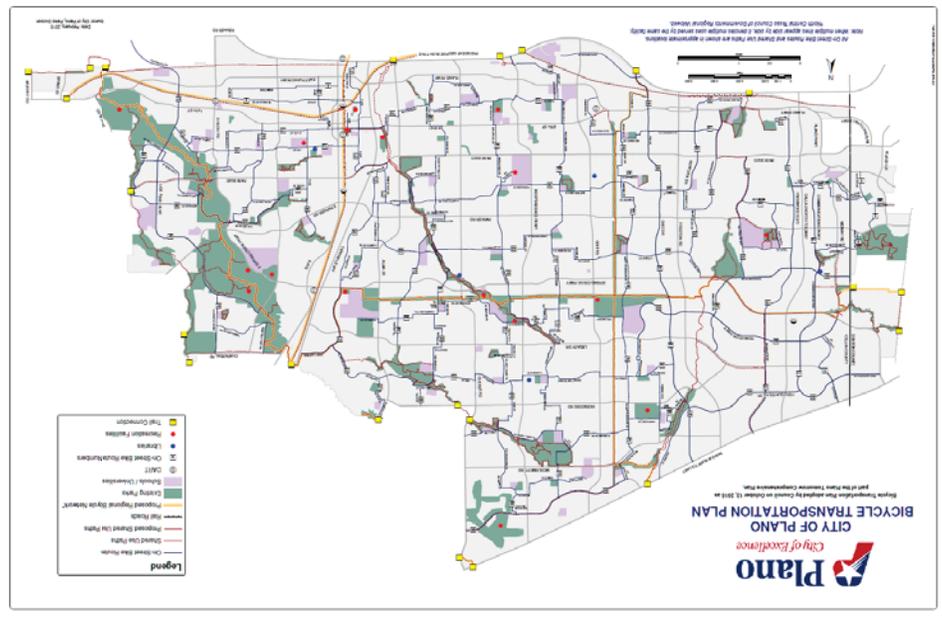


**\$7,607,500**

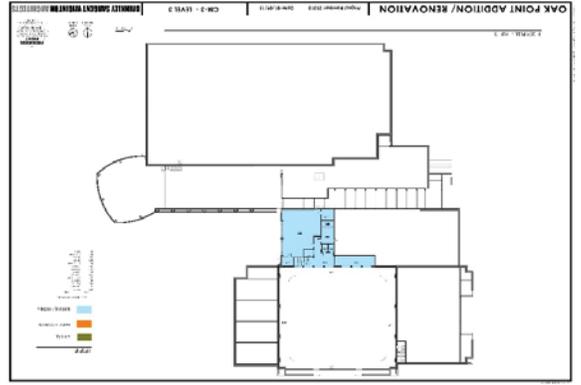
**Total**

\$407,500	05/09 Carpenter Rec. Center Exp.
\$600,000	09 Oak Point Rec. Center Expansion
\$6,000,000	09 Senior Center Expansion
\$300,000	High Point Tennis Center
\$300,000	13 Liberty Recreation Center

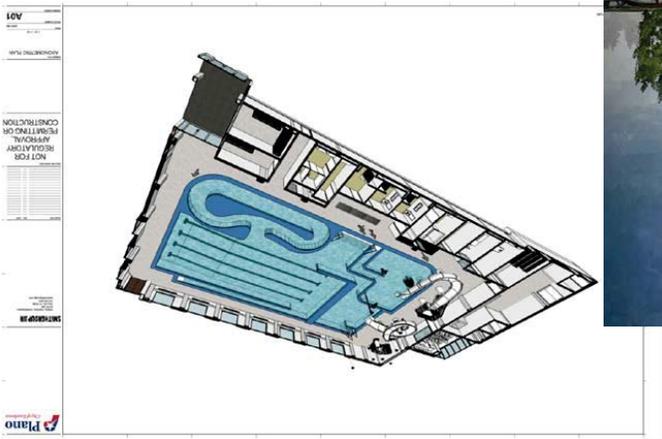
# Recreation Center Projects



# Bicycle Transportation Plan



**09 Oak Point Rec. Center Exp. \$600,000**



**05/09 Carpenter Recreation Center Pool \$407,500**





- 09 Land Acquisitions \$1,400,000
- Maintenance Facility Expansion \$1,821,000
- 09 Windhaven Meadows Park \$1,000,000
- 13 Carpenter Park Renovation \$5,000,000
- 13 Oak Point Park & Nature Preserve \$1,000,000

# Park Improvement Projects



# 13 Liberty Recreation Center \$300,000



# Park Improvement Projects

- Plano Transit Village Veloweb \$2,435,000
  - Special Use Facilities \$825,000
- Total \$19,398,261**

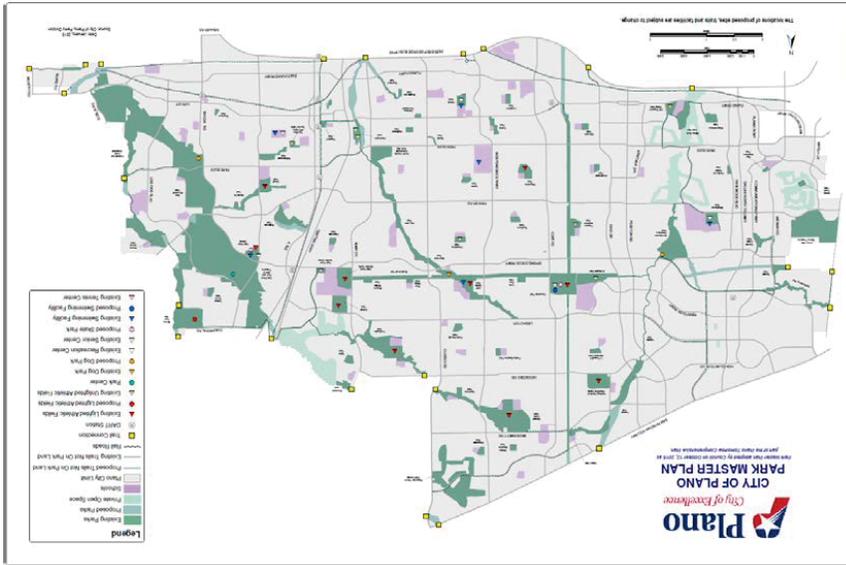


# Park Improvement Projects

- 13 Park Improvements \$3,355,000
- 13 Recreational Trails \$745,000
- Bikeway System \$317,261
- Cottonwood Creek Trail \$1,000,000
- Legacy Trail \$500,000

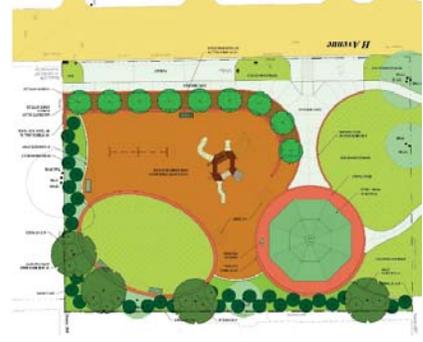


# 05/06 Maintenance Facilities \$1,821,000



# 09 Land Acquisitions \$1,400,000

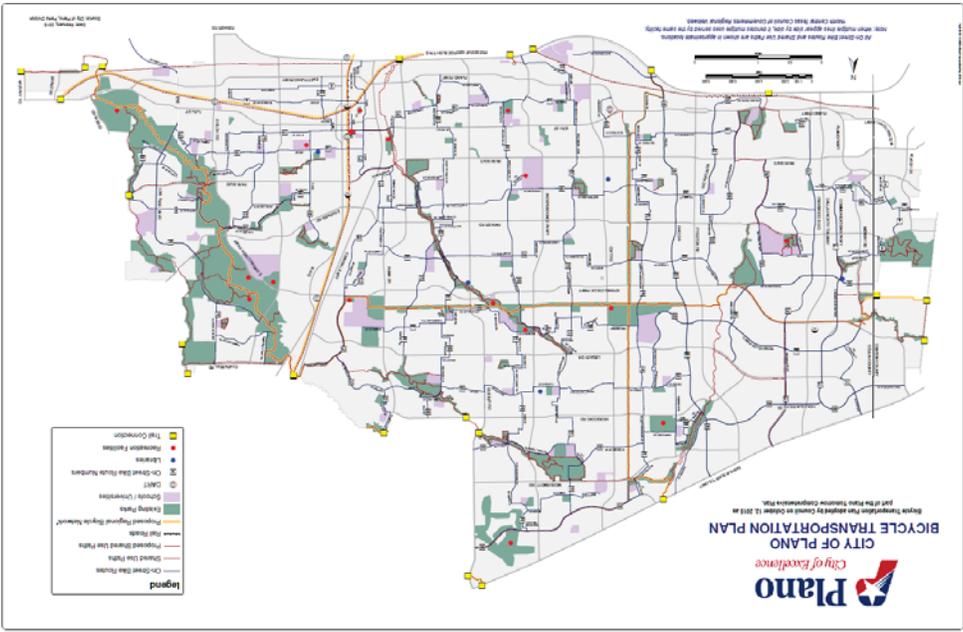




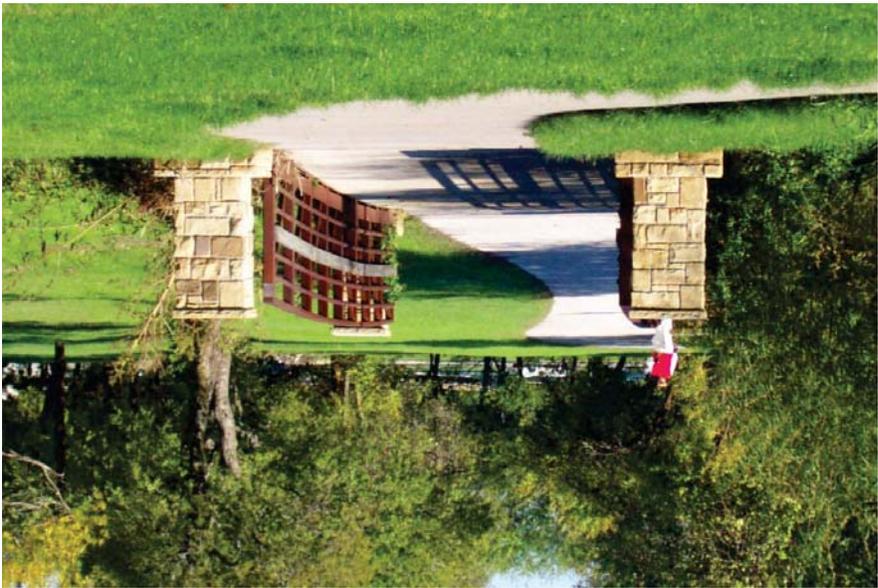
# 13 Park Improvements \$3,355,000



# 13 Oak Point Park \$1,000,000



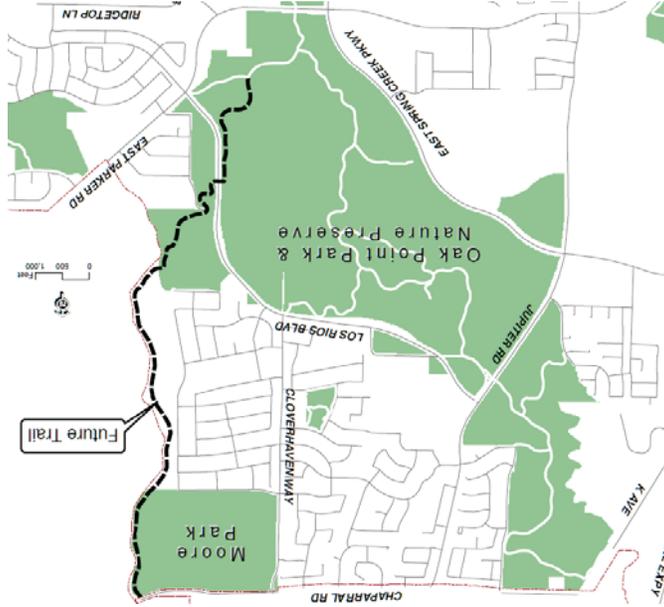
**05 Bikeway System**  
**\$317,261**



**13 Recreational Trails**  
**\$745,000**



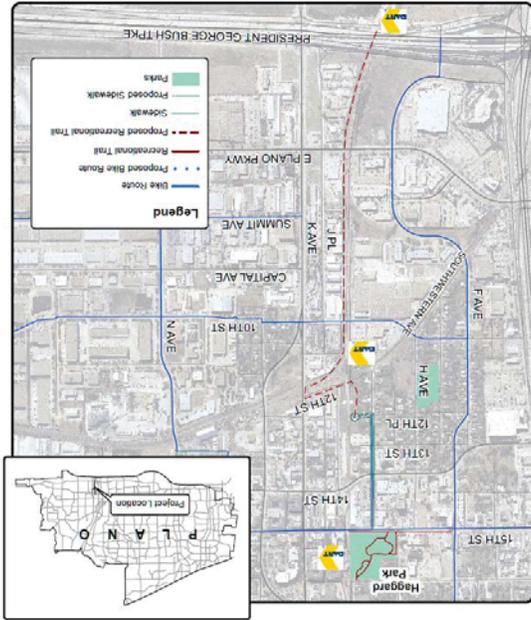
# 05 Legacy Trail \$500,000



# Cottonwood Creek Trail \$1,000,000



# 05 Special Use Facilities \$825,000



# 13 Plano Transit Village Veloweb \$2,435,000



Athletic Field Renovations	\$950,000
Double Check Replacements	\$50,000
Harrington Park	\$500,000
High Point Tennis Center	\$175,000
Irrigation Renovations	\$750,000
Jack Carter Park	\$400,000

# Capital Reserve - Parks



Bluebonnet Trail	\$120,000
Chisholm Trail	\$75,000
Hoblitzelle Trail Connection	\$235,000
Legacy Trail	\$650,000
<b>Total</b>	<b>\$1,080,000</b>

# Park Fee Projects



\$75,000	Park Restoration
\$475,000	Park Structures and Equipment
\$625,000	Plano Centre Enhancements
\$400,000	Playground Replacements
\$100,000	Pool Equipment
\$850,000	Public Building Landscape Renovations

# Capital Reserve - Parks



\$900,000	Lighting Replacements
\$ 200,000	Living Screen Replacements
\$350,000	Median Renovations
\$900,000	Neighborhood Park Renovations
\$750,000	Oak Point Recreation Center Renovation
\$15,000	Park & Trail Signage Replacement

# Capital Reserve - Parks



**Total**  
**\$10,480,000**

Tree Replacements  
\$100,000

# Capital Reserve - Parks



Recreation Center Equipment	\$100,000
Restroom Renovations	\$75,000
Saigling House	\$400,000
Shawnee Park	\$90,000
Silt Removal	\$300,000
Trail Repairs	\$950,000

# Capital Reserve - Parks



# STREET IMPROVEMENTS Funding Sources

	<ul style="list-style-type: none"> <li>▪ Bond Funds</li> <li>▪ Capital Reserve Funds</li> <li>▪ Other Funds</li> <li>• Collin County</li> <li>• RTR Funds</li> <li>• TXDOT/Federal</li> </ul>
\$ 45,200,841	
\$ 26,725,000	
\$9,761,984	
\$6,787,111	
\$2,774,873	
\$200,000	



# Park Projects Street Enhancements

	Landscape Entryways
Total	
\$500,000	
\$500,000	

# STREET IMPROVEMENTS

## Project Types

Street Construction	\$22,451,000
Street Capacity Improvements	\$18,131,000
Street Design Projects	\$917,000
Miscellaneous	<u>\$13,463,825</u>
Total	\$54,962,825



# Street Construction Projects

**TOTAL - \$22,451,000**

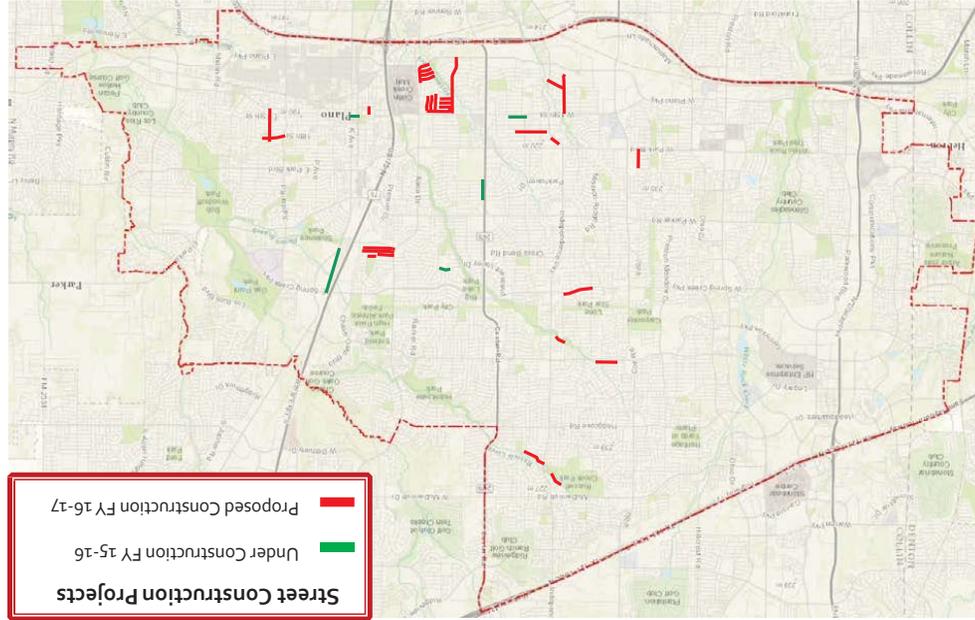
- Dallas North Estates 2016 and Westwood Drive
- Brennan, Knollwood & Casa Grande
- Downtown Brick Pavers & Pavement
- Maumelle and Daybreak
- Robin Road and Linda Lane
- Russell Creek Drive
- Split Trail Drive
- 18<sup>th</sup> Street & Riggsbee Drive





- Coit at 15<sup>th</sup>
  - Custer at Plano Pkwy
  - Plano Pkwy & Los Rios Blvd
  - DNT at Park, Parker, Alma at Spring Creek
  - Ohio at McDermott, Alma Drive at 15<sup>th</sup>, Plano Pkwy at K Ave
  - Preston at Plano Parkway
  - Spring Creek at Coit
  - Parkwood at Legacy, Coit @ PGBT, Coit @ Mapleshade
- Intersection Improvements
- Legacy Drive
  - Park Boulevard
  - Parker Road
- Corridor Improvements
- Total - \$18,131,000**

# Street Capacity Projects



# Street Construction Projects

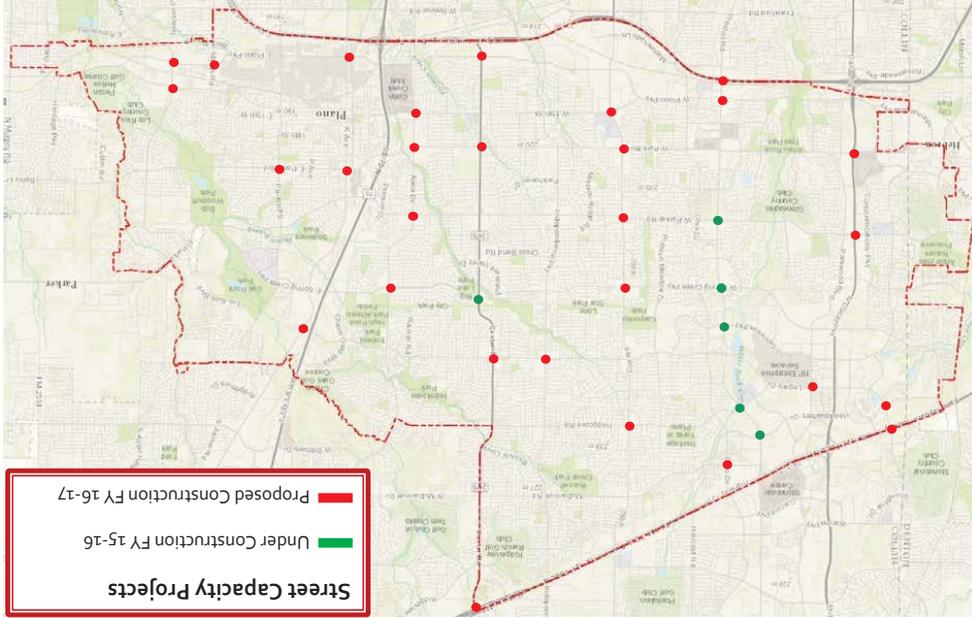


Total - \$917,000

- Preston / PGBT Intersection
- Imp. I Ave 14th Street to 15th Street
- Spring Creek Service Roads
- Westgate Alley
- Reconstruction



# Street Design Projects



# Street Capacity Projects

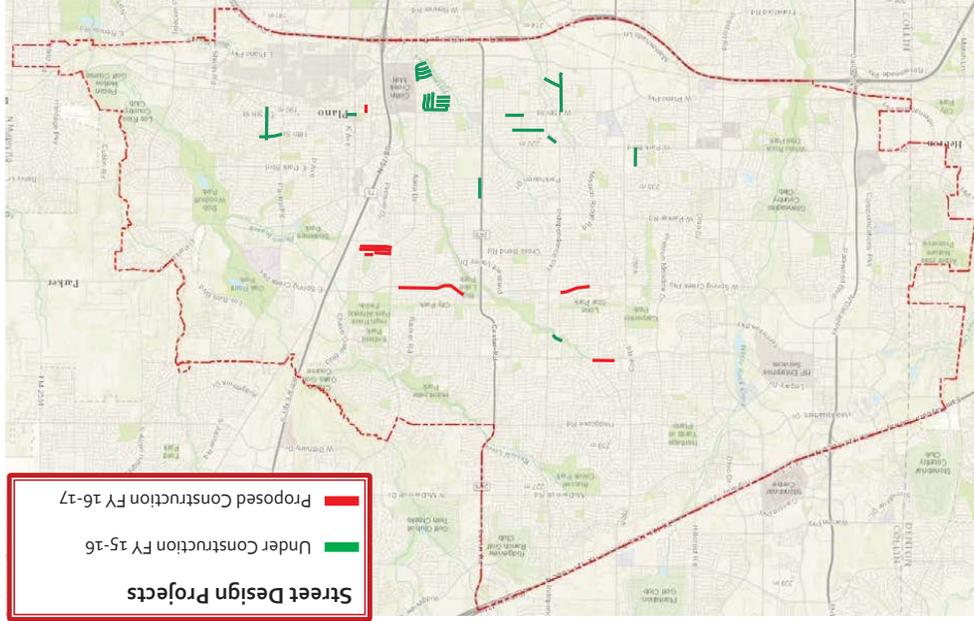


- Median Landscaping
- Computerized Traffic Signal System
- Bridge Inspection & Repair
- Traffic Signalization & Street Lighting
- Screening Walls (Location TBD)

Total - \$13,463,825



# Street Miscellaneous Projects



# Street Design Projects



Russell Creek

- Briarwood Estates & Ridgewood Drainage Padre, Dunmoore, Buckboard
- Russell Creek Stabilization
- Creek Erosion Projects

Total - \$6,295,000

# Municipal Drainage Fund Erosion Control Projects



- Spring Creek Parkway
  - Mission Ridge to Bronze Leaf Drive
  - Elevated Storage Tank to Mission Ridge
- Legacy
  - Ridgemoore to Lowrey Way cul-de-sac
- Custer Rd
  - Baffin Bay to Macao Alley



15<sup>th</sup> Street Screening Wall at Cloister Way

# Screening Wall Projects

# Municipal Drainage Fund Miscellaneous Projects

**Total - \$1,795,500**

- East Side Drainage Improvements (Rowlett Creek)
- Los Rios Addn & Spring Creek Pkwy Drain
- Flood Control Structures
- Shawnee Park
- White Rock Creek Trail
- Russell Creek Park
- Collin Creek Mall Arches

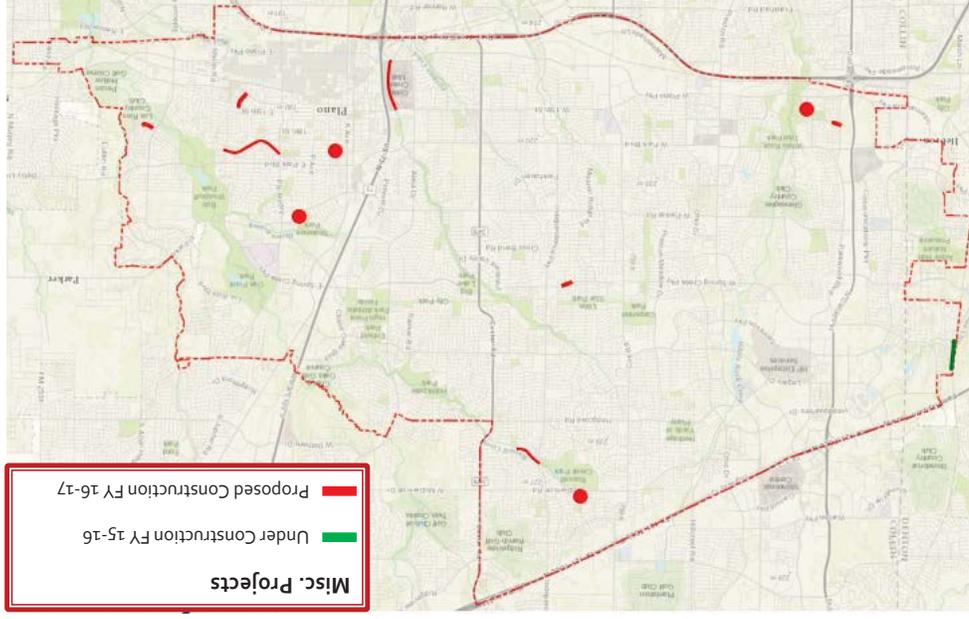


Brown Branch at Split Trail Drive

8/2/2016



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# Municipal Drainage Fund Miscellaneous Projects

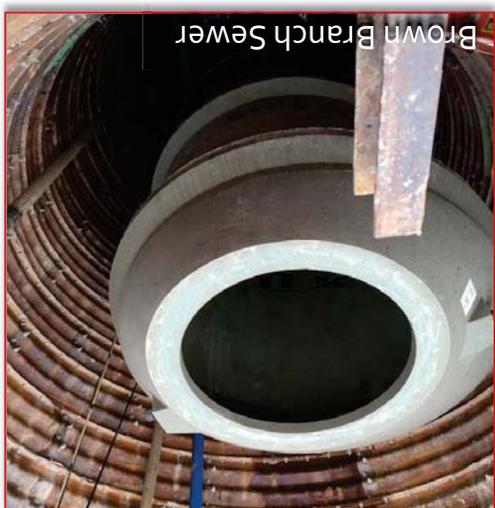
8/2/2016



46



- Rowlett Creek CIPP
- Brown Branch Sewer Line
- White Rock Creek and Prairie Creek Main Rehab
- Aerial Crossing Repair
- Peachtree Sewer
- Sewer Basin E Capacity Improvements
- I&I Repairs



**Total - \$32,635,000**

# Sewer Improvement Fund



- Water Rehab Plano East #1
- Water Renovation Dallas North
- US 75 Water Line
- Hunters Glen and Quail Creek Water Rehab
- Parkwood Tank Painting
- Stadium Pump Station



**Total - \$16,823,654**

# Water Improvement Fund



- Fire Training Center \$500K
- Library RFID Replacement \$350K
- Projects at Police Facilities \$300K

## FACILITY IMPROVEMENTS Bond Projects



- Bond Funds \$1,150,000
- Capital Reserve Funds \$8,645,600

## FACILITY IMPROVEMENTS Funding Sources



# Facility Improvements



- Municipal Center \$ 1.584 M
- Oak Point Rec Center \$ 2.455 M
- Police Central \$ 710 K
- Animal Shelter \$ 657 K
- Tom Muehlenbeck Center \$385 K

# FACILITY IMPROVEMENTS Capital Reserve



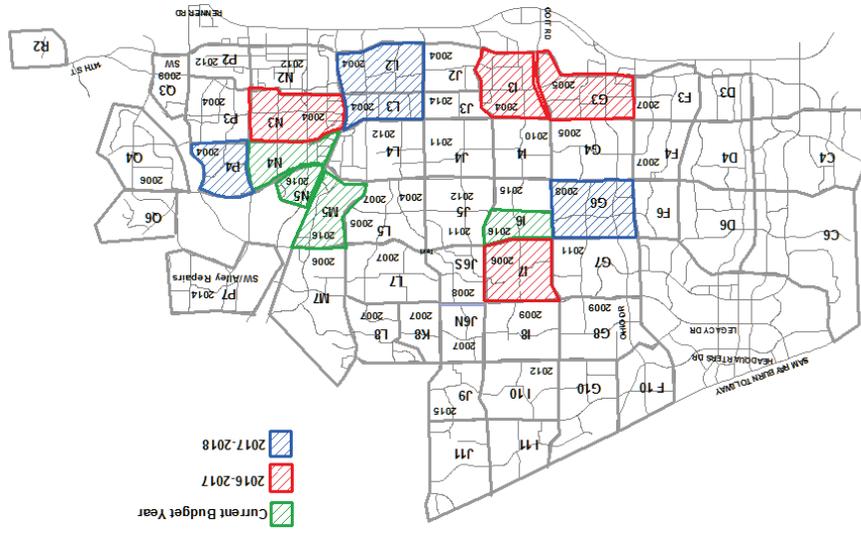
Traffic Signalization Upgrade	\$1,000,000
Pavement Markings/Buttons	775,000
Street Condition Inventory	300,000
Concrete	300,000
Street Name Sign Replacement	250,000
Traffic Guardrails	100,000
<b>TOTAL</b>	<b>\$26,725,000</b>

## PUBLIC WORKS Streets



Arterial Concrete Repair	\$7,000,000
Residential Street & Alley	6,000,000
Pavement Maintenance	4,000,000
Sidewalk Repair	3,000,000
Undersealing	2,500,000
Screening Wall Reconstruction	1,500,000

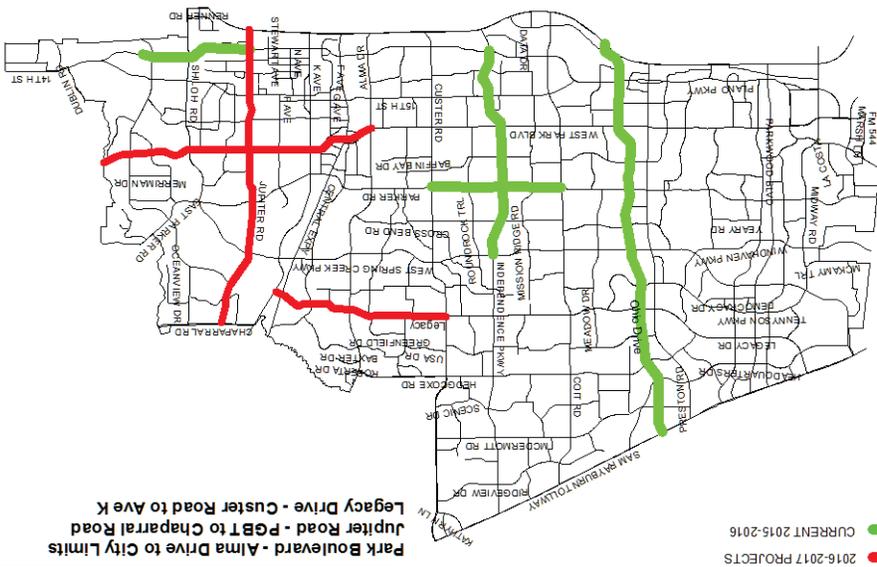
## PUBLIC WORKS Streets



■ Current Budget Year  
■ 2016-2017  
■ 2017-2018

**CITY OF PLANO PUBLIC WORKS  
CAPITAL RESERVE  
RESIDENTIAL STREET & ALLEY REHAB**

# Public Works



■ CURRENT 2015-2016  
■ 2016-2017 PROJECTS

**CITY OF PLANO PUBLIC WORKS  
2016 - 2017 ARTERIAL CONCRETE  
PAVEMENT REHAB PROJECTS**  
 Jupiter Road - Alma Drive to Chaparral Road  
 Legacy Drive - Custer Road to Ave K

# Public Works



# Questions

# CIP



	TOTAL
Inflow - Infiltration Repairs	\$2,500,000
Manhole Sealing	1,200,000
Wastewater Model	1,000,000
Pump Station Rehab	750,000
Wastewater System CCTV Inspections	250,000
Water System Inspections	250,000
	<b>\$5,950,000</b>

# PUBLIC WORKS Water/Wastewater

**DATE:** August 2, 2016  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 1, 2016

**AGENDA ITEM NO. 3 - PUBLIC HEARING  
ZONING CASE 2016-025  
APPLICANT: CITY OF PLANO**

Request to amend Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) to consider various amendments to sign regulations. Project #ZC2016-025.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_  
**Speaker Card(s) Received** **Support:** 2 **Oppose:** 0 **Neutral:** 0  
**Letters Received Within 200' Notice Area:** **Support:** 0 **Oppose:** 0 **Neutral:** 0  
**Letters Received Outside 200' Notice Area:** **Support:** 0 **Oppose:** 0 **Neutral:** 0  
**Petition(s) Received:** 0 **# Of Signatures:** 0

**STIPULATIONS:**

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

**Amend Section 10.800.6 (BG, Downtown Business/Government District) (Sign Regulations) of Article 10 (Nonresidential Districts), such portions of section to read as follows:**

**B. General Provisions**

**i. Issuance of Sign Permit and Certificate of Appropriateness**

Signs shall conform to the criteria in this section and to appropriate city codes, including obtaining a Certificate of Appropriateness if located in a Heritage Resource Overlay District, prior to issuance of a sign permit.

**F. Sign Standards**

**vii. Directory Signs**

**a. 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, alley, or mews face is permitted.

#### **xi. Mural Signs**

Mural signs shall be regulated by Sec. 22.300. ~~Murals shall be attached rather than directly onto an exterior wall.~~

#### **xiv. Wall Signs – Attached**

##### **b. 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, alley, or mews. 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.

#### **xv. Wall Signs- Painted**

##### **a. 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, alley, or mews. 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.

#### **xvi. Window Signs**

##### **a. Sign Area**

ii. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign. All window signs located in a Heritage Resource Overlay District, except for Incidental Signs, require a Certificate of Appropriateness.

**FOR CITY COUNCIL MEETING OF:** August 8, 2016 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

#### **PUBLIC HEARING - ORDINANCE**

DM/amf

xc: City of Plano, Owner  
Doug McDonald, City of Plano  
Wayne Snell, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 1, 2016

**Agenda Item No. 3**

**Public Hearing:** Zoning Case 2016-025

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) to consider various amendments to sign regulations. Project #ZC2016-025.

**REMARKS:**

Over the past year, staff has been working with the Heritage Commission, public stakeholders, appointed project Advisory Committee, and heritage preservation consultants to update the Downtown Heritage Resource District Design Standards. These standards are used by the Heritage Commission to evaluate exterior improvements of heritage structures to ensure the integrity of the buildings and district. As part of the public outreach process, downtown stakeholders requested greater flexibility for signage, including the addition of mural signs and rear entry signage, which have been incorporated into the new Downtown Heritage Resource District Design Standards. These standards were approved by City Council on June 13, 2016. Due to these changes, there are inconsistencies between the BG district regulations and new Downtown Heritage Resource District Design Standards. On June 6, 2016, the Planning & Zoning Commission called a public hearing to consider related amendments to the Zoning Ordinance.

Mural Signage

The Zoning Ordinance defines a mural sign as a picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business entity. Murals are reviewed and approved by the Building Official for compliance with the definition and other applicable local, state, and federal laws. However, Subsection .6 (Sign Regulations) of Section 10.800 (BG Downtown Business/Government District) further restricts mural signs in the BG District by stating: "Murals shall be attached rather than painted directly onto an exterior wall." The intent of this regulation was to protect the integrity of the Historic Downtown Plano buildings and prevent painting historic brick that was not previously painted.

The updated Design Standards provide greater detail and flexibility on how murals can be incorporated in a historic downtown while safeguarding the integrity of the structures. The standards state:

- Murals should not be directly painted onto a building wall that has not been previously painted. If the building wall has not been previously painted, the mural should be attached to the wall.
- Murals painted directly onto a building shall only be allowed for previously painted buildings or buildings with stucco siding.
- Murals shall only be appropriate along an interior secondary wall (not facing a street) or a rear wall.

Additionally, the Design Standards do not allow buildings with original building materials, such as brick, to be painted or covered with new building materials. This restriction prevents buildings from being painted or covered for the purpose of installing a mural sign. With these additional protections, staff believes it is not necessary to continue restricting painted murals in the BG district.

### Rear Entry Signage

Traditionally, rear entrances on a historic building were used for utilitarian purposes, as service entrances and other private operations. Today, rear entries have become public areas, providing direct access to parking, plazas, pedestrian ways, or outdoor dining. The updated Design Standards encourage the enhancement of entrances with new doors, windows, canopies, lighting, and signs. However, the Zoning Ordinance restricts the location of Directory Signs and Wall Signs to public streets. This prohibits many businesses in Downtown Plano, particularly businesses on the south side of 15th Street and along K Avenue, from installing rear-entry signage.

These buildings would benefit from rear-entry signage as they face public alleys or mews, which lead to customer parking. Staff believes by allowing signs to face public alleys and mews, in addition to public streets, merchants will have the opportunity to enhance their business presence within public areas. This modification will also address the inconsistency with the Downtown Heritage Resource District Design Standards.

### Certificate of Appropriateness References

A Certificate of Appropriateness is a required document for exterior work proposed by an owner or applicant on an individually designated heritage resource or on a building located within a designated Heritage Resource District. The review and approval of a Certificate of Appropriateness ensures the improvement complies with all design standards and guidelines adopted by City Council. Staff recommends the addition of two Certificate of Appropriateness references within the BG district as all properties within the Downtown Heritage Resource Overlay District are zoned BG (see attachment for map). These reference additions are intended to increase awareness of the Certificate of Appropriateness process for applicable properties.

## Conformance to the Comprehensive Plan

The Comprehensive Plan includes a recommendation that applies to this zoning case:

***Heritage Preservation Action Statement (HP5) - Review, and amend as necessary, the Zoning Ordinance for compatibility with the character of the existing historic districts.***

This zoning case is a part of the city's continued efforts to review and evaluate the Zoning Ordinance for potential improvements related to heritage preservation. The city recently completed new design standards for the preservation, restoration, rehabilitation, and reconstruction of structures in the Downtown Heritage Resource Overlay District. The proposed amendments will address inconsistencies between the BG district regulations and new Downtown Heritage Resource District Design Standards. Staff believes the proposed changes are in conformance with the Heritage Preservation Action Statement (HP5).

### **SUMMARY:**

This zoning case includes several amendments intended to address inconsistencies with the recently adopted Heritage Resource District Design Standards. The amendments will also increase awareness of the Certificate of Appropriateness process for applicable properties within a Heritage Resource Overlay District. The recommended updates are in conformance with the recommendations of the Comprehensive Plan. For these reasons, staff recommends approval of the zoning case.

### **RECOMMENDATION:**

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

**Amend Section 10.800.6 (BG, Downtown Business/Government District) (Sign Regulations) of Article 10 (Nonresidential Districts), such portions of section to read as follows:**

#### **B. General Provisions**

##### **i. Issuance of Sign Permit and Certificate of Appropriateness**

Signs shall conform to the criteria in this section and to appropriate city codes, including obtaining a Certificate of Appropriateness if located in a Heritage Resource Overlay District, prior to issuance of a sign permit.

#### **F. Sign Standards**

##### **vii. Directory Signs**

###### **a. 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, alley, or mews face is permitted.

## **xi. Mural Signs**

Mural signs shall be regulated by Sec. 22.300. ~~Murals shall be attached rather than directly onto an exterior wall.~~

## **xiv. Wall Signs – Attached**

### **b. 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, alley, or mews. 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.

## **xv. Wall Signs- Painted**

### **a. Sign Area**

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## **xvi. Window Signs**

### **a. Sign Area**

ii. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign. All window signs located in a Heritage Resource Overlay District, except for Incidental Signs, require a Certificate of Appropriateness.

## Zoning Case 2016-025

**An Ordinance of the City of Plano, Texas, amending Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to sign regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of August, 2016, 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 8th day of August, 2016; and

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

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

**Section I.** Section 10.800.6 (BG, Downtown Business/Government District) (Sign Regulations) of the Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended, such portions of B and F to read as follows:

### **B. General Provisions**

#### **i. Issuance of Sign Permit and Certificate of Appropriateness**

Signs shall conform to the criteria in this section and to appropriate city codes, including obtaining a Certificate of Appropriateness if located in a Heritage Resource Overlay District, prior to issuance of a sign permit.

## **F. Sign Standards**

### **vii. Directory Signs**

#### **a. General**

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### **xv. Wall Signs - Painted**

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### **xvi. Window Signs**

#### **a. Sign Area**

ii. Window signs that exceed 15% of an individual window shall obtain a permit, unless the sign is a noncommercial temporary sign. All window signs located in a Heritage Resource Overlay District, except for Incidental Signs, require a Certificate of Appropriateness.

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

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

**Section IV.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 8TH DAY OF AUGUST, 2016.**

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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