

CITY COUNCIL

1520 AVENUE K



DATE: 8/12/2013
CALL TO ORDER: 7:00 p.m.
INVOCATION: Rev. Dr. Robert Hasley, Jr.
St. Andrew United Methodist Church Plano
PLEDGE OF ALLEGIANCE: Girl Scout Troop 2430
Hughston Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: Cambria Suites is presenting a scholarship to Plano Senior High School graduate Thalia Hernandez and Thalia is presenting her artwork, "Texas Sunset" to the Mayor</p> <p>PRESENTATION: Diane Wetherbee, City Attorney, is being recognized for 20 years of service to the City of Plano</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>July 22, 2013 July 24, 2013 August 5, 2013 August 7, 2013</p>	
	<p><u>Approval of Expenditures</u></p>	
	<p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2013-271-B for the purchase of the Oak Point Recreation Center Combined Heat and Power Plant and Replacement of Pool HVAC to Berger Engineering Company in the amount of \$1,643,729 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2013-92-B for the Preston Road Corridor Project to Lone Star Civil Construction, Inc. in the amount of \$4,443,534 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2013-290-B for the Hoblitzelle Park Erosion Control project, Project No. 6277 to Enviromental Safety Surfaces, Inc. in the amount of \$642,500 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Purchase from an Existing Contract</p>	
(e)	<p>To approve the purchase of one (1) Compact Wheel Loader from Holt Cat in the amount of \$86,021 for the Fleet Department to be utilized by Compost Operations, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract No. 345-10)</p>	
(f)	<p>To approve the purchase of a surveillance vehicle in the amount of \$134,523 from Specialty Vehicle Solutions, LLC through an existing contract with US General Services Administration (GSA) and authorizing the City Manager to execute all necessary documents. (GSA Contract #GS-30F-0011T)</p>	
(g)	<p>To approve the purchase of Partner Assurance Software Support Services (PASS) for Avaya Voice Network, for one (1) year with two (2) optional one year renewals, in the estimated annual amount of \$65,623 from Affiliated Telephone, Inc. through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499)</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(h)	<p>To approve a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$252,500 for design services for High Point South and Russell Creek Park Renovations and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>To approve the assignment of an existing agreement with CSG Systems Incorporated to a new provider, DP2 Billing Solutions LLC, dba DataProse, for Utility Bill Printing, Mailing & Offset Printing Services; authorizing the City Manager to execute all necessary documents.</p>	
(j)	<p>Approval of Contract Modification</p> <p>To approve and authorize Contract Modification No. 3 for the purchase of additional design and survey services for Alley Reconstruction – Plano East Project No. 6066 in the amount of \$9,000 from J. Volk Consulting, Inc.</p>	
(k)	<p>Adoption of Resolutions</p> <p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between loanDepot.com, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(l)	<p>To accept the Certified Appraisal Rolls for Fiscal Year 2013-14 for Collin County and Denton County, and providing an effective date.</p>	
(m)	<p>To approve the Second Amended Bylaws of the Plano Health Facilities Development Corporation, and authorizing a change of the registered agent for the Plano Health Facilities Development Corporation to be the Finance Director of the City of Plano; and providing an effective date.</p>	
(n)	<p>To approve the settlement between the City of Plano and Comerica Bank in the amount of \$79,058; authorizing the City Manager to execute any and all documents necessary to finalize such settlement; and providing an effective date.</p>	
(o)	<p>Adoption of Ordinances</p> <p>To abandon all right, title and interest of the City, in and to part of that certain Drainage Easement recorded in Instrument No. 20060719001009210 of the Land Records of Collin County, Texas, and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, West Plano Land Company, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(p)	<p>To repeal and replace Sections 15-1, 15-3, 15-4, 15-5, 15-24, 15-51, 15-85, 15-91, and 15-122 of Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano, Texas to revise certain definitions, permitted and prohibited activities, the permit process, facility fees, the duties of the Parks and Recreation Planning Board, and penalty language; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	<p>To amend Ordinance No. 2004-10-7 codified as Section 6-3 of Article I, Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; Ordinance No. 2009-9-25 codified as Section 16-81 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; and Ordinance No. 2008-12-6 codified as Sections 16-82 and 16-83 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano to increase the number of regular members of the Building Standards Commission and Board of Adjustment to eight (8) members and to eliminate alternate membership; and providing a repealer clause, a severability clause, a savings clause and an effective date.</p>	
(r)	<p>To adopt and enact Supplement Number 104 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing on the FY 2013-14 Recommended Budget and the FY 2013-14 Proposed Community Investment Program (CIP).</p>	
(2)	<p>A vote on a proposal to consider an increase in the total tax revenue.</p>	
(3)	<p>Discussion of the FY 2013-14 Proposed Community Investment Program.</p>	
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/12/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: Cambria Suites is presenting a scholarship to Plano Senior High School graduate Thalia Hernandez and Thalia is presenting her artwork, "Texas Sunset" to the Mayor.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/12/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: Diane Wetherbee, City Attorney, is being recognized for 20 years of service to the City of Plano.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
July 22, 2013**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, July 22, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss matters of Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087; 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 6:30 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion: Reappointments

Building Standards Commission

Council Member Duggan spoke to possible restructuring of the commission and deferred reappointments at this time.

Planning and Zoning Commission

Upon a motion made by Council Member Gallagher and seconded by Council Member Duggan, the Council voted 8-0 to reappoint M. Nathan Barbera and Richard Grady.

DART REPORT

DART Board Member Faye Wilkins advised that the Board will consider the future of the Paid Parking Program (anticipated to end in March 2014) in December 2013. She provided an update on the Texoma Area Paratransit System (TAPS) which provides limited bus service in the area and advised regarding terms of a new access agreement with DART anticipated to be considered in August 2013. Ms. Wilkins advised that TAPS will take over a portion of the former operations of CCART in Collin County and spoke to a temporary taxi voucher program to cover customers losing CCART access. She spoke to the rise in light rail ridership and decline in bus ridership, the transition of HOV lane maintenance from DART to TxDOT in October 2012, and the Integrated Corridor Management (ICM) Program monitoring and providing traveler information regarding all modes of transportation in the US 75 area.

Presentation on Oak Point Park and Nature Preserve Visitors' Center and Parks and Recreation Offices

City Manager Glasscock spoke to evaluation and issues related to updating the Municipal Center South (MCS) and/or relocating Parks and Recreation Administrative Staff. He spoke to the potential to move forward on construction of the Oak Point Park and Nature Preserve Visitors' Center and relocation of staff to reduce the center's potential operations and maintenance costs.

Director of Parks and Recreation Fortenberry spoke to bond authority received for the Visitors' Center in the 2005 election, the available proceeds from the sale of (MCS), and park features. She advised that the parking lot and utilities are in place and grade work has been done and addressed reconfiguration of the space to accommodate administrative offices. Ms. Fortenberry advised that construction costs are anticipated to be \$5-6 million, with General Fund expenses of \$170,036 and revenues of \$76,000. She advised that the proposal allows for downtown redevelopment, provides office space for staff, utilizes existing bond authority, leverages the use of spaces and staff, utilizes basic infrastructure, and completes a delayed public project. Mayor Pro Tem Smith and Council Member Miner spoke in support of the recommendation. Deputy Mayor Pro Tem Harris and Council Member Gallagher spoke to careful deliberation of the proposal. Ms. Fortenberry responded to the Council regarding available funding and Deputy City Manager Turner spoke to a potential buyer for MCS. City Manager Glasscock advised that an architectural services contract will be brought forward for Council consideration at the July 24 meeting.

Mayor LaRosiliere adjourned the Preliminary Meeting directly into the Regular Session at 7:02 p.m. during which remaining items from the Preliminary Agenda were discussed.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
July 22, 2013

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, July 22, 2013, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Associate Pastor Julian McMillian of Grace Outreach Center led the invocation and Boy Scout Troop 747 of Legacy Church led the Pledge of Allegiance.

Mayor LaRosiliere recognized the Plano Planning Department for receipt of the 2013 CLIDE Award from the North Central Texas Council of Governments

The Council resumed discussion of items from the Preliminary Agenda.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the June 2013 report finds General Fund revenues down as a percentage of budget as compared to last year while Water and Sewer revenues are up slightly. She stated that actual General Fund revenues are up 2.4 million, primarily due to an increase in collection of ad valorem taxes. She spoke to the overall sales tax improvement during the fiscal year. Ms. Tacke advised that General Fund expenditures are up due to a 3% non-civil and 2% civil service pay increase effective in October and she spoke to Marketing and Community Engagement professional services and annual maintenance for the new radio system. She advised that the unemployment rate is at 5.7%.

Personnel – Reappointments:

Photographic Traffic Signal Advisory Committee

Council Member Duggan reappointed Doug Bender. Mayor Pro Tem Smith reappointed Joseph Celso. Council Member Gallagher reappointed Natalie Crawford. Council Member Miner reappointed Peter Pennesi. Council Member Davidson reappointed Robert B. Drotman.

Plano Housing Authority

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Earnest Burke, Linda K. Prindiville, and Wanda F. Russell.

Appointments:

Plano Health Facilities Development Corporation

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Duggan, the Council voted 8-0 to appoint Mayor LaRosiliere and Council Members Miner and Davidson.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Mayor Pro Tem Smith requested that Consent Agenda Item “T” be removed for individual consideration.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item “A”)
June 24, 2013

Approval of Expenditures

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

Bid No. 2013-237-B for the purchase of Below Grade Waterproofing from Mid-Continental Restoration Company, Inc. in the amount of \$83,758 for the Fire Administration Building and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

CSP No. 2013-269-B for the Mapleshade Lane project to McMahan Contracting, L.P. in the amount of \$1,230,754 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2013-194-C for an annual contract with three (3) City optional renewals for Auto and Truck Non-OEM Parts for the Inventory Control and Asset Disposal (ICAD) Department to be utilized by the Fleet Department to Freedom Chevrolet and Dodge in the estimated annual amount of \$140,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of material testing services for Preston Road Corridor in the amount of \$95,007 from TEAM Consultants, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-399-D) (Consent Agenda Item “E”)

To approve the purchase of Utility Billing and Risk Management suite construction at the Municipal Center in the amount of \$142,639 to Kellogg, Brown, and Root, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R5087) (Consent Agenda Item “F”)

To approve the purchase of installation and maintenance of raised pavement markers through an existing annual contract for Public Works in the estimated annual amount of \$145,000 from A & M Maintenance Services, Inc. through the City of Garland (Contract No. 2339-11) and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2013-303-I) (Consent Agenda Item “G”)

To approve the purchase of thermoplastic pavement markings and installation through an existing annual contract with three (3) City optional renewals for Public Works in the estimated annual amount of \$145,000 from A & M Maintenance Services, Inc. through the City of Richardson (Contract Number 61-11) and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2013-304-I) (Consent Agenda Item “H”)

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

To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc. in the amount of \$152,500 for Gun Range Modifications - Design; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

To approve an Architectural Services Agreement by and between the City of Plano and EIKON Consultant Group, LLC in the amount of \$180,000 for Plano Centre Renovations; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects in the amount of \$621,640 for Oak Point Recreation Center Expansion and Renovation; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and Halff Associates, Inc. in the amount of \$76,500 for design services for Three Cities Trail - Rowlett Creek SH 121 to Custer and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve the assignment of an existing agreement with Allegiance Security Group, LLC to a new provider, Universal Protection Service, LP, for Security Personnel Services and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

Approval of Contract Modification

To Wiginton Hooker Jeffrey, PC increasing the agreement by \$153,050 for Fire Stations 2, 6 and 7 Renovations, Modification No. 1. (Consent Agenda Item “O”)

Adoption of Resolutions

Resolution No. 2013-7-1(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Harley-Davidson Financial Services, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “P”)

Resolution No. 2013-7-2(R): To approve the terms and conditions of a Third Amendment to an Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “Q”)

Resolution No. 2013-7-3(R): To approve the terms and conditions of a First Modification to the contract by and between Samaritan Inn, Inc. and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “R”)

Adoption of Ordinances

Ordinance No. 2013-7-4: To repeal Ordinance No. 2013-1-17; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective July 22, 2013; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “S”)

Ordinance No. 2013-7-5: To abandon all right, title and interest of the City, in and to that certain 80-foot Drainage Easement recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas and being situated in the Hezekiah Douglas Survey, Abstract No. 272, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Magnolia Lodging Development, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “T”)

END OF CONSENT

Purchase from an Existing Contract: To approve the purchase of fitness equipment for the Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers from Fitco Fitness in the amount of \$315,331 through an existing contract/agreement with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12) (Consent Agenda Item “I”)

Director of Parks and Recreation Fortenberry stated that funding for equipment replacement is provided through recreation center memberships and gave a breakdown of expenses for each location. She responded to Mayor Pro Tem Smith, advising that decisions on what equipment to replace are based on wear and the number of hours of usage and she reviewed specific items for the Liberty Center.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to approve the purchase of fitness equipment for the Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers from Fitco Fitness in the amount of \$315,331.

Public Hearing and adoption of Resolution No. 2013-7-6(R) to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff’s Office for the disbursement of the 2013 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “1”)

Chief Rushin spoke to monies shared among entities with the City of Plano receiving \$21,456 that can be spent in several law enforcement areas. He advised that there is no cash match for these funds and stated that the recommended purpose is the funding of GPS trackers for the Criminal Investigative Services Division.

Resolution No. 2013-7-6(R) (cont'd)

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

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve the terms and conditions of an interlocal agreement between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2013 Edward Byrne Justice Assistance Grant funds; and further to adopt Resolution No. 2013-7-6(R).

Consideration of Bid No. 2013-235-C for a one (1) year contract with three (3) City-optional renewals for animal licensing services for the Animal Services Department in the estimated annual amount of \$63,900; whether to declare the low bidder, LDM Design and Construction, a non-responsible bidder based on Staff's assessment of the bid parameters; and whether to award the contract to PetData, Inc. as the lowest responsible bidder and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item "2")

Animal Services Manager Cantrell spoke to the services currently provided by PetData, Inc. and the significant increase in revenues. He responded to the Council, advising that pet registrations enable Staff to verify rabies vaccinations and provide owner information to facilitate the return of animals. Mr. Cantrell spoke to Staff efforts to publicize the need for registration. He advised that upon review, the low bidder for the contract had no verifiable history in handling animal registrations or a website and spoke to the recommendation to award the bid to PetData, Inc.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to declare the low bidder, LDM Design and Construction, a non-responsible bidder based on Staff's assessment of the bid parameters and to award the contract to PetData, Inc. as the lowest responsible bidder.

Public Hearing and adoption of Resolution No. 2013-7-7(R) to adopt the 2013-2014 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2013-2014; and declaring an effective date. (Regular Agenda Item "3")

Community Services Manager Day advised that the plan includes proposed use of funds for 2013-14 and spoke to the application process, public hearings and decision-making of the Community Relations Commission. She advised that recommendations are tied to the goals established by the Council and that Staff and the Commission request approval as submitted. Ms. Day responded to Mayor LaRosiliere advising that, as a result of a one-time increase in Buffington funds, recipients are seeing an increase.

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

Resolution No. 2013-7-7(R) (cont'd)

Upon a motion made by Council Member Miner and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to adopt the 2013-2014 Action Plan, including the summary of Community Development Block Grant and HOME Partnership objectives and proposed use of funds for program year 2013- 2014.

Resolution No. 2013-7-8(R): To authorize the filing of applications for Federal Funds in an amount not to exceed \$1,535,127 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. (Regular Agenda Item “4”)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0 to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,535,127 under the Housing and Community Development Act and the HOME Investment Partnership Act; and further to adopt Resolution No. 2013-7-8(R).

Public Hearing and consideration of Annexation Case A2013-01 – Request to annex 3.14+ acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano (Regular Agenda Item “5”)

Director of Planning Jarrell advised that this portion of Park Boulevard was never brought into the City of Plano and spoke to clarifying responsibility for emergency response. She stated that a second Public Hearing will be held on July 24 with an ordinance for consideration coming forward in late August. Ms. Jarrell spoke to future boundary adjustments to address strips of property lying within Hebron city limits.

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

Public Hearing and adoption of Ordinance No. 2013-7-9 as requested in Zoning Case 2013-11 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 638 so as to allow the additional use of Patio Home on 6.1± acres of land located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; 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: Randall’s Food & Drug, LP (Regular Agenda Item “6”)

Ordinance No. 2013-7-9 (cont'd)

Director of Planning Jarrell advised that the property was originally planned for a supermarket; but, that the company has decided to sell it for a new subdivision of 31 patio homes. She spoke to the plan's conformance with the Comprehensive Plan, available capacity in area schools, and resultant reduction in the amount of undeveloped retail zoned property within the City. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as submitted.

Mayor LaRosiliere opened the Public Hearing. Chuck McKinney of JBI Partners, representing the applicant, responded to Council regarding access points to the subdivision and adjacent retail parcels. Ms. Jarrell spoke to the challenges of converting infill properties from retail to residential and responded to Council that adjacent retail lighting must meet City requirements. Mr. McKinney advised regarding sales prices and timeframes. No one else spoke for or against the item. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to grant Specific Use Permit No. 638 so as to allow the additional use of Patio Home on 6.1± acres of land located on the north side of McDermott Road, 370± feet west of Custer Road; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-11 and further to adopt Ordinance No. 2013-7-9.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:01 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
OPEN MEETING
July 24, 2013**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Wednesday, July 24, 2013, at 5:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Mayor LaRosiliere inquired if anyone in the audience wished to address the Council; seeing none, he proceeded with the agenda.

Public Hearing and Consideration of Annexation Case A2013-01 - Request to annex 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano. Second Public Hearing. First Public Hearing held 7/22/13. (Agenda Item "I")

Planning Director Jarrell advised that the request, which includes the Park Boulevard/Midway Road intersection, will result in the City gaining control over the roadway to clarify emergency response. She further advised that an ordinance would come forward in August for Council consideration.

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

The Council concurred in directing Staff to move forward.

Consideration of an Architectural Services Agreement by and between the City of Plano and H+UO Architects, LLP, in the amount of \$326,850 for the Oak Point Park - Visitor Center and Parks and Recreation Offices; and authorizing the City Manager to execute all necessary documents. (Agenda Item "II")

Director of Parks and Recreation Fortenberry spoke to usage of Oak Point Park and the center acting as an introduction and gateway to amenities. She spoke to possibly using a term other than "visitor" to describe the center and focusing on providing interpretive exhibits and outdoor-based educational offerings. Ms. Fortenberry reviewed the history of the project from its inception to the 2005 bond election approved by citizens, and spoke regarding delays resulting from the economic downturn. She spoke to the opening of trails in the summer of 2009, citizen interest in the center, its potential for outdoor special events, redevelopment of downtown with the movement of Staff to another location, more effective use of an on-staff outdoor adventure supervisor at this location and grade work, utilities and parking in place.

City Manager Glasscock spoke to consideration of sites to relocate Parks and Recreation Staff and the opportunity to move forward on a project approved by voters in 2005. Ms. Fortenberry responded to Council Member Duggan regarding projected revenues from retreat bookings and classes with initial visitation estimated at 200-250 per day. She further responded to Council Member Gallagher, advising that the center will provide a different setting for retreats than that of Plano Centre and to Council Member Downs regarding the opportunity to provide more outdoor-based programming. Council Member Miner spoke regarding current use of the trails and potential use of retreat space. Deputy Mayor Pro Tem Harris spoke to receiving more budget information before making a decision.

Mayor Pro Tem Smith spoke to validating the voters' decision made in 2005 and Staff developing a way to finance the project. Council Member Davidson spoke of the viability of the proposal, making maximum use of bond funds, the need for retreat space and indoor/outdoor learning opportunities. Mayor LaRosiliere spoke to voter approval in 2005 and similar outdoor educational facilities in the region. Council Member Gallagher stated concern regarding the cost of the project and tabling the item to receive information on various options at a range of prices. Council Member Duggan stated concern related to the long-term viability of the center. Deputy Mayor Pro Tem Harris spoke to budget cuts over the last several years and in support of delaying consideration.

A motion was made by Council Member Miner and seconded by Mayor Pro Tem Smith to approve the Architectural Services Agreement by and between the City of Plano and H+UO Architects, LLP, in the amount of \$326,850 for the Oak Point Park - Visitor Center and Parks & Recreation Office. The Council voted 5-3 with Deputy Mayor Pro Tem Harris and Council Members Duggan and Gallagher voting in opposition. The motion carried.

Presentation of the 2013-2014 Recommended Budget and Proposed Community Investment Program (CIP) to the City Council (Agenda Item “III”)

City Manager Glasscock thanked Staff for their efforts and spoke to the Council’s upcoming Budget Worksession to be held on August 17. He spoke to focusing on the restoration of services to maintain the quality citizens have come to expect and meet Council goals of enhancing public safety and responding to the backlog of major capital projects. Mr. Glasscock advised that the budget is balanced with 30 days of operation and maintains the 48.86 tax rate, funds two cents for economic development with an additional transfer of \$1 million for a total of \$6.3 million and provides salary increases for all employees.

Budget and Research Director Rhodes-Whitley spoke to combined budget expenditures of \$446 million reflecting an increase of \$21 million over 2012-13, primarily due to water and waste water costs, with Public Safety consisting of 26.5%, Water/Sewer 26.4% and General Government 17% of the budget. She spoke to a 3% across-the-board salary increase for non-civil service, 2% for civil service employees in the total amount of \$4 million and various other salary adjustments and Mr. Glasscock spoke to efforts to maintain competitive compensation levels. Deputy Mayor Pro Tem Harris requested information regarding the percentages of the total increase that will be spent on civil service versus non-civil service employees. Ms. Rhodes-Whitley spoke to the hiring of 22 full-time positions with 20 for restoration and enhancement of public safety programs, one for capital improvement projects and one GIS Data Base Administrator at a total cost of \$1.7 million. Mr. Glasscock responded to Council Member Gallagher that 110 positions have been cut in recent years, and that recommendations restore service at “pinch points.”

Ms. Rhodes-Whitley spoke to the increase of \$2.1 million to the Capital Reserve Fund, an additional \$5.3 million for Water and Sewer CIP projects based on the pay-as-you-go program, CIP operation and maintenance coming on-line at \$225,377 and a projected increase of \$6.2 million of water district contract costs. Mr. Glasscock responded to Council Member Downs, advising that some of the increase in water district costs are related to pipeline construction and will remain in place for the duration of the bonds funding the projects.

Ms. Rhodes-Whitley spoke to general fund revenues of \$223 million with 39.5% from property taxes, 27.5% from sales tax and 33% from other revenue. She spoke to increases in assessed property values of 5% or \$1.3 million and spoke to Plano’s tax rate as compared to other area municipalities based on 2012-13 rates. She spoke to sales tax projections of \$61.5 million, a conservative projection of building and development revenues, and General Fund expenditures with Public Safety/Health at 48.4% and non-departmental expenses and transfers at 21.0%. She spoke to North Texas Municipal Water District (NTMWD) projections of a 10.6% increase in water rates and 5.7% in sewer rates, projected usage and refunds, advising that additional information will be coming forward on August 17. Deputy Mayor Pro Tem Harris requested a five-year projection of the costs associated with payments for “unused” water.

Ms. Rhodes-Whitley advised regarding \$116 million in Capital Improvement Projects with streets at 24%, capital reserve at 23%, and Parks and Recreation at 23%. She spoke to inclusion of \$225,000 for facility maintenance and service costs, one Senior Equipment Operator, and Parks and Recreation maintenance. Ms. Rhodes-Whitley reviewed the budget calendar and advised that information will be posted to the City's website.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:09 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL RETREAT
August 5, 2013

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Mark Israelson, Director of Policy and Government Relations
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the City Council Retreat on Monday, August 5, 2013, at 6:00 p.m., in Training Room A of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Goals and Core Businesses, including Council Governance Roles and Responsibilities

Ron Holifield of Strategic Government Resources, facilitated the worksession, and spoke to the importance of rhythms of success, predictability earning trust, and strategic thinking as the role of Council rather than execution. Mr. Holifield reviewed the collective roles and responsibilities of the governing body: determining the organization's mission and purpose; selecting the chief executive; providing proper financial oversight; ensuring adequate resources; ensuring legal and ethical integrity and maintaining accountability; ensuring effective organizational planning; recruiting and orienting new board members and assessing the board's performance; enhancing the organization's public standing; determining, monitoring and strengthening the organization's programs and services; and supporting the chief executive and assessing his performance.

Mr. Holifield spoke to the duties of individual Council members to: gain an understanding of the organization's mission, goals, and objectives; understand the environment within which the organization operates; prepare for meetings; maintain confidentiality with proprietary items of the organization or its members; avoid situations where special considerations are afforded a board member; and obtain an understanding of the organization's financial statements in helping the board fulfill its fiduciary responsibility.

Mr. Holifield spoke to the duties of the Mayor to: nurture and facilitate the Council as a team; build trust in his leadership that is independent of Council Member positions on any given issue; build trust in his leadership among staff in the integrity of the processes and value system that Council demonstrates; protect and defend the values of the team in the way they interact with each other; lead the Council meetings in a way that protects the integrity of the process and the credibility of the Council; represent the team publicly; and serve as a sounding board for the City Manager.

Mr. Holifield spoke to a general increase in Council confidence and decrease in anxiety in 2013 as compared to 2012 when reviewing last year's major themes including: the City's future identity; effectively leveraging the opportunities of increased diversity; decisions related to the relationship between the level of service and the tax rate; issues related to development patterns; the City's relationship with the school district; maintaining innovative solutions; consideration of new and different ways to raise revenue; defining expectations for operational analysis; developing future civic leaders; engaging and communicating with the citizens; focusing on strategic and governance issues; and drawing the best/brightest staff members to deal with challenges.

The Council stated a consensus to affirm the City's vision: *Plano is a vibrant, safe and sustainable city with attractive neighborhoods and urban centers, a vital economy, a high degree of mobility and an abundance of educational, recreational and cultural opportunities.*

The Council stated a consensus to affirm the City's 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.*

The Council stated a consensus to affirm the *Three Pillars of Service*:

- Provide outstanding service and facilities
- Through cooperative efforts with citizens
- That contribute to the overall quality of life

The Council stated a consensus to affirm the *Six Pillars for Plano's Vision* that form the foundation of Plano's strategic vision:

- A diverse, international and emerging urban city and metropolitan center
- A multifaceted city which meets the needs of its citizens to work, live and play here
- A city known for very high quality city services
- A city of vibrant and renewing neighborhoods
- A city of business and enterprise of national and international importance
- A city that partners with a variety of educational institutions to support and encourage exceptional quality of education at all levels

The Council stated a consensus to affirm the *Twelve Reputational Drivers* critical in making the above strategic vision a reality:

- THE place to live
- A place that values and expects excellence
- High quality of life
- A progressive city
- Excellent schools
- Home to major corporations
- Broad variety of desirable housing
- Easy access to the entire region and to jobs
- Employment center
- Family oriented
- A destination location
- Reestablished identity

The Council stated a consensus to affirm the *Eight Operational Drivers*:

- Exceptional quality services
- A well maintained community that has a very attractive appearance
- A safe city
- Highly professional staff
- A high quality customer service orientation
- High quality and ample parks and green space
- Successfully transitioning into a mature city
- Innovative programs and solutions

The Council stated a consensus to affirm Plano's Beliefs:

- Working as a team we pledge to be:
 - Respectful of individual dignity and rights
 - Financially responsible
 - Ethical and responsive to our customers
 - Innovative in addressing community needs
 - An organization in which we can serve with pride

Mr. Holifield spoke to Council Members providing differing views while acting as a whole and to the integrity of the process having a higher priority than individual decisions.

The Council reviewed each of the *Eight Strategic Goals*

- Enhance Operational Analysis and Effectiveness
- Protect and Sustain the Quality of Governance
- Affirm and Reinforce Plano's Commitment to Being the Best
- Improve Communications
 - Council Member Downs requested information be brought back regarding the forms of communication currently being utilized and their effectiveness.
- Enhance Plano's Role as a Regional Leader
- Evaluate Options for Revitalizing Collin Creek Mall
- Evaluate Options for the future of Plano Centre and The Arts Center of North Texas
 - Deputy City Manager Ross advised that Plano Centre is operating at 68% cost recovery and that it is funded through hotel/motel taxes. City Manager Glasscock spoke to operational subsidies typically required by convention centers. The Council stated a consensus to remove Plano Centre from the list of major goals and to reconsider it in three to five years. The Council stated a consensus to remove the Arts Center of North Texas from the list of major goals.
- Strengthen the Working Relationship with our Educational Partners

Mr. Holifield reviewed the major themes and trends gathered from Council interviews. He advised that current primary concerns are: aging infrastructure, neighborhood revitalization, the needs of an aging and diverse population, developing future leaders, passing on the City's history, addressing financial realities, embracing innovation/growth/reinvention, making tough decisions that will impact the future (5-10 years), providing incremental value while scrutinizing additional expenditures, making decisions through a long-term lens, maintaining the budget, and retaining of key/responsive staff. Mr. Holifield advised regarding the Council's top priorities for the coming year: continued economic development, prioritizing changes needed in the next 5-10 years (2020), doing more than maintaining status quo, bringing new businesses into the City, maintaining safety, revitalizing older neighborhoods/retail, proper development of remaining land, reevaluating the tax rate to ensure levels of service, and assisting underprivileged children. He advised regarding the Council's views on the top mid-term priorities (2-3 years): clarity in addressing redevelopment and revitalization, maintaining infrastructure, providing additional entertainment options, addressing economic development and public safety, reviewing Staff's ability to address code enforcement issues, encouraging job growth, and succession planning for all levels of the organization.

Mr. Holifield advised regarding Council views on long-term priorities (over 3 years): protect our reputation as THE city in which to live; develop/plan/make decisions affecting the long term; create/implement a vision for Collin Creek area; revitalize strip centers; address economic development/infrastructure; and maintain public safety. He spoke to services that might be discontinued: operations and maintenance costs that might be restructured as a joint public/private venture; consideration of Plano Pure mulch; services that compete with the private sector such as Plano Centre, and recreation centers/golf course. Mr. Holifield spoke regarding Council views on services that should be continued but altered in level or quality including: library and recreation services; responses to home-based businesses; and maintenance of entry areas/monuments.

He advised regarding consideration additional services including: senior transportation and maintaining/improving the appearance of infrastructure (medians, streets, rights-of way, etc.). Mr. Holifield spoke to the Council's views on items needing attention inside the organization: competitiveness in the job market; succession planning; customer service and receiving feedback; staff implementation of new ideas/methods; and focusing on financial health. He spoke to the Council's views on their effectiveness as a team: dependency on the leadership of the Mayor; the high level of mutual respect; the impact of new members; and defining the role of the Mayor.

The Council recessed the worksession at 7:13 p.m. and reconvened at 7:24 p.m.

Mayor LaRosiliere spoke to the importance of the Council having a shared vision and his passion for the City. He addressed the change in leadership style, his focus on the betterment of Plano, and role as the primary ambassador representing the Council and Staff. Mayor LaRosiliere spoke regarding trust within the Council, Plano's status as a major city and asked Council to step forward if they have an area of interest.

Mr. Holifield reviewed the Major Themes of 2013:

- Neighborhood Revitalization
- Succession Planning
- Four corners shopping centers revitalization
- Role and relationship between the Mayor and Council
- Citizen communication process
- Aging infrastructure
- Planning to accommodate changing demographics
- Operational analysis

Following small group discussions, the Council provided input on the following items. In describing great operational analysis they spoke to receiving: fact-based information using a common language and telling all sides of the story; receiving options and costs; adequate lead time to review the information and ask questions; information on long-term implications of making (or not making) a decision; consistent and unbiased presentations; and clear expectations of the intended results. In describing exceptional customer service they spoke to: responsiveness, telephone etiquette; focusing on the Building Inspections Department; and stated consensus in support of a goal to analyze customer feedback in the Planning, Engineering and Building Inspections Departments. The Council spoke to providing personal greetings to those entering the Municipal Center. For ensuring the best citizen communication, the Council discussed development of a deliberate marketing strategy/plan.

Mr. Holifield spoke to continuing discussions on August 19. Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 9:31 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
Worksession
August 7, 2013

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Pat Miner

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Worksession on Wednesday, August 7, 2013, at 6:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Opening Remarks

City Manager Glasscock spoke to Staff review of those requests for in-kind services only and funding recommendations for Dickens in Historic Downtown, Holiday Lights in Downtown, All-American 4th, Plano Christmas Parade, Sunset at Memorial Park, Independence Day Parade, and Downtown Feasti-val. The Council concurred with the recommendations.

Funding Requests

Buffington Community Service Grants

Community Relations Commission Chair Valente advised that the fund was established in 1998 to address community needs and provide for programs addressing short-term, urgent economic assistance or care services; offer immediate relief of a crisis impacting the physical and/or mental health of Plano residents; and meet a consolidated plan goal. He advised that grants are limited to 50% of any agency's budget by state law and are available to non-profit agencies that have been in operation for three years or more. Mr. Valente reviewed data and spoke to the significant increases in the City's poverty, homelessness and unemployment levels.

Mr. Valente thanked commissioners and Staff for their efforts and advised that of the 31 applications for funding, 6 were funded with federal monies (\$195,000) and 20 with Buffington Community Service funds (\$385,533 or \$1/capita plus a one-time allocation of \$120,623). He reviewed the financial challenges for grants, advising that funds were only available for 50.6% of the requests. Mr. Valente reviewed the types of programs that will be supported by recommended funding including: at-risk youth; home-delivered meal services for seniors; senior wellness/healthcare; clothing for school children; housing for homeless; services for battered/abused women and children; general medical/dental care; crisis counseling and/or intervention; financial assistance; and information and referral services. He further spoke to coordination among organizations reducing duplication of efforts.

Mr. Valente responded to the Council regarding the reduction in federal monies and the resultant shifting of some organizations from CDBG (Community Development Block Grants) to Buffington funding. He further advised that applicants must demonstrate that resources are spent for the benefit of City of Plano residents and spoke to evaluation of the services of each organization. Mr. Glasscock advised that the one-time allocation (\$120,623) came from funds left in a discontinued social services donation program and that recipients were advised that levels will return to the per-capita level in 2014. Mayor LaRosiliere thanked the board for their efforts and the Council stated concurrence in supporting the recommendations.

Presentation of Cultural Affairs Commission

Cultural Affairs Commission Chair Safir thanked commissioners and Staff for their efforts and spoke regarding the grant application process including electronic submittal, attention to in-kind goods and services, and new guidelines related to IRS standards. He advised that of the applications reviewed, two did not meet minimum scores and that funding is recommended for four event/urban-town centers programs in the amount of \$35,951 from the General Fund, \$184,300 from the Hotel/Motel Fund for the Balloon Festival and 17 major arts groups in the amount of \$768,468.

Mr. Safir advised that the Art & Drama Centre Theatre is a children's program and clarified funding for the Plano Children's Theatre. He further responded to the Council, advising that with regard to the reduction for the Plano Community Band, the Commission was bound by the guideline standards of eligible expenses which include only professional services, and not general volunteer hours. Tommy Giulbert, Conductor of the Plano Community Band, provided a history of the organization and spoke to recognitions/invitations received, free concerts for the community, volunteer nature of the group and the reduction in funding jeopardizing the organization. Jennifer Grace, Plano Community Band board member, spoke to other organizations that collect ticket revenue, the status of members as volunteers rather than professionals and requested consideration of an allocation for groups that are clearly volunteer in nature or providing additional funding to the Cultural Affairs Commission for discretionary awards.

Mayor LaRosiliere and Council Member Davidson spoke regarding evaluating groups with uniformity. Ms. Grace responded to the Council, advising that the group applies for funding from the City of Richardson and has instituted other measures including sponsorships. She advised that of the prior year's budget approximately 75% was provided for by the City of Plano. Deputy Mayor Pro Tem Harris stated agreement with the recommendations of the commission rather than making adjustments that would impact other groups.

Council Member Duggan spoke in support of the group and regarding their volunteerism. Mayor LaRosiliere spoke to grants supporting a group rather than providing a majority of their funding. Mr. Safir responded to Council Member Downs regarding another group impacted by the revised guidelines and Mr. Downs spoke to agreement with the recommendation rather than making an adjustment. He spoke to ensuring guidelines are communicated to applicants. Council Member Gallagher spoke to the Plano Community Band representing the City. Mayor Pro Tem Smith spoke in support of accepting the recommendations. Mayor LaRosiliere stated the Council's consensus to move forward as recommended.

Presentation of Heritage Commission

Heritage Commission Chair Graley spoke to funding for these grants coming from hotel/motel taxes and earmarked for items that will build tourism in Plano and benefit the hospitality industry. He spoke to recommended grants covering operations/maintenance and projects for the Heritage Farmstead Museum (\$530,000), the Plano Conservancy for Historic Preservation, Inc. (\$221,568) and the North Texas Masonic Historical Museum and Library (\$16,900). Mr. Graley advised regarding the cost estimate for a request to replace a canopy at the Interurban Railway Museum and Comprehensive Planning Manager Schwarz stated that should funds be left unspent, they may be reallocated. The Council concurred with recommendations as presented.

Council Items and Issues for Discussion

No items were considered

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:03 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2013-271-B for the purchase of the Oak Point Recreation Center Combined Heat and Power Plant and Replacement of Pool HVAC to Berger Engineering Company in the amount of \$1,643,729, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		37,145	1,318,000	4,000,000
Encumbered/Expended Amount		-37,145	-217,174	0
This Item		0	0	-1,643,729
BALANCE		0	1,100,826	2,356,271
FUND(S): CAPITAL RESERVE & RECREATION CENTER FACILITIES CIP				
<p>COMMENTS: Funds are included in the Capital Reserve Fund and Recreation Center Facilities CIP Fund in 2012-13 and are anticipated in the 2013-14 Proposed CIP. This item, in the amount of \$1,643,729 will leave a balance of \$3,457,097 for the Oak Point Rec Center - Bldg. 92 and 09 Oak Point Rec Center Expansion projects for FY 2013-14.</p> <p>STRATEGIC PLAN GOAL: Replacing critical climate control systems at recreation centers relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Berger Engineering Company, in the amount of \$1,643,729, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Oak Point Recreation Center (2013-271-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



City of Plano
1520 K Avenue
Plano, TX 75074

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

TO: Michael Parrish, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: July 10, 2013

SUBJECT: **Oak Point Recreation Center Combined Heat and Power Plant and Replacement of Pool HVAC – 2013-271-B**

I have reviewed the bids submitted for the Oak Point Recreation Center Combined Heat and Power Plant and Replacement of Pool HVAC. The systems will heat the pool and provide cooling and humidity control for the pool area. The existing systems have deteriorated such that failure is expected. I am recommending award to the lowest responsive, responsible bid submitted by Berger Engineering Company for \$1,643,729. The bid of \$1,590,000 submitted by Gulf Energy Systems, Inc. is deemed non-responsive because they did not submit the required Bid Bond.

The project funding provided is \$1,300,000 in Capital Reserve account 54488 and \$343,729 is in CIP account 23407 for the Oak Point Recreation Center.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Michael Smith
Matt Yager

CITY OF PLANO

BID NO. 2013-271-B OAK POINT RECREATION CENTER COMBINED HEAT AND POWER PLANT AND REPLACEMENT OF POOL HVAC BID RECAP

Bid Opening Date/Time: June 25, 2013 @ 2:00 PM

Number of Vendors Notified: 2951

Vendors Submitting "No Bids": 1

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 1

Berger Engineering Company \$1,643,729

Recommended Vendor:

Berger Engineering Company \$1,643,729

Michael Parrish

June 25, 2013

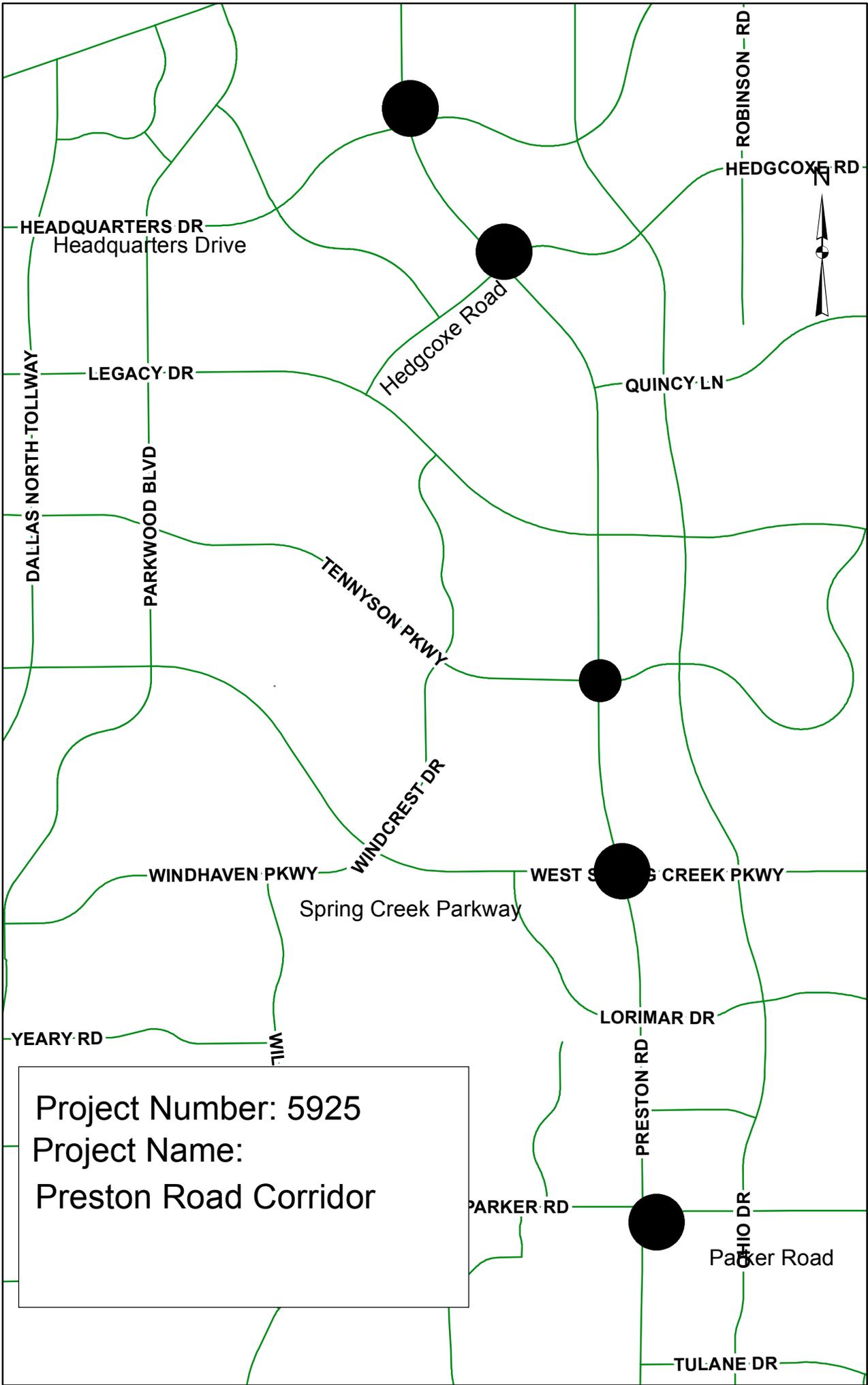
Michael Parrish, Senior Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonke (7198) Project No. 5925	
CAPTION				
Bid No. 2013-92-B for the Preston Road Corridor Project to Lone Star Civil Construction, Inc, in the amount of \$4,443,534 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	222,439	5,130,000	0	5,352,439
Encumbered/Expended Amount	-222,439	-336,288	0	-558,727
This Item	0	-4,443,534	0	-4,443,534
BALANCE	0	350,178	0	350,178
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$4,443,534 will leave a current year balance of \$350,178 for the Preston Road Corridor improvements project. STRATEGIC PLAN GOAL: Constructing additional turn lanes to improve traffic flow relates to the City's Goal of Great Neighborhoods – 1 st Choice to Live and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid of Lone Star Civil Construction, Inc, in the amount of \$4,443,534.20 be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.				
The second lowest bid is Tiseo Paving Co., in the amount of \$4,585,358.61.				
The engineer's estimate was \$4,600,000.				
The purpose of this project is to add double left and dedicated right turn lanes at the following five (5) intersections on Preston Road: Parker Road, Spring Creek Parkway, Tennyson Parkway, Hedgcoxe Road and Headquarters Drive. TxDOT will reimburse the City of Plano \$2,192,167 from Regional Toll Revenue Funds.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Recap, TxDOT Approval Letter			N/A	



Project Number: 5925
Project Name:
Preston Road Corridor

**CITY OF PLANO
BID TABULATION
2013-92-B PRESTON ROAD CORRIDOR - PROJECT NO. 5925**

BIDDER:	BASE BID	BID BOND	ADD. AKN.
LONE STAR CIVIL CONSTRUCTION, INC.	\$4,443,534.20	Y	Y
TISEO PAVING CO.	\$4,585,358.61	Y	Y
MCMAHON CONTRACTING, L.P.	\$4,620,599.23	Y	Y
REBCON, INC.	\$5,123,726.60	Y	Y
THE FAIN GROUP, INC.	\$5,144,479.26	Y	N

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

Perry Neeley

June 13, 2013

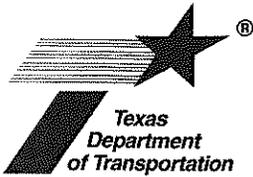
Perry Neeley, Buyer

Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS



RECEIVED

JUL 19 2013

DED

MEMO

July 18, 2013

To: John A. Barton, P.E.
Deputy Executive Director

From: John F. Obr, P.E. *[Signature]*
Construction Division Director

Subject: Award of Local Let Project

RECEIVED

JUL 23 2013

Construction Division

Control: 0091-05-057
Project: C 91-5-57
Highway: SH 289
Collin County

The above referenced project has been reviewed. The City of Plano and the Dallas District recommend awarding the contract to Lone Star Civil Construction, Inc. The total amount of the low bid was \$4,443,534.20, which is 3.4 percent under the engineer's estimate of \$4,601,741. This project is funded with SH 121 Regional Toll Revenue (RTR) at \$2,433,306. The City is responsible for any costs above this amount.

There were no add/delete alternates in this project.

Attached is the State Letter of Authority for locally let projects, indicating clearances for the following:

- Encroachments
- Relocation assistance
- Environmental

The right of way and utilities are not cleared; however, the district does not anticipate any delays to the contractor's operations.

We request your concurrence in the award of this project. If you have any questions, please call Brian Hohle at 512/416-2491.

I CONCUR

John A. Barton, P.E.
22 July 2013

OUR GOALS
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/12/2013			
Department:		Parks & Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger x7255					
CAPTION					
Bid No. 2013-290-B for the Hoblitzelle Park Erosion Control project, Project No. 6277 to Enviromental Safety Surfaces, Inc. in the amount of \$642,500, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		161,048	1,829,000	500,000	2,490,048
Encumbered/Expended Amount		-161,048	-128,170	0	-289,218
This Item		0	-642,500	0	-642,500
BALANCE		0	1,058,330	500,000	1,558,330
FUND(S): MUNICIPAL DRAINAGE CIP					
COMMENTS: Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$642,500, will leave a current year balance of \$1,058,330 for the Creek Erosion project. STRATEGIC PLAN GOAL: Construction of structural erosion control improvements at Hoblitzelle Park relates to the City's Goal of Great Neighborhoods – 1 st Choice to Live.					
SUMMARY OF ITEM					
Staff recommends that the bid of Enviromental Safety Surfaces, Inc. in the amount of \$642,500 be accepted as the lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents. The low bid of \$642,500 is within the project budget of \$680,000 and within the consultant's estimate of \$669,588. In the event the low bidder cannot execute contract documents, staff recommends that the project be rebid.					
This project is for the construction of an erosion control structure within Hoblitzelle Park. The erosion control structure will be located in a narrow section of greenbelt on the north end of the park. Creek erosion is threatening the existing trail. There is no space available between the creek and existing homes to relocate the trail. If the erosion continues unchecked it will eventually threaten three (3) existing residential properties including a residential swimming pool.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Bid Recap and Location Map					

CITY OF PLANO

BID NO. 2013-290-B
Hoblitzelle Park – Erosion Control Project No. 6277
BID RECAP

Bid opening Date/Time: June 25, 2013 @ 2:30 pm

Number of Vendors Notified: 727

Vendors Submitting “No Bids”: 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 4

ENVIROMENTAL SAFETY SERVICES, INC.	\$ 642,500
ARK CONTRACTING SERVICES	\$ 878,700
DCi CONTRACTING, INC.	\$ 928,840
EARTH BUILDERS	\$ 1,075,490

Recommended Vendors:

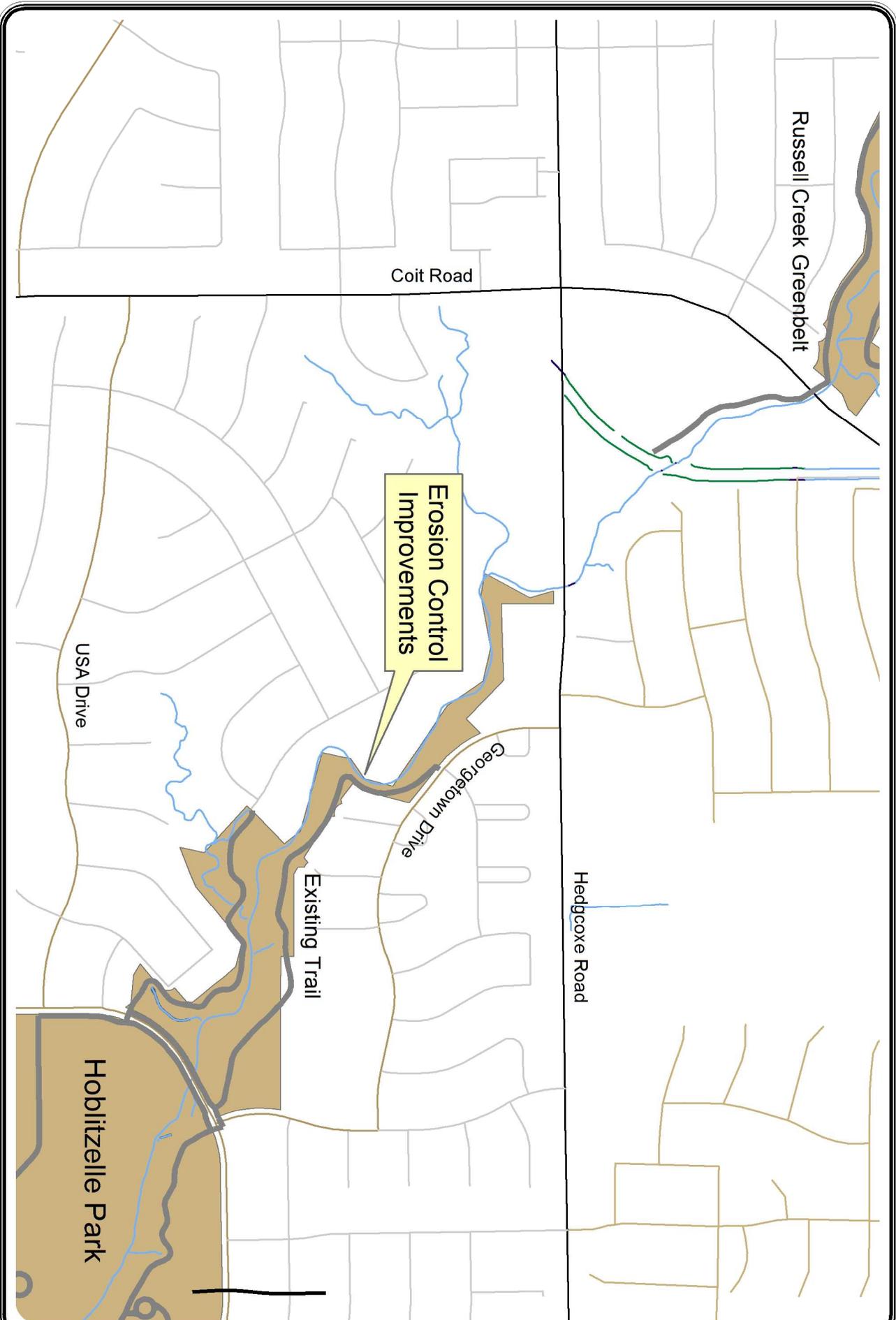
ENVIROMENTAL SAFETY SERVICES, INC.	\$ 642,500
------------------------------------	------------

Nicole Griffin

July 22, 2013

Nicole Griffin
Buyer II

Date



Hoblitzelle Park- Erosion Control





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of one (1) Compact Wheel Loader from Holt Cat, in the amount of \$86,021 for the Fleet Department to be utilized by Compost Operations, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract No. 345-10)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	86,021	0	86,021
Encumbered/Expended Amount	0	0	0	0
This Item	0	-86,021	0	-86,021
BALANCE	0	0	0	0
FUND(S): EQUIPMENT REPLACEMENT FUND, SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<p>COMMENTS: Funds are available in the FY 2012-13 Adopted Budget to purchase One (1) Caterpillar 906H2 Compact Wheel Loader for the un-scheduled replacement of unit #07507 in Cost Center #714/Compost Operations due to unforeseen damage which the repairs needed exceed the value of the equipment. Early replacement funding will come from fund balance within the Equipment Replacement Fund.</p> <p>STRATEGIC PLAN GOAL: Providing One (1) Caterpillar 906H2 Compact Wheel Loader for the City's Fleet Services Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of one (1) Compact Wheel Loader from Holt Cat, in the amount of \$86,021 for the Fleet Department to be utilized by Compost Operations, through an existing contract/agreement with TASB/Buyboard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (TASB/Buyboard Contract No.345-10 / City of Plano Internal Contract No. 2013-298-O)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			NA	



Memorandum

MEMORANDUM

Date: July 30, 2013
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: **Compact Wheel Loader Purchase Recommendation**

It is the recommendation of Fleet Services to purchase one (1) Caterpillar 906H2 Compact Wheel Loader from Holt Cat through the TASB/Buyboard contract #345-10 in the amount of \$86,021.00.

This loader is for the un-scheduled replacement of unit 07507 in Cost Center 714/ Compost Operations due to unforeseen damage. The repairs needed exceed the value of the equipment.

The department has funds available to upgrade the skid loader with a compact wheel loader to be outfitted with a one yard bucket. This loader will be used for loading purchased Texas Pure Products at the Custer Road Compost site, as well as assisting in off-loading brushy loads and smaller operational tasks in a more cost effective manner. In addition, this smaller compact unit is preferred due to increased safety and maneuverability when loading customer's vehicles (pick-up beds and trailers) with purchased bulk or palletized bagged products. Using larger oversized equipment for residential loading in the site's limited space poses increased risk of damage and associated costs to individuals, vehicles and/or trailers.

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

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 12, 2013		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Kellie Boyer (7248)				
CAPTION				
To approve the purchase of a surveillance vehicle in the amount of \$134,523 from Specialty Vehicle Solutions, LLC through an existing contract with US General Services Administration (GSA) and authorizing the City Manager to execute all necessary documents. (GSA Contract #GS-30F-0011T)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	134,523	0
Encumbered/Expended Amount		0	0	0
This Item		0	-134,523	0
BALANCE		0	0	0
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2012-13 Adopted Budget to purchase one (1) Police Department Surveillance Vehicle to replace unit #99012 in the Police Department.				
STRATEGIC PLAN GOAL: Providing one (1) Police Department Surveillance Vehicle for the City of Plano's Police Department relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Police Department recommends the purchase of a surveillance vehicle from Specialty Vehicle Solutions, LLC in the amount of \$134,523 through an existing contract with US General Services Administration (Contract #GS-30F-0011T). The City is authorized to purchase from Federal Schedule Sources of Supply pursuant to Chapter 271 Subchapter G of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



Memorandum

Date: July 25, 2013
To: LaShon Ross, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *GR*
Subject: Replacement Surveillance Vehicle

On 1-29-2013, a vehicle left the roadway and crashed into the garage of the Police Narcotics Unit garage, totaling the surveillance van that was parked inside the garage.

It is the recommendation of the Police Department to purchase a replacement surveillance vehicle from Specialty Vehicle Solutions, LLC through GSA Contract # GS-30F-0011T via the GSA 1122 Program. The GSA 1122 Program enables local governments to purchase equipment through Federal procurement channels provided the equipment is used in the performance of counter-drug activities, homeland security or emergency response activities. This purchase will be contingent upon approval from the State. The surveillance vehicle will be used for counter-drug activities. The replacement cost of the vehicle is \$134,523 and will be covered by available ERF funds.

The Department shopped available cooperative contracts for this purchase. It was determined that the GSA contract with Specialty Vehicle Solutions offered Plano PD the overall best value. Specialty Vehicle Solutions offers a vehicle that best meets the Department's needs and offers training for up to ten (10) users locally, thus saving the City out of state travel costs.

If Council does not award this contract, the effectiveness of drug related investigations would be greatly impaired.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	8/12/2013
Department:	Technology Services
Department Head	David Stephens
Agenda Coordinator (include phone #): Dianna Wike x7549	

CAPTION

To approve the purchase of Partner Assurance Software Support Services (PASS) for Avaya Voice Network, for one (1) year with two (2) optional one year renewals, in the estimated annual amount of \$65,623 from Affiliated Telephone, Inc. through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	2012-13; 2013-14; 2014-15; 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	260,000	189,297	449,297
Encumbered/Expended Amount		0	-140,513	0	-140,513
This Item		0	-7,572	-189,297	-196,869
BALANCE		0	111,915	0	111,915

FUND(S): TECHNOLOGY SERVICES FUND

COMMENTS: Funds are included in the 2012-13 Telecommunications Budget for maintenance contracts that support the City's telephone systems. The estimated amount to be spent in FY 2012-13 for this contract is \$7,572. This item is for a (3) year maintenance and support agreement, subject to funding and budget appropriations in future years. The estimated future amount is \$189,297, (\$65,623 in FY 2013-14 and 2014-15, and \$58,051 in FY 2015-16).

STRATEGIC PLAN GOAL: Maintenance and support contracts relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Technology Services staff recommends the purchase of software and technical support for the City of Plano's Avaya, Inc. telephone systems from Affiliated Telephone, Inc., for one (1) year with two (2) optional one year renewals, through an existing Department of Information Resources contract. The Partner Assurance Support Services (PASS) may only be purchased through a certified partner and Affiliated Telephone, Inc. is a PASS partner. In addition, Affiliated Telephone, Inc. provides maintenance and support for the Avaya hardware through another contract with the City of Plano. These services are required to ensure the continuity of telephone and voice network services for all City departments. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1499)



CITY OF PLANO COUNCIL AGENDA ITEM

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



Memorandum

Date: July, 18, 2013
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: David Stephens, Director Technology Services
Subject: Purchase of Avaya PASS support

Technology Services proposes purchasing software and technical support for the City of Plano's Avaya, Inc. telephone systems from Affiliated Telephone, Inc., for one (1) year with two (2) optional one year renewals. Avaya offers support plans with certified partners through a program they call The Partner Assurance Support Services (PASS). PASS may only be purchased through a certified partner and Affiliated Telephone, Inc. is a PASS partner.

This maintenance will provide software upgrades and 3rd and 4th level support directly from Affiliated Telephone, Inc. and Avaya, Inc. This support is critical to ensuring the integrity and reliability of our voice network system. This maintenance also ensures the City of Plano will receive assistance in resolving issues with Avaya telephone systems and upgrades and enhancements to Avaya products.

Affiliated Telephone Inc. has an agreement with the State of Texas Department of Information Resources to provide software maintenance and support under contract DIR-SDD-1499. The estimated annual amount of the software and support services with Affiliated Telephone, Inc. is \$65,623 for the current year and a three year total support cost of \$196,869.

If the City of Plano does not purchase these support services, then Technology Services would not be able to ensure the continuity of telephone and voice network services for all City departments.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	8/12/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$252,500 for design services for High Point South and Russell Creek Park Renovations and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	179,741	1,656,400	947,600	2,783,741
Encumbered/Expended Amount	-179,741	-1,403,818	0	-1,583,559
This Item	0	-252,500	0	-252,500
BALANCE	0	82	947,600	947,682

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$252,500, will leave a current year balance of \$82 for the Athletic Field Renovation project.

STRATEGIC PLAN GOAL: Design and execution of renovations at athletic field sites relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

This Landscape Architectural Services agreement is for complete replacement of the existing restroom/concession building, irrigation system and athletic field lighting at the High Point South Athletic Fields. The restroom concession building and athletic field light poles and fixtures were installed in 1977. The irrigation system is outdated and inefficient and does not allow the park to be sufficiently watered within available time frames. The improvements at Russell Creek Park include the construction of additional parking on the south side of the park and for the addition of a new restroom building in the northwest quadrant of the park. The parking lot will be for approximately 100 cars and is intended to eliminate parking that is now occurring on Russell Creek Drive.

The estimated construction cost for this project is \$2,900,000. The total design fee is \$252,500 and includes basic design services, surveying, geotechnical investigation, Texas Accessibility Standards compliance and reimbursable expenses. The total design fee is 8.7 percent of the estimated construction budget for the project.

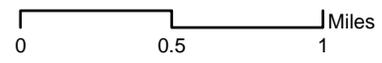
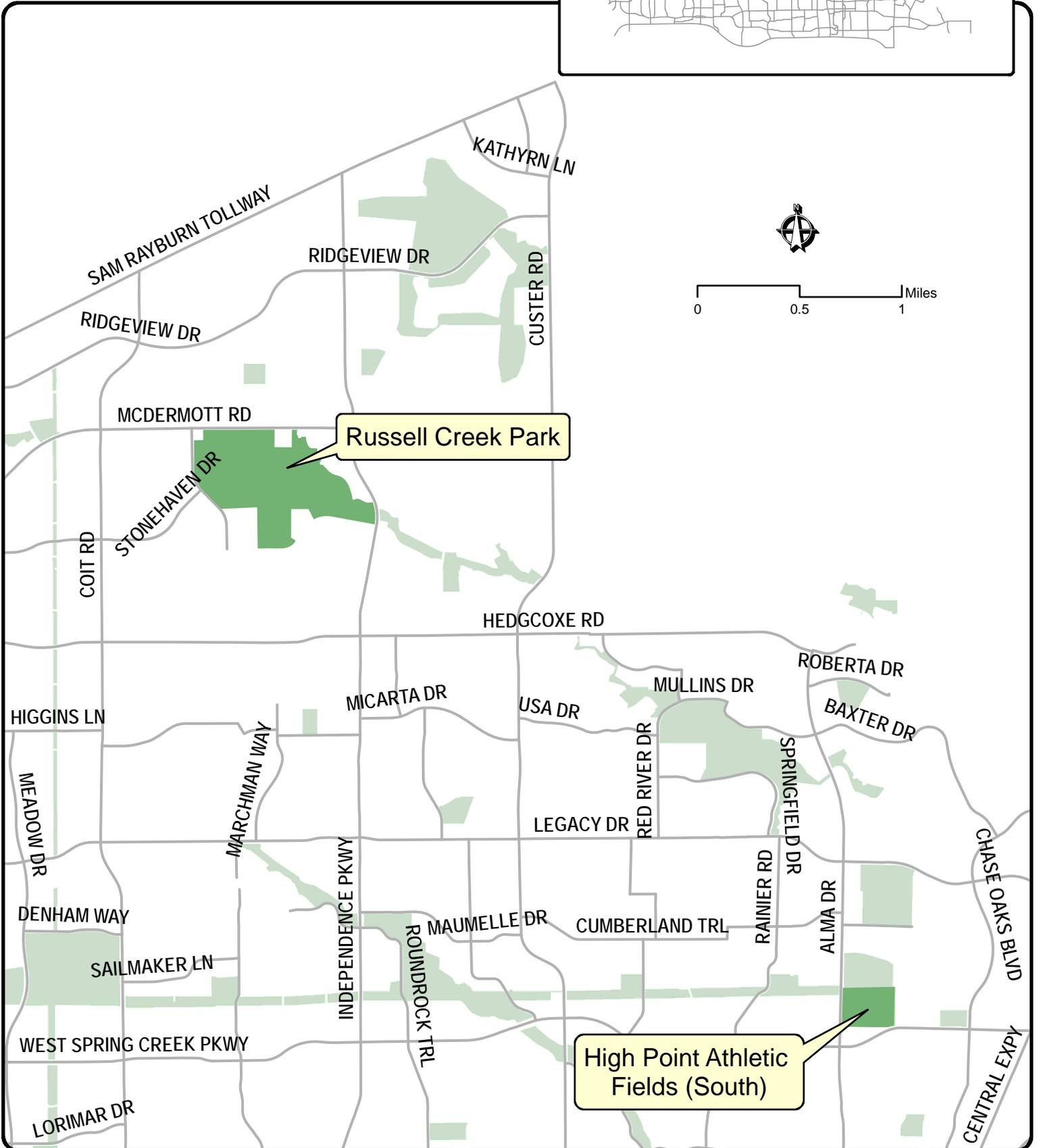
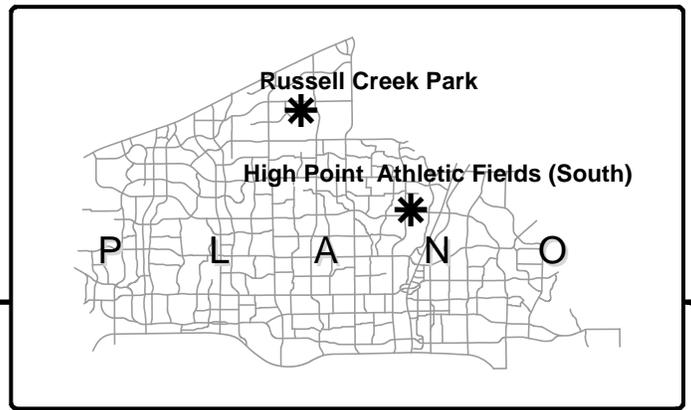
JBI Partners, Inc. is on the 2012-13 list of selected consultants.



CITY OF PLANO COUNCIL AGENDA ITEM

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

Location Map



HIGH POINT PARK SOUTH AND RUSSELL CREEK PARK SITE RENOVATIONS

PROJECT NO. 6354

LANDSCAPE ARCHITECT SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **HIGH POINT PARK SOUTH AND RUSSELL CREEK PARK SITE RENOVATIONS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: Kevin Murray

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

JBI Partners, Inc.
6301 Quorum Drive, Suite 200B
Addison, TX 75001
Attn: Chuck McKinney

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

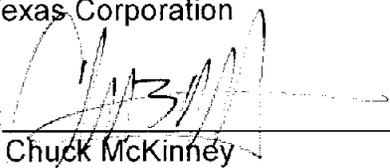
G. Authority to Sign:

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

SIGNED on the date indicated below.

DATE: 7/1/13

JBI PARTNERS, INC.
A Texas Corporation

BY: 
Chuck McKinney
EXECUTIVE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

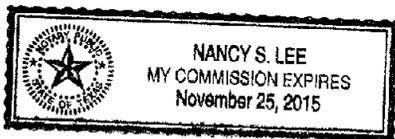
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of July, 2013, by **CHUCK MCKINNEY, EXECUTIVE VICE PRESIDENT** of **JBI PARTNERS, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, 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



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT A
SCOPE OF SERVICES
HIGH POINT PARK SOUTH
And
RUSSELL CREEK PARK
SITE RENOVATIONS

Project Understanding

JBI Partners, Inc. (JBI) has been requested by the City of Plano (City) to provide a design services proposal to design and prepare construction plans for site renovation improvements to High Point Park South, located at 6500 Alma Road, Plano, Texas, 75023 and Russell Creek Park, located at 3500 McDermott Road, Plano, Texas 75025.

The site improvements anticipated for High Point Park South are as follows:

1. Replace the existing restroom/concession building with main focus to increase restroom fixtures;
2. Replace existing lights and poles for the four-plex, fields 1-4, and the surrounding multi-use areas;
3. Replace all field lamps or fixtures and lamps on fields 5&6;
4. Replace all electric wires, switch gear, and controls (field lights) for the entire site;
5. Replace entire irrigation system and pump;
6. Add a new pump house, and;
7. Various minor element improvements, including renovation of dugouts, erosion mitigation along trail using low walls and decomposed granite, tree replacement in plaza, mobile vending location(s) with utilities, and sodding bare turf areas.

The site improvements anticipated for Russell Creek Park are as follows:

1. Installation of a large pre-fabricated restroom facility which will also include a vending machine area and concession trailer hook-ups. The restroom will be located in the southern portion of the northwest quadrant of the park, and;
2. Installation of a minimum 100 car parking lot between the soccer fields and Russell Creek Drive.

The anticipated construction budget for this project is \$2,900,000.00 for both project sites, High Point Park South and Russell Creek Park.

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www.jbipartners.com

Scope of Services

SECTION I – BASIC SERVICES

1. Pre-design/Site Analysis/Programming

- A. We will meet with the Parks Department staff to discuss the vision for the each park site, as well as, discuss the project requirements and standards, review project timelines and schedules and identify the key components.
- B. We will obtain available maps, "as-built" plans and plats for the sites and adjacent developments. Additionally, we will obtain a current aerial photograph of each site.
- C. We will visit each site in order to inventory existing site features and conditions.
- D. Based upon the "as-built" information collected, along with the field survey described in Section II – Additional Services, we will prepare a base map of the project areas for each park site, and perform a site analysis in order to identify site opportunities and constraints including, vegetation, paving, natural features, existing utilities, circulation and surrounding development.
- E. We will meet with the Parks Department staff to review the information collected in this phase of the project and to verify the project program for the final improvements to be included at each park site.

2. Conceptual / Preliminary Plans

- A. Based upon the program, site analysis and base maps prepared for each park site, we will prepare a conceptual sketch or preliminary plan showing the layout of the proposed improvements for each site. The conceptual or preliminary plan will show the proposed spatial arrangement and layout of the programmed improvements with enough detail to show the proposed character.
- B. We will prepare a preliminary construction cost estimate for each park site based on the conceptual / preliminary plans. These cost estimates will be detailed and itemized to show our opinion of cost for each of the proposed improvements.
- C. We will meet with the Parks Department staff to present and review the conceptual / preliminary plans and cost estimates, as well as to receive comments and direction.
- D. We will refine the conceptual or preliminary plans, incorporating Parks and Department comments, and will again submit to the Parks Department for review and comment. When we have received concept plan approval we begin the construction documents phase of the project.

3. Final Construction Documents

- A. Based on the approved conceptual or preliminary plans, JBI will prepare construction drawings for each park site. These shall include, but are not limited to, the following:
- 1) Cover sheet showing vicinity map for the project site, signature block, index of drawings and contact list;
 - 2) Existing conditions/demolition plans showing the existing site conditions as well as the removal and/or relocation of any existing elements as required to accommodate the proposed improvements;
 - 3) Dimension control and materials plan;
 - 4) Paving plan showing the access drive and parking lot improvements (Russell Creek park);
 - 5) Parking lot lighting and electrical plans; (Russell Creek Park)
 - 6) Grading and drainage plans;
 - 7) Ball field lighting and electrical plans (High Point Park South);
 - 8) Restroom / concession stand architectural plans (High Point Park South);
 - 9) Foundation and structural plans;
 - 10) Site construction details;
 - 11) Erosion control plans;
 - 12) City of Plano SWPPP Narrative Plan Sheets as necessary;
 - 13) Utility plans including necessary utility relocations;
 - 14) Additional plans and/or details necessary to show design intent for all the proposed improvements;
 - 15) Landscape and turf grass planting plans;
 - 16) Automatic irrigation system plans including new pump and pump house (High point Park South); and
 - 17) Irrigation system layout, modifications and renovation plans (Russell Creek Park).
- B. We will present the Construction Documents to the City for review and comment and will include the City's comments in the final drawings for approval. Final Construction Documents will be consistent with the established budget.
- C. Standards – Final drawings are to comply with applicable City of Plano, AASHTO and TAS design standards.
- D. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
- E. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.
- F. Technical Specifications – JBI will prepare technical specifications for the work included in the construction plans (CSI format) and will assemble a complete project manual. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without

limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.

4. Bidding Phase Services

Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:

- 1) Attend pre-bid conference (if any) and prepare meeting notes;
- 2) Prepare addenda items (if necessary);
- 3) Provide plan copies to plan rooms;
- 4) Maintain and update plan holders list;
- 5) Answer questions during the bidding process;
- 6) Prepare a bid tabulation and review bids, and
- 7) Make a recommendation for awarding the construction contract to the low and second low bidder.

5. Construction Phase Services

Construction Administration – During construction, JBI will perform the following construction administration services:

- 1) Attend pre-construction conference;
- 2) Review shop drawing and submittals;
- 3) Respond to contractor Requests For Information (RFI);
- 4) Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is in general accordance with the Contract Documents *Neither JBI nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project.*
- 5) Prepare punch list of items to be completed or corrected;
- 6) Provide consultation concerning the work in progress; and
- 7) Perform final inspection review.

SECTION II – ADDITIONAL SERVICES

1. Field Surveying:

JBI will perform an on-the-ground as-built and field topographic survey of the project areas for each park site. The as-built surveys will show the locations of all existing fixed site facilities and features including property corners, buildings, paving, structures, fences, parking lots, sidewalks retaining walls, pole mounted light fixtures, visible utilities, landscaping and trees. The topographic survey will include spot elevations and contours at a one foot contour interval of the site areas where the proposed improvements are to be constructed. In addition, two (2) bench marks will be established at each park site.

2. Texas Accessibility Standards:

JB I will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation (TDLR) or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plan review, JB I will revise the construction documents accordingly. In addition, JB I will coordinate the final inspection of the work for TDLR approval after the improvements have been completed.

3. Geotechnical Investigation

JB I will obtain (from a sub consultant to JB I) a subsurface soils report for conditions near the parking lot area. 6 soil borings area anticipated, 3 at each park site. The subsequent geotechnical report will be used in the design of paving as well as the footings and foundations.

4. Reimbursable Expenses (Not to Exceed \$5,000.00)

Reimbursable expenses are those incurred by JB I or our sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of five thousand (\$5,000.00) will not be exceeded by JB I without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services and similar incidentals.

SECTION III – EXCLUSIONS

A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:

- 1) Construction staking;
- 2) Boundary survey
- 3) Complete topographic survey of the entire site or
- 4) Field survey beyond project area described;
- 5) Environmental impact statements or assessments;
- 6) Platting services;
- 7) Consulting services by others not included in this proposal;
- 8) Services beyond those described in Section I, or Section II;
- 9) CLOMR or LOMR reports or submittal to FEMA;
- 10) Hydrologic or hydraulic studies;
- 11) Corps of Engineer permitting;
- 12) Wetlands determination/delineation;
- 13) Renderings beyond those to show the concept plan;
- 14) Easement or ROW document preparation.

B. Information to be provided by the City (subject to availability)

- 1) All available "as-built" plans (including hardcopies and electronic files) for all pertinent paving, drainage and utility plans for the parking lot area;
- 2) The City shall coordinate all right-of-entry for surveys
- 3) Deed information for the site to be used in the location property corners and easement preparations.
- 4) The City shall coordinate all submittals with other City departments, if necessary.

C. JBI Drawing Standards

- 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
- 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet, and will have all X-Refs within that file bound to that particular sheet file.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

EXHIBIT B
COMPLETION SCHEDULE
HIGH POINT PARK SOUTH
And
RUSSELL CREEK PARK
SITE RENOVATIONS

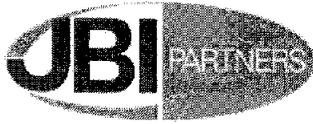
Schedule

The work product described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item 1.	Predesign Site Analysis/Programming (Includes As-Built and Topographic Survey)	4 Weeks
Item 2.	Concept / Preliminary Plans	4 Weeks
Item 3.	Final Construction Plans	10 Weeks
	Total Project Design Time	18 weeks

*City review time and the Construction Phase are not included in the schedule.



16301 Quorum Drive
 Suite 200 B
 Addison, Texas 75001

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 F.972.248.1414

EXHIBIT C
PAYMENT SCHEDULE
HIGH POINT PARK SOUTH
And
RUSSELL CREEK PARK
SITE RENOVATIONS

The fees for the scope of services outlined in Exhibit A, scope of services are to be a lump sum fee as follows and are for High Point Park and Russell Creek Park combined:

Fees

SECTION I - BASIC SERVICES

1.	Pre-design/Site Analysis/Programming	\$	12,000
2.	Concept / Preliminary Plans	\$	40,000
3.	Final Construction Plans	\$	150,000
4.	Bidding Phase Services	\$	3,500
5.	Construction Phase Services	\$	15,000
	Total Basic Services	\$	220,500

SECTION II - ADDITIONAL SERVICES

1.	Field Surveying	\$	15,000
	TAS Standards (Includes project registration fees, plan review fees and inspection fees for each park site).		
2.		\$	2,500
3.	Geotechnical Investigation	\$	9,500
4.	Reimbursable Expenses	\$	5,000
	Total Additional Services	\$	32,000

PROJECT TOTAL	\$	252,500
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www.jbipartners.com

**JBI PARTNERS, INC.
HOURLY FEE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Principal/Associate	\$155 - \$250
Sr. Project Manager – Engineering	\$155
Project Manager – Engineering	\$140
Sr. Project Engineer	\$125
Project Engineer	\$110
Sr. Design Engineer	\$105
Design Engineer	\$90
Sr. Design Technician	\$100
Design Technician	\$85
Sr. CAD Technician	\$90
CAD Technician	\$70
Sr. Project Surveyor	\$130
Project Surveyor	\$110
Sr. Survey Technician	\$100
Survey Technician	\$80
2-Man Survey Crew	\$130
3-Man Survey Crew	\$150
Sr. Project Manager – Landscape Architecture	\$140
Project Manager – Landscape Architecture	\$125
Sr. Landscape Architect	\$120
Landscape Architect	\$105
Sr. Landscape Designer	\$95
Landscape Designer	\$80
Sr. Land Planner	\$120
Land Planner	\$80
Sr. Construction Manager	\$150
Construction Manager	\$120
Sr. Construction Estimator	\$100
Construction Estimator	\$80
Administrative Assistant	\$60

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EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<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	\$500,000 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
<input type="checkbox"/> 18. Garagekeepers' Legal	\$ _____ - Comprehensive

\$ _____ - Collision

19. Owners Protective Liability

\$500,000 Combined single limits

20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

24. The Certificate must state project title and project number.

25. Other Insurance Required:



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/2013		
Department:		Customer & Utility Services		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Earl Whitaker x 7074				
CAPTION				
To approve the assignment of an existing agreement with CSG Systems Incorporated to a new provider, DP2 Billing Solutions LLC, dba Dataprose, for Utility Bill Printing, Mailing & Offset Printing Services authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: The assignment of existing printing contracts with an assumption of all contractual obligations from the original contract relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
On December 18, 2012, City Council approved the award of Bid No. 2012-264-C RFP Utility Bill Printing, Mailing & Offset Printing to CSG Systems Incorporated. DP2 Billing Solutions LLC, dba Dataprose acquired the City of Plano's account from CSG Systems, Incorporated effective July 1, 2013, assuming all contractual obligations under the original contract. Staff recommends the approval of the assignment of the existing agreement with CSG Systems Incorporated, to a new provider, DP2 Billing Solutions LLC, dba Dataprose.				
List of Supporting Documents: Memo, Assignment Agreement		Other Departments, Boards, Commissions or Agencies NA		



Memorandum

Date: July 10, 2013
To: Earl Whitaker, Buyer Supervisor
From: Stephanie Foster, Customer & Utility Services Manager
Subject: Assignment of Utility Bill Printing & Mailing Contract – 2012-264-C

The City of Plano currently contracts with CSG Systems Incorporated for utility bill printing & mailing of over 80,000 utility bills each month. Recently, CSG Systems Incorporated sold their printing facility in Coppell along with over 300 of its accounts to DP2 Billing Solutions LLC dba Dataprose in which the City of Plano's account was included.

Dataprose was the original company the City of Plano contracted with for many years before they sold to CSG Systems Incorporated. CSG Systems Incorporated has now sold the accounts back to Dataprose. This contract is crucial for our business. Without this service, the City of Plano will be unable to send out utility bills each month, which will result in the loss of revenue.

To continue billing and collecting revenue without interruption, the Customer & Utility Services Department recommends that Council approve the assignment of the existing contract with CSG Systems Incorporated to DP2 Billing Solutions LLC dba Dataprose.

**ASSIGNMENT OF CONTRACT BY AND BETWEEN
CITY OF PLANO AND
DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE
BID NO. 2012-264-C**

THIS ASSIGNMENT AGREEMENT (hereinafter "Assignment") is made and entered into by **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, a Texas limited liability company, and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, CSG Systems, Incorporated ("CSG") entered into a Contract with the City of Plano, Texas ("City") dated February 21, 2013, a copy of which is attached hereto as Exhibit "A" ("Contract"); and

WHEREAS, CSG assets, including the City contract, were recently acquired by DP2 Billing Solutions, LLC D/B/A DataProse ("DP2") and CSG wishes to assign its existing Contract with the City to DP2; and

WHEREAS, DP2 has reviewed the Contract and agrees to perform pursuant to the terms and conditions of the same; and

NOW, THEREFORE, DP2 agrees to accept the assignment and agrees to be bound by all the terms and conditions of the original Contract supplemented by the information provided below:

**I.
NO DEFAULT BY CITY**

DP2 agrees that there are no defaults by the City of Plano and that there are no outstanding monies owed to it under this Assignment and Contract.

**II.
NOTICES**

All notices to the City, CSG and DP2 shall be sent at the addresses set forth below:

If to the City:
City of Plano, Texas
Customer & Utility Services
Attn: Stephanie Foster
P.O. Box 860358
Plano, Texas 75086-0358

If to CSG:
CSG Systems, Incorporated
Attn: Walt Nichols, Counsel
9555 Maroon Circle
Englewood, CO 80112

If to DP2:
DP2 Billing Solutions, LLC D/B/A DataProse
Attn: Curtis Nelson, C.O.O.
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019

**III.
INSURANCE AND CERTIFICATES OF INSURANCE**

DP2 shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. DP2's Certificate of Insurance and applicable Endorsement shall be made part of **Exhibit "B"**.

**IV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

DP2 acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. DP2 has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

**V.
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 Assignment on behalf of the parties hereto.

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

**DP2 BILLING SOLUTIONS, LLC D/B/A
DATAPROSE**

Date: 7/29/13

By: 
Name: Curtis Nelson
Title: C.O.O.

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

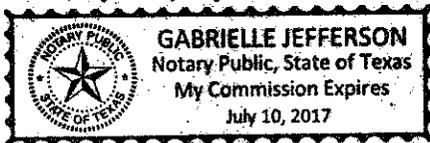
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 29th day of JULY, 2013 by **CURTIS NELSON**, C.O.O. of **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, a Texas limited liability company, on behalf of said limited liability company.



Gabrielle Jefferson
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2013 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
CSG SYSTEMS, INCORPORATED
BID NO. 2012-264-C**

THIS CONTRACT is made and entered into by and between **CSG SYSTEMS, INCORPORATED**, a Delaware corporation, whose address is 1122 W. Bethel Rd., Suite 100, Coppell, TX 75019, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for utility bill printing, mailing and offset printing services. These products and services shall be provided in accordance with the Specifications for utility bill printing, mailing and offset printing services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Specifications for utility bill printing, mailing and offset printing services except as to the advertised term of the contract (**Exhibit "A"**);
- (b) Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof. The parties may mutually agree to extend the term hereof by three (3) additional twelve (12) month periods, City shall give written notice to Contractor of City's request to extend the term hereof, such notice to be given not more than ninety (90) days

prior to the expiration of the then current term. If the parties do not mutually agree to an extension prior to the expiration of the current term, the parties shall mutually agree on the effective date of termination of this Contract, but in no event will the effective date of termination be later than six (6) months after the date of Contractor's rejection hereunder.

**III.
WARRANTY**

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

**IV.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **ONE HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED SIXTY AND 87/100 DOLLARS (\$158,760.87)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

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

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

COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PART. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED, SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

OTHER THAN CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT OR CONFIDENTIALITY, CONTRACTOR'S INDEMNIFICATION OBLIGATION SHALL NOT INCLUDE BREACH OF CONTRACT CLAIMS BROUGHT BY THE CITY.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT**

The Contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Division. Notwithstanding the above, if the contractor sells, assigns, transfers or conveys this contract in whole, or part, without the City's consent, then the City may terminate this contract for convenience as described in the section entitled "Annual Contract Verbiage."

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "C" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, 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 Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

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

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XX.
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.

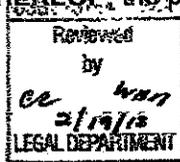
XXI.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXII.
EFFECTIVE DATE

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

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



CSG SYSTEMS, INCORPORATED

By:
Name: Peter E. Kohn
Title: President & CEO

Date: 2/19/13

CITY OF PLANO, TEXAS

By:
Bruce D. Glasscock
CITY MANAGER

Date: 02/21/13

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2013

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

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

PRODUCER INSURICA 2301 West Plano Parkway Suite 108 Plano TX 75075-8428	CONTACT NAME: Brett Atwell PHONE (A/C No. Ext): (469) 443-3488 FAX (A/C. No.): (469) 443-3977 E-MAIL ADDRESS: batwell@INSURICA.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A National Fire Ins. Co. of</td> <td>20478</td> </tr> <tr> <td>INSURER B Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Fire Ins. Co. of	20478	INSURER B Continental Casualty Company	20443	INSURER C Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED DP2 Billing Solutions, Inc DATAprose 1603 Hart St Southlake TX 76092														

COVERAGES **CERTIFICATE NUMBER:** 12-13 Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		4031209640	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	5092174977	6/12/2013	12/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	4031209833	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Network Cyber Liability		4031209704	12/1/2012	12/1/2013	Limit 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as an additional insured.

CERTIFICATE HOLDER

City of Plano
 Risk Management Division
 7501 A Independent Parkway
 Plano, TX 75025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Haselden, CPCU, AIM *Mill Haselden*

ACORD 25 (2010/05)

INS025 (01/05) 01

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PAGE 1 OF 1

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, a Texas limited liability company, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE

By: *[Signature]*
Signature
Caros Nelson
Print Name
C.O.O.
Title
7/29/13
Date

STATE OF TEXAS

COUNTY OF *Dallas*

§
§
§

SUBSCRIBED AND SWORN TO before me this *29* day of *July*, 2013.

[Signature]
Notary Public, State of Texas

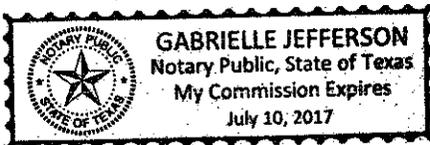


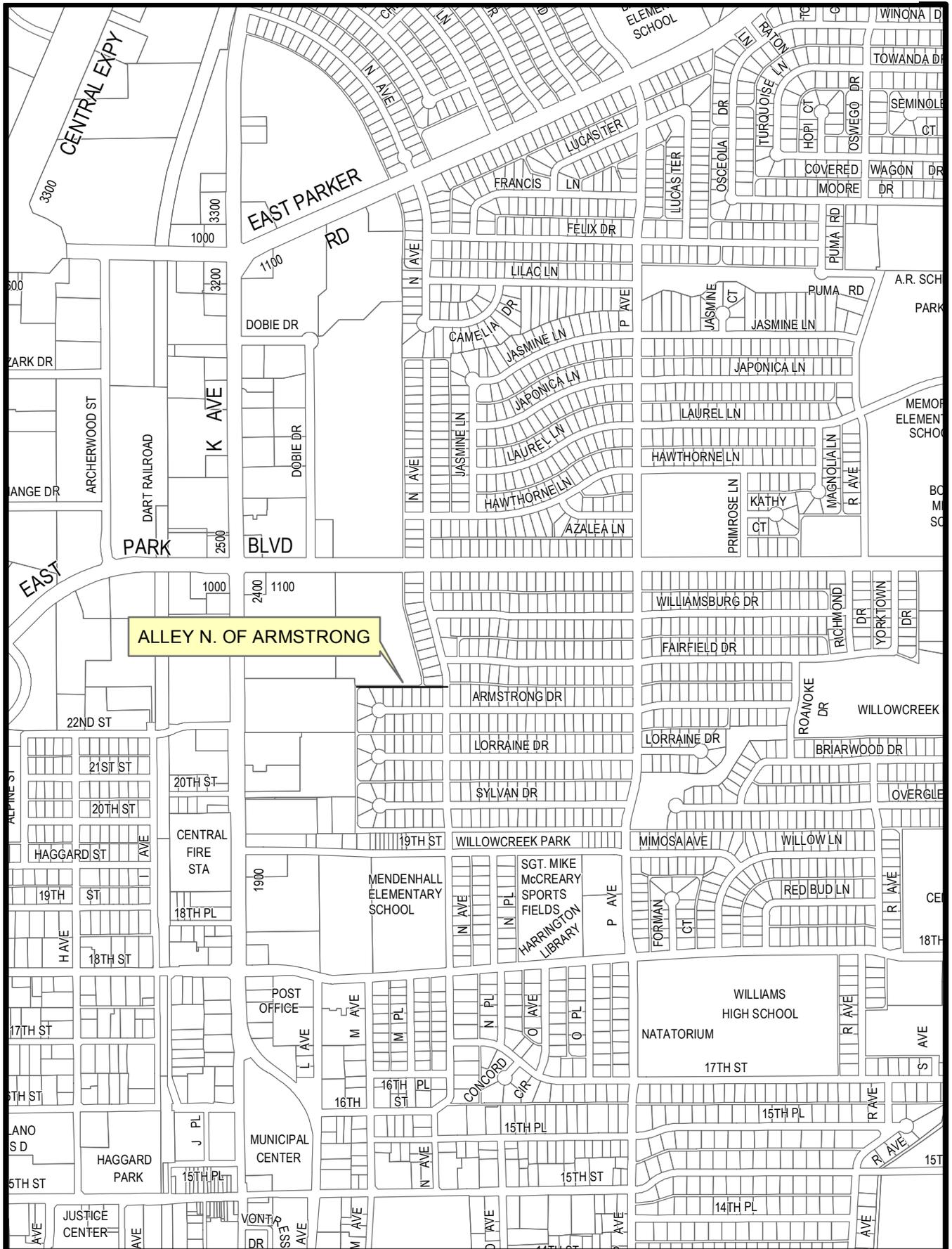
EXHIBIT *C*
PAGE *1* OF *1*



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/12/13		
Department:		Public Works		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 6066
CAPTION				
To approve and authorize Contract Modification No. 3 for the purchase of additional design and survey services for Alley Reconstruction – Plano East Project No. 6066 in the amount of \$9,000.00 from J. Volk Consulting, Inc.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	21,800	632,000	4,000	657,800
Encumbered/Expended Amount	-21,800	-600,443	0	-622,243
This Item	0	-9,000	0	-9,000
BALANCE	0	22,557	4,000	26,557
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$9,000, will leave a current year balance of \$22,557 for the Alley Reconstruction – Plano East project.				
STRATEGIC PLAN GOAL: Reconstruction of concrete alleys relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Additional design and survey services are required for the removal and replacement of an additional section of existing concrete alleys within the City of Plano. The additional alley will be added to the existing project and will be in accordance with the basic services as defined in the original Exhibit A. The alley is described as follows: An additional alley consisting of the alley north of Armstrong, west of N Avenue to the intersection of the north-south alley west of N Avenue and including an intersection with an alley to the north approximately mid-block. Approximately 620 L.F. of total alley replacement.				
The original contract amount was \$49,700.00, and Modifications 1 and 2 bring the total to \$61,000.00. The Engineering Department is seeking City Council approval of this third modification because we have exceeded 25% of the original contract amount with J. Volk Consulting, Inc. The revised contract amount is \$70,000.00.				
List of Supporting Documents: Contract Modification No. 3; Location Map			Other Departments, Boards, Commissions or Agencies N/A	

ALLEY RECONSTRUCTION PLANO EAST PROJECT NO. 6066



CONTRACT MODIFICATION NO. 3

**ALLEY RECONSTRUCTION - PLANO EAST
PROJECT NO. 6066**

**PURCHASE ORDER NO. 191452
CIP NO. 33-37862**

This shall serve as a Third Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and J. Volk Consulting, Inc. (hereinafter "Consultant"), dated February 11, 2011, for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

The design and preparation of construction plans for the removal and replacement of an additional section of existing concrete alleys within the City of Plano. The additional alley will be added to the existing project and will be in accordance with the basic services as defined in the original Exhibit A. The alley is described as follows.

An additional alley in the original Section two consisting of the alley north of Armstrong, west of N Avenue to the intersection of the north-south alley west of N Avenue and including an intersection with an alley to the north approximately mid-block. Approximately 620 L.F. of total alley replacement.

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

Compensation:

J. Volk Consulting proposes to provide the design services in accordance with the original scope of work for the above described additional services for the following fees:

Engineering Design:	\$6,500
Design Survey:	\$2,500

Original Contract Amount	\$	<u>49,700.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>61,000.00</u>
Amount, Modification No. 3	\$	<u>9,000.00</u>
Revised Contract Amount	\$	<u><u>70,000.00</u></u>
Total Percent Increase Including Previous Modifications		<u>40.85%</u>

Authority to Sign:

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

CITY OF PLANO

OWNER

J. VOLK CONSULTING, INC.

CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: Bruce D. Glasscock

Print

Name: Jason P. Volk, P.E.

Print

Title: City Manager

Print

Title: President

Date: _____

Date: 7/29/13

Approved as to Form:

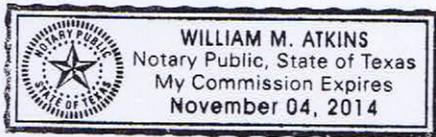
Diane C. Wetherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 29 day of July, 2013, by **JASON P. VOLK, P.E., PRESIDENT**, of **J. VOLK CONSULTING, 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 _____, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/12/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between loanDepot.com, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 through 2022- 23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	25,101,057	0	25,101,057
Encumbered/Expended Amount		0	-715,448	-12,835,350	-13,550,798
This Item		0	-900,000	0	-900,000
BALANCE		0	23,485,609	-12,835,350	10,650,259
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's coal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from loanDepot.com, LLC, to expand its business of mortgage lending thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. loanDepot.com, LLC agrees to occupy at least 59,702 square feet of office space and transfer or create up to 700 Job Equivalents at 5645 Legacy Drive.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

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

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between loanDepot.com, LLC, a Delaware limited liability company, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

WITNESSETH:

WHEREAS, Company is engaged in the business of mortgage lending and plans to add One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) of Real Property improvements and Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 59,702 gross square feet of office space and transfer or create up to 700 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of at least 59,702 gross square feet of office space and the creation or transfer of up to 700 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean loanDepot.com, LLC, a Delaware limited liability company.

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

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

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

“Real Property” or “Property” shall mean 5645 Legacy Drive, Suite 400, Plano, Texas 75024-3106 until December 31, 2019 and the same or an alternate facility of comparable size or greater on real property located in the City of Plano, Texas thereafter throughout the term of the Agreement.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until May 31, 2023, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) On or before June 3, 2013, occupy the office space on the Real Property until December 31, 2019 and the same or an alternate facility of comparable size or greater on Real

Property located in the City of Plano, Texas thereafter throughout the term of the Agreement; and

(b) By June 30, 2014, and subject to continued compliance with Article III, Section (a) above, create or transfer at least 200 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By June 30, 2015, and subject to continued compliance with Article III, Section (a) above and at least the minimum amount of Job Equivalents being added and maintained by Company pursuant to Article III, Section (b) herein, Company may retain, create or transfer up to an additional 300 Job Equivalents and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) By December 31, 2015, and subject to continued compliance with Article III, Sections (a) and (b) herein and at least the maximum amount of Job Equivalents being added and maintained by Company pursuant to Article III, Section (c) herein, Company may create or transfer up to an additional 200 Job Equivalents and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Nine Hundred Thousand Dollars (\$900,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By June 30, 2014, Company shall continue to occupy the office space pursuant to Article III, Section (a) above and transfer or create at least 200 Job Equivalents to the Real Property to be eligible to receive a Two Hundred Thousand Dollar (\$200,000) relocation grant and a Two Hundred Thousand Dollar employment grant (\$200,000) for an initial total grant payment of Four Hundred Thousand Dollars (\$400,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (e) not later than September 30, 2014. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) By June 30, 2015, and subject to continued compliance with Article III, Section (a) above and the Company adding and maintaining at least the minimum number of Job Equivalents pursuant to Section 4.02(a) herein, Company may add up to an additional 300 Job Equivalents for a total maximum number of 500 Job Equivalents at the Real Property to be eligible to receive a second grant payment of up to Three Hundred Thousand Dollars (\$300,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed in this Section 4.02(b). **Company must submit the Second Certification form attached hereto as Exhibit "B" certifying compliance with the obligations set forth in Article III, Sections (a), (b), (c) and (e) not later than September 30, 2015. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the September 30, 2015 second certification if Company qualifies for a second grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. In no event will the City make the second grant payment prior to July 31, 2015.

(c) By December 31, 2015 and subject to continued compliance with Article III, Section (a) above and the Company adding and maintaining at least the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein and the maximum number of Job Equivalents pursuant to Section 4.02 (b) herein, Company may add up to 200 additional Job Equivalents for a total maximum number of 700 Job Equivalents at the Real Property to be eligible to receive a third grant payment of up to Two Hundred Thousand Dollars (\$200,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "C" as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to this Section 4.02(c) and compliance with Article III not later than January 31, 2016 to be eligible for the third grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2016 annual certification if Company qualifies for a third grant payment pursuant to this Section 4.02(c) herein unless the City reasonably objects to the certification. In no event will the City make the second grant payment prior to January 31, 2016.

(d) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the

remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000) for each lost Job Equivalent.

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

(b) If the Company fails to occupy the office space on the Real Property from the date the relocation grant is paid pursuant to Section 4.02(a) herein and through December 31, 2019 and the same or an alternate facility of comparable size or greater on real property located in the City of Plano, Texas thereafter throughout the term of the Agreement, the relocation grant in the amount of \$200,000 shall be refunded by the Company to the City in its entirety.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above that they are in compliance with the terms of the Agreement for the applicable period using the forms attached as Exhibits "B & C". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default.

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

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

Article V Termination

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

- (a) By expiration of the term and where no defaults have occurred; or
- (b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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

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

Article VI Retention and Accessibility of Records

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

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

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

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

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company before relocation:
loanDepot.com, LLC
Attention: Mr. John Lee
Chief Financial Officer
26642 Towne Center Drive
Foothill Ranch, CA 92610

If intended for the Company after relocation:
loanDepot.com, LLC
Attention: Mr. John Lee
Chief Financial Officer
5465 Legacy Drive, Suite 400
Plano, TX 75024

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

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

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

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

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

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

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

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

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

LOANDEPOT.COM, LLC, a Delaware
limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that loanDepot.com, LLC has occupied the office space and transferred or added at least 200 Job Equivalent positions at the Property by June 30, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that loanDepot.com, LLC has failed to occupy the office space and/or has failed to transfer or add at least 200 Job Equivalent positions at the Property by June 30, 2014, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

LOANDEPOT.COM, LLC, a Delaware limited liability company

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

This Certification is due by September 30, 2014.
This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-035

EXHIBIT "B"

SECOND CERTIFICATE OF COMPLIANCE

Please select all applicable options below before signing and returning the certification:

- _____ a. I hereby certify that as of June 30, 2015, loanDepot.com, LLC is in compliance with each applicable term as set forth in the Agreement and has continued to occupy office space on Real Property in the City of Plano, Texas in conformance with the terms of the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which loanDepot.com, LLC has received a grant payment in accordance with the terms and conditions set out in Article IV.
- _____ b. I hereby certify that loanDepot.com, LLC is qualified to receive a second grant payment as of June 30, 2015 in accordance with Section 4.02(b) of the Agreement in the amount of _____ (\$_____) for adding an additional _____ total number of Job Equivalents at the Real Property in addition to the 200 Job Equivalents for which loanDepot.com, LLC previously received a grant payment.
- _____ c. I hereby certify that loanDepot.com, LLC is not qualified to receive a second grant payment as of June 30, 2015 in accordance with Section 4.02(b) of the Agreement. loanDepot.com, LLC failed to add any Job Equivalents above the 200 Job Equivalents and/or failed to occupy office space on Real Property in the City of Plano, Texas in conformance with the Agreement and for which loanDepot.com, LLC previously received a grant payment(s).
- _____ d. I hereby certify that loanDepot.com, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which loanDepot.com, LLC has received a grant payment and/or loanDepot.com, LLC failed to occupy office space on Real Property in Plano in conformance with the Agreement for which it has received a grant payment. I further certify that as of June 30, 2015, the number of Job Equivalents was _____ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

LOANDEPOT.COM, LLC, a Delaware limited liability company

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

This Certification is due by September 30, 2015.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"
ANNUAL CERTIFICATE OF COMPLIANCE

Please select all applicable options below before signing and returning the certification:

- _____ a. I hereby certify that loanDepot.com, LLC is in compliance with each applicable term as set forth in the Agreement has continued to occupy office space on Real Property in the City of Plano, Texas in conformance with the terms of the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which loanDepot.com, LLC has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the total number of Job Equivalents at the Real Property was _____.
- _____ b. I hereby certify that loanDepot.com, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which loanDepot.com, LLC has received a grant payment and/or loanDepot.com, LLC failed to occupy office space on Real Property in the City of Plano, Texas in conformance with the terms of the Agreement and for which it has received a grant payment. I further certify that as of December 31 of the prior year, the total number of Job Equivalents at the Real Property was _____ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.
- _____ c. **(FOR USE IN JANUARY 2016 ONLY IF APPLICABLE)** I hereby certify that loanDepot.com, LLC is qualified to receive a third grant payment in the amount of _____ (\$_____) for adding an additional _____ total number of Job Equivalents at the Real Property as of December 31, 2015 in addition to the Job Equivalents for which loanDepot.com, LLC has previously received a grant payment.

ATTEST:

LOANDEPOT.COM, LLC, a Delaware limited liability company

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

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

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/12/13			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): Anita Bell, 7194					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2013-14 for Collin County and Denton County, and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	131,556,397	131,556,397
BALANCE		0	0	131,556,397	131,556,397
FUND(S): GENERAL FUND, GENERAL OBLIGATION DEBT FUND, & TIF					
<p>COMMENTS: The 2013-14 Certified Appraisal Roll will generate revenues of approximately \$131,556,397, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2013-14 Recommended Budget.</p> <p>STRATEGIC PLAN GOAL: Accepting the Certified Appraisal Roll relates to the City's goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
2013-14 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 2013 Certified Totals Denton County Certification Denton County Appraisal Review Board 2013 Certified Totals					

A Resolution of the City Council of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2013-14 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 2013 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2013 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, the certification of the 2013 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

WHEREAS, the calculation of the 2013 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 2013-14 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 2013-14, as submitted by the City Tax Assessors/Collector, are hereby accepted.

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

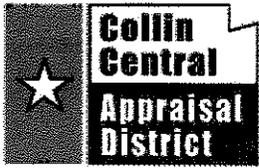
DULY PASSED AND APPROVED THIS 12TH DAY OF AUGUST, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Diane C. Wetherbee, CITY ATTORNEY



Collin Central Appraisal District

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2013 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 appraisal roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2013 Certified Totals".


Signature of Chief Appraiser

July 23, 2013
Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 17, 2013.

PROPERTY TAX CODE, SECTION 26.01(c)

CERTIFICATION OF 2013 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 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 17, 2013 and included in the Certified Roll listed above.


Signature of Chief Appraiser

July 23, 2013
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 2013 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".)*

2013 CERTIFIED TOTALS

Property Count: 86,878

CPL - PLANO CITY
ARB Approved Totals

7/22/2013 9:44:23AM

Land		Value		
Homesite:		3,946,828,101		
Non Homesite:		3,684,455,360		
Ag Market:		632,673,240		
Timber Market:		0	Total Land	(+) 8,263,956,701

Improvement		Value		
Homesite:		12,128,737,431		
Non Homesite:		8,439,605,346	Total Improvements	(+) 20,568,342,777

Non Real	Count	Value		
Personal Property:	11,384	2,923,108,534		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 2,923,108,534
			Market Value	= 31,755,408,012

Ag	Non Exempt	Exempt		
Total Productivity Market:	632,165,004	508,236		
Ag Use:	423,796	873	Productivity Loss	(-) 631,741,208
Timber Use:	0	0	Appraised Value	= 31,123,666,804
Productivity Loss:	631,741,208	507,363	Homestead Cap	(-) 12,312,276
			Assessed Value	= 31,111,354,528

Exemption	Count	Local	State	Total		
AB	48	240,525,123	0	240,525,123		
CH	2	460,765	0	460,765		
CHODO	2	10,789,276	0	10,789,276		
CHODO (Partial)	3	7,706,897	0	7,706,897		
DP	885	33,583,089	0	33,583,089		
DPS	6	0	0	0		
DV1	302	0	2,757,000	2,757,000		
DV1S	18	0	90,000	90,000		
DV2	141	0	1,333,500	1,333,500		
DV2S	4	0	30,000	30,000		
DV3	70	0	698,000	698,000		
DV3S	3	0	30,000	30,000		
DV4	151	0	666,000	666,000		
DV4S	64	0	630,000	630,000		
DVHS	119	0	23,640,821	23,640,821		
DVHSS	13	0	2,605,777	2,605,777		
EX	30	0	3,063,446	3,063,446		
EX-XI	7	0	2,350,038	2,350,038		
EX-XJ	12	0	74,626,436	74,626,436		
EX-XL	4	0	1,499,204	1,499,204		
EX-XU	3	0	353,251	353,251		
EX-XV	1,600	0	1,510,840,982	1,510,840,982		
EX-XV (Prorated)	5	0	37,718	37,718		
EX366	416	0	107,296	107,296		
FR	68	221,639,863	0	221,639,863		
HS	53,149	2,619,765,057	0	2,619,765,057		
HT	70	7,442,921	0	7,442,921		
LIH	14	0	439,424	439,424		
OV65	12,331	485,983,807	0	485,983,807		
OV65S	108	4,260,000	0	4,260,000		
PC	11	697,682	0	697,682		
SO	4	82,367	0	82,367	Total Exemptions	(-) 5,258,735,740

2013 CERTIFIED TOTALS

Property Count: 86,878

CPL - PLANO CITY
ARB Approved Totals

7/22/2013 9:44:23AM

Net Taxable	=	25,852,618,788
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Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	166,102,233	94,585,553	428,369.95	455,137.85	874			
DPS	919,131	539,593	1,559.41	2,198.45	6			
OV65	2,495,973,266	1,530,439,099	6,983,268.89	7,196,059.30	11,382			
Total	2,662,994,630	1,625,564,245	7,413,198.25	7,653,395.60	12,262	Freeze Taxable	(-)	1,625,564,245
Tax Rate	0.488600							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	3,701,398	2,270,427	2,136,099	134,328	18			
Total	3,701,398	2,270,427	2,136,099	134,328	18	Transfer Adjustment	(-)	134,328
						Freeze Adjusted Taxable	=	24,226,920,215

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 125,785,930.42 = 24,226,920,215 * (0.488600 / 100) + 7,413,198.25

2013 CERTIFIED TOTALS

Property Count: 1,192

CPL - PLANO CITY
Under ARB Review Totals

7/22/2013 9:44:23AM

Land		Value			
Homesite:		76,842,103			
Non Homesite:		9,279,626			
Ag Market:		0			
Timber Market:		0		Total Land	(+) 86,121,729
Improvement		Value			
Homesite:		240,037,083			
Non Homesite:		18,867,148		Total Improvements	(+) 258,904,231
Non Real		Count	Value		
Personal Property:		36	18,870,888		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 18,870,888
				Market Value	= 363,896,848
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	Productivity Loss	(-)	0
Timber Use:	0	0	Appraised Value	=	363,896,848
Productivity Loss:	0	0	Homestead Cap	(-)	392,206
			Assessed Value	=	363,504,642
Exemption	Count	Local	State	Total	
AB	2	1,662,302	0	1,662,302	
DP	6	240,000	0	240,000	
DV2	3	0	31,500	31,500	
DV3	2	0	24,000	24,000	
HS	921	55,518,926	0	55,518,926	
OV65	132	5,253,600	0	5,253,600	
PC	1	8,271	0	8,271	Total Exemptions (-) 62,738,599
					Net Taxable = 300,766,043
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	1,288,930	791,144	3,706.44	3,738.75	6
OV65	30,569,935	20,026,398	93,105.96	95,182.56	110
Total	31,858,865	20,817,542	96,812.40	98,921.31	116
Tax Rate	0.488600				
					Freeze Taxable (-) 20,817,542
					Freeze Adjusted Taxable = 279,948,501

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 1,464,640.78 = 279,948,501 * (0.488600 / 100) + 96,812.40

2013 CERTIFIED TOTALS

Property Count: 88,070

CPL - PLANO CITY
Grand Totals

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Land		Value				
Homesite:				4,023,670,204		
Non Homesite:				3,693,734,986		
Ag Market:				632,673,240		
Timber Market:				0	Total Land	(+) 8,350,078,430
Improvement:		Value				
Homesite:				12,368,774,514		
Non Homesite:				8,458,472,494	Total Improvements	(+) 20,827,247,008
Non Real		Count	Value			
Personal Property:		11,420		2,941,979,422		
Mineral Property:		0		0		
Autos:		0		0	Total Non Real	(+) 2,941,979,422
					Market Value	= 32,119,304,860
Ag		Non Exempt	Exempt			
Total Productivity Market:		632,165,004		508,236		
Ag Use:		423,796		873	Productivity Loss	(-) 631,741,208
Timber Use:		0		0	Appraised Value	= 31,487,563,652
Productivity Loss:		631,741,208		507,363	Homestead Cap	(-) 12,704,482
					Assessed Value	= 31,474,859,170
Exemption	Count	Local	State	Total		
AB	50	242,187,425	0	242,187,425		
CH	2	460,765	0	460,765		
CHODO	2	10,789,276	0	10,789,276		
CHODO (Partial)	3	7,706,897	0	7,706,897		
DP	891	33,823,089	0	33,823,089		
DPS	6	0	0	0		
DV1	302	0	2,757,000	2,757,000		
DV1S	18	0	90,000	90,000		
DV2	144	0	1,365,000	1,365,000		
DV2S	4	0	30,000	30,000		
DV3	72	0	722,000	722,000		
DV3S	3	0	30,000	30,000		
DV4	151	0	666,000	666,000		
DV4S	64	0	630,000	630,000		
DVHS	119	0	23,640,821	23,640,821		
DVHSS	13	0	2,605,777	2,605,777		
EX	30	0	3,063,446	3,063,446		
EX-XI	7	0	2,350,038	2,350,038		
EX-XJ	12	0	74,626,436	74,626,436		
EX-XL	4	0	1,499,204	1,499,204		
EX-XU	3	0	353,251	353,251		
EX-XV	1,600	0	1,510,840,982	1,510,840,982		
EX-XV (Prorated)	5	0	37,718	37,718		
EX366	416	0	107,296	107,296		
FR	68	221,639,863	0	221,639,863		
HS	54,070	2,675,283,983	0	2,675,283,983		
HT	70	7,442,921	0	7,442,921		
LIH	14	0	439,424	439,424		
OV65	12,463	491,237,407	0	491,237,407		
OV65S	108	4,260,000	0	4,260,000		
PC	12	705,953	0	705,953		
SO	4	82,367	0	82,367	Total Exemptions	(-) 5,321,474,339

2013 CERTIFIED TOTALS

Property Count: 88,070

CPL - PLANO CITY
Grand Totals

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Net Taxable = 26,153,384,831

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	167,391,163	95,376,697	432,076.39	458,876.60	880			
DPS	919,131	539,593	1,559.41	2,198.45	6			
OV65	2,526,543,201	1,550,465,497	7,076,374.85	7,291,241.86	11,492			
Total	2,694,853,495	1,646,381,787	7,510,010.65	7,752,316.91	12,378	Freeze Taxable	(-)	1,646,381,787
Tax Rate	0.488600							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	3,701,398	2,270,427	2,136,099	134,328	18			
Total	3,701,398	2,270,427	2,136,099	134,328	18	Transfer Adjustment	(-)	134,328
						Freeze Adjusted Taxable	=	24,506,868,716

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 127,250,571.20 = 24,506,868,716 * (0.488600 / 100) + 7,510,010.65

2013 CERTIFIED TOTALS

Property Count: 86,878

CPL - PLANO CITY
ARB Approved Totals

7/22/2013

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	68,660		\$70,061,182	\$15,934,356,213
B	Multifamily Residence	1,075		\$60,520,411	\$2,381,693,304
C1	Vacant Lots And Land Tracts	456		\$0	\$173,974,376
D1	Qualified Open-Space Land	224	2,593.3256	\$0	\$632,164,993
D2	Improvements On Qualified Open Space Lan	20		\$0	\$755,145
E	Rural Land & Imprvs, Non Qualified Open Sp	165		\$0	\$177,565,345
F1	Commercial Real Property	1,984		\$167,198,125	\$6,848,015,442
F2	Industrial And Manufacturing Real Property	324		\$14,987,931	\$983,223,854
J2	Gas Distribution System	3		\$0	\$16,371,894
J3	Electric Company (Including Co-Op)	42		\$0	\$202,637,241
J4	Telephone Company (Including Co-Op)	209		\$0	\$150,699,689
J5	Railroad	13		\$0	\$955,840
J6	Pipelnd Company	2		\$0	\$205,958
J7	Cable Television Company	7		\$0	\$9,909,799
L1	Commercial Personal Property	10,452		\$5,301,102	\$2,381,186,882
L2	Industrial And Manufacturing Personal Proper	52		\$0	\$53,500,545
M1	Tangible Other Personal, Mobile Homes	363		\$127,891	\$4,336,662
O	Residential Inventory	811		\$19,280,513	\$75,174,534
S	Special Inventory Tax	102		\$0	\$116,405,961
X	Totally Exempt Property	2,097		\$4,905,541	\$1,612,274,335
	Totals		2,593.3256	\$342,382,696	\$31,755,408,012

2013 CERTIFIED TOTALS

Property Count: 1,192

CPL - PLANO CITY
Under ARB Review Totals

7/22/2013

9:44:34AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	1,128		\$1,055,726	\$316,138,778
B	Multifamily Residence	4		\$0	\$462,770
C1	Vacant Lots And Land Tracts	2		\$0	\$358,200
E	Rural Land & Imprvs, Non Qualified Open Sp	1		\$0	\$984,368
F1	Commercial Real Property	17		\$0	\$20,363,483
F2	Industrial And Manufacturing Real Property	4		\$0	\$6,718,361
L1	Commercial Personal Property	35		\$0	\$18,513,663
L2	Industrial And Manufacturing Personal Proper	1		\$0	\$357,225
	Totals		0.0000	\$1,055,726	\$363,896,848

2013 CERTIFIED TOTALS

Property Count: 88,070

CPL - PLANO CITY
Grand Totals

7/22/2013

9:44:34AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	69,788		\$71,116,908	\$16,250,494,991
B	Multifamily Residence	1,079		\$60,520,411	\$2,382,156,074
C1	Vacant Lots And Land Tracts	458		\$0	\$174,332,576
D1	Qualified Open-Space Land	224	2,593.3256	\$0	\$632,164,993
D2	Improvements On Qualified Open Space Lan	20		\$0	\$755,145
E	Rural Land & Imprvs, Non Qualified Open Sp	166		\$0	\$178,549,713
F1	Commercial Real Property	2,001		\$167,198,125	\$6,868,378,925
F2	Industrial And Manufacturing Real Property	328		\$14,987,931	\$989,942,215
J2	Gas Distribution System	3		\$0	\$16,371,894
J3	Electric Company (Including Co-Op)	42		\$0	\$202,637,241
J4	Telephone Company (Including Co-Op)	209		\$0	\$150,699,689
J5	Railroad	13		\$0	\$955,840
J6	Pipeland Company	2		\$0	\$205,958
J7	Cable Television Company	7		\$0	\$9,909,799
L1	Commercial Personal Property	10,487		\$5,301,102	\$2,399,700,545
L2	Industrial And Manufacturing Personal Proper	53		\$0	\$53,857,770
M1	Tangible Other Personal, Mobile Homes	363		\$127,891	\$4,336,662
O	Residential Inventory	811		\$19,280,513	\$75,174,534
S	Special Inventory Tax	102		\$0	\$116,405,961
X	Totally Exempt Property	2,097		\$4,905,541	\$1,612,274,335
	Totals		2,593.3256	\$343,438,422	\$32,119,304,860

2013 CERTIFIED TOTALS

Property Count: 88,070

CPL - PLANO CITY
Effective Rate Assumption

7/22/2013

9:44:34AM

New Value

TOTAL NEW VALUE MARKET: **\$343,438,422**
TOTAL NEW VALUE TAXABLE: **\$328,792,510**

New Exemptions

Exemption	Description	Count	2012 Market Value	2012 Market Value
EX	TOTAL EXEMPTION	4		\$455,570
EX-XV	Other Exemptions (including public property, re	65		\$6,769,974
EX366	HOUSE BILL 366	123		\$37,765
ABSOLUTE EXEMPTIONS VALUE LOSS				\$7,263,309

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	7	\$200,000
DPS	DISABLED Surviving Spouse	1	\$0
DV1	Disabled Veterans 10% - 29%	9	\$66,000
DV2	Disabled Veterans 30% - 49%	5	\$55,500
DV3	Disabled Veterans 50% - 69%	4	\$44,000
DV4	Disabled Veterans 70% - 100%	10	\$72,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100%	3	\$0
DVHS	Disabled Veteran Homestead	4	\$823,508
HS	HOMESTEAD	622	\$33,067,522
OV65	OVER 65	1,031	\$40,715,700
OV65S	OVER 65 Surviving Spouse	1	\$40,000
PARTIAL EXEMPTIONS VALUE LOSS			1,697
TOTAL EXEMPTIONS VALUE LOSS			\$82,347,539

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
53,701	\$248,817	\$49,896	\$198,921
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
53,687	\$248,794	\$49,889	\$198,905

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
1,192	\$363,896,848.00	\$279,953,662

2013 CERTIFIED TOTALS

Property Count: 3

CPL - PLANO CITY
Under ARB Review Totals

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Land		Value					
Homesite:		25,000					
Non Homesite:		203,334					
Ag Market:		0					
Timber Market:		0		Total Land	(+)	228,334	
Improvement		Value					
Homesite:		80,587					
Non Homesite:		130,704		Total Improvements	(+)	211,291	
Non-Real		Count	Value				
Personal Property:		0	0				
Mineral Property:		0	0				
Autos:		0	0	Total Non Real	(+)	0	
				Market Value	=	439,625	
Ag	Non Exempt	Exempt					
Total Productivity Market:	0	0					
Ag Use:	0	0		Productivity Loss	(-)	0	
Timber Use:	0	0		Appraised Value	=	439,625	
Productivity Loss:	0	0					
				Homestead Cap	(-)	3,287	
				Assessed Value	=	436,338	
Exemption	Count	Local	State	Total			
HS	1	21,117	0	21,117	Total Exemptions	(-)	21,117
					Net Taxable	=	415,221

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 2,028.77 = 415,221 * (0.488600 / 100)

2013 CERTIFIED TOTALS

CPL - PLANO CITY
Grand Totals

Property Count: 707

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Land	Value			
Homesite:	5,191,925			
Non Homesite:	208,363,960			
Ag Market:	3,601,469			
Timber Market:	0	Total Land	(+)	217,157,354

Improvement	Value			
Homesite:	8,920,853			
Non Homesite:	305,417,218	Total Improvements	(+)	314,338,071

Non Real	Count	Value		
Personal Property:	0	0		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 0
Market Value				= 531,495,425

Ag	Non Exempt	Exempt		
Total Productivity Market:	3,601,469	0		
Ag Use:	2,484	0	Productivity Loss	(-) 3,598,985
Timber Use:	0	0	Appraised Value	= 527,896,440
Productivity Loss:	3,598,985	0	Homestead Cap	(-) 19,741
Assessed Value				= 527,876,699

Exemption	Count	Local	State	Total		
DP	1	40,000	0	40,000		
EX	4	0	459,226	459,226		
EX-XL	1	0	590,906	590,906		
EX-XU	2	0	338,607	338,607		
EX-XV	119	0	59,446,790	59,446,790		
HS	36	851,134	0	851,134		
HT	2	164,782	0	164,782		
LIH	8	0	189,879	189,879		
OV65	13	511,144	0	511,144	Total Exemptions	(-) 62,592,468

Net Taxable = 465,284,231

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	145,419	76,335	372.97	552.37	1			
OV65	1,424,539	677,604	2,963.11	4,556.90	12			
Total	1,569,958	753,939	3,336.08	5,109.27	13	Freeze Taxable	(-) 753,939	
Tax Rate	0.488600							

Freeze Adjusted Taxable = 464,530,292

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
2,273,031.09 = 464,530,292 * (0.488600 / 100) + 3,336.08

2013 CERTIFIED TOTALS

Property Count: 704

CPL - PLANO CITY
ARB Approved Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	114		\$153,736	\$12,379,161
B	Multifamily Residence	14		\$0	\$44,562,992
C1	Vacant Lots And Land Tracts	100		\$0	\$13,385,567
D1	Qualified Open-Space Land	5	13.2789	\$0	\$3,601,469
E	Rural Land & Imprvs, Non Qualified Open Sp	2		\$0	\$4,125,199
F1	Commercial Real Property	255		\$3,668,881	\$300,248,683
F2	Industrial And Manufacturing Real Property	72		\$162,440	\$90,321,033
J2	Gas Distribution System	1		\$0	\$34,031
J3	Electric Company (Including Co-Op)	2		\$0	\$58,163
J4	Telephone Company (Including Co-Op)	2		\$0	\$1,021,494
J5	Railroad	2		\$0	\$0
O	Residential Inventory	7		\$0	\$292,600
X	Totally Exempt Property	134		\$32,237	\$61,025,408
	Totals		13.2789	\$4,017,294	\$531,055,800

2013 CERTIFIED TOTALS

Property Count: 3

CPL - PLANO CITY
Under ARB Review Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	1		\$0	\$105,587
F1	Commercial Real Property	2		\$0	\$334,038
	Totals		0.0000	\$0	\$439,625

2013 CERTIFIED TOTALS

Property Count: 707

CPL - PLANO CITY
Grand Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single Family Residence	115		\$153,736	\$12,484,748
B	Multifamily Residence	14		\$0	\$44,562,992
C1	Vacant Lots And Land Tracts	100		\$0	\$13,385,567
D1	Qualified Open-Space Land	5	13.2789	\$0	\$3,601,469
E	Rural Land & Imprvs, Non Qualified Open Sp	2		\$0	\$4,125,199
F1	Commercial Real Property	257		\$3,668,881	\$300,582,721
F2	Industrial And Manufacturing Real Property	72		\$162,440	\$90,321,033
J2	Gas Distribution System	1		\$0	\$34,031
J3	Electric Company (Including Co-Op)	2		\$0	\$58,163
J4	Telephone Company (Including Co-Op)	2		\$0	\$1,021,494
J5	Railroad	2		\$0	\$0
O	Residential Inventory	7		\$0	\$292,600
X	Totally Exempt Property	134		\$32,237	\$61,025,408
	Totals		13.2789	\$4,017,294	\$531,495,425

2013 CERTIFIED TOTALS

Property Count: 707

CPL - PLANO CITY
Effective Rate Assumption

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New Value

TOTAL NEW VALUE MARKET:	\$4,017,294
TOTAL NEW VALUE TAXABLE:	\$3,968,284

New Exemptions

Exemption	Description	Count		
EX	TOTAL EXEMPTION	4	2012 Market Value	\$455,570
EX-XV	Other Exemptions (including public property, re	6	2012 Market Value	\$269,191
ABSOLUTE EXEMPTIONS VALUE LOSS				\$724,761

Exemption	Description	Count	Exemption Amount
HS	HOMESTEAD	2	\$26,773
OV65	OVER 65	1	\$40,000
PARTIAL EXEMPTIONS VALUE LOSS			\$66,773
TOTAL EXEMPTIONS VALUE LOSS			\$791,534

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
36	\$119,518	\$24,191	\$95,327
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
36	\$119,518	\$24,191	\$95,327

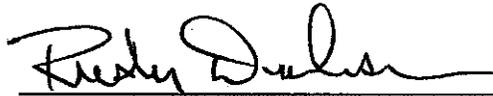
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
3	\$439,625.00	\$407,411

CERTIFICATION OF 2013 ROLL

July 23, 2013

“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



HOPE PIERSON
NOTARY PUBLIC



CERTIFICATION OF 2012 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 23, 2013

“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



HOPE PIERSON
NOTARY PUBLIC



2013 CERTIFIED TOTALS

Property Count: 2,321

C29 - PLANO CITY OF
ARB Approved Totals

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Land		Value				
Homesite:		235,707,201				
Non Homesite:		83,959,769				
Ag Market:		34,555,502				
Timber Market:		0			Total Land	(+) 354,222,472
Improvement		Value				
Homesite:		574,033,156				
Non Homesite:		118,754,345			Total Improvements	(+) 692,787,501
Non Real		Count	Value			
Personal Property:		89	40,106,270			
Mineral Property:		0	0			
Autos:		0	0		Total Non Real	(+) 40,106,270
					Market Value	= 1,087,116,243
Ag	Non Exempt		Exempt			
Total Productivity Market:	34,555,502		0			
Ag Use:	392,361		0		Productivity Loss	(-) 34,163,141
Timber Use:	0		0		Appraised Value	= 1,052,953,102
Productivity Loss:	34,163,141		0			
					Homestead Cap	(-) 894,427
					Assessed Value	= 1,052,058,675
Exemption	Count	Local	State	Total		
DP	8	320,000	0	320,000		
DV1	7	0	56,000	56,000		
DV2	2	0	15,000	15,000		
DV3	4	0	44,000	44,000		
DV4	6	0	36,000	36,000		
DV4S	4	0	48,000	48,000		
DVHS	5	0	1,193,827	1,193,827		
EX-XU	1	0	100,622	100,622		
EX-XV	27	0	45,465,927	45,465,927		
EX366	10	0	2,314	2,314		
HS	1,580	133,236,433	0	133,236,433		
OV65	451	17,781,592	0	17,781,592		
OV65S	11	440,000	0	440,000	Total Exemptions	(-) 198,739,715
					Net Taxable	= 853,318,960
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	2,876,924	2,021,540	9,496.83	10,204.43	7	
OV65	147,107,461	99,877,123	454,806.80	482,816.32	423	
Total	149,984,385	101,898,663	464,303.63	493,020.75	430	Freeze Taxable (-) 101,898,663
Tax Rate	0.488600					
						Freeze Adjusted Taxable = 751,420,297

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,135,743.20 = 751,420,297 * (0.488600 / 100) + 464,303.63

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

2013 CERTIFIED TOTALS

Property Count: 16

C29 - PLANO CITY OF
Under ARB Review Totals

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Land		Value		
Homesite:		1,016,156		
Non Homesite:		0		
Ag Market:		0		
Timber Market:		0	Total Land	(+) 1,016,156

Improvement		Value		
Homesite:		2,471,068		
Non Homesite:		0	Total Improvements	(+) 2,471,068

Non Real	Count	Value		
Personal Property:	2	92,820		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 92,820
			Market Value	= 3,580,044

Ag	Non Exempt	Exempt		
Total Productivity Market:	0	0		
Ag Use:	0	0	Productivity Loss	(-) 0
Timber Use:	0	0	Appraised Value	= 3,580,044
Productivity Loss:	0	0	Homestead Cap	(-) 18,759
			Assessed Value	= 3,561,285

Exemption	Count	Local	State	Total		
HS	13	642,180	0	642,180		
OV65	3	120,000	0	120,000	Total Exemptions	(-) 762,180

Net Taxable = 2,799,105

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
OV65	168,337	94,670	462.56	1,192.18	1		
Total	168,337	94,670	462.56	1,192.18	1	Freeze Taxable	(-) 94,670
Tax Rate	0.488600						

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	569,302	411,690	395,697	15,993	1		
Total	569,302	411,690	395,697	15,993	1	Transfer Adjustment	(-) 15,993

Freeze Adjusted Taxable = 2,688,442

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 13,598.29 = 2,688,442 * (0.488600 / 100) + 462.56

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

2013 CERTIFIED TOTALS

Property Count: 2,337

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Grand Totals

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Land		Value				
Homesite:		236,723,357				
Non Homesite:		83,959,769				
Ag Market:		34,555,502				
Timber Market:		0			Total Land	(+) 355,238,628
Improvement		Value				
Homesite:		576,504,224				
Non Homesite:		118,754,345			Total Improvements	(+) 695,258,569
Non Real		Count	Value			
Personal Property:		91	40,199,090			
Mineral Property:		0	0			
Autos:		0	0		Total Non Real	(+) 40,199,090
					Market Value	= 1,090,696,287
Ag		Non Exempt	Exempt			
Total Productivity Market:		34,555,502	0			
Ag Use:		392,361	0		Productivity Loss	(-) 34,163,141
Timber Use:		0	0		Appraised Value	= 1,056,533,146
Productivity Loss:		34,163,141	0			
					Homestead Cap	(-) 913,186
					Assessed Value	= 1,055,619,960
Exemption	Count	Local	State	Total		
DP	8	320,000	0	320,000		
DV1	7	0	56,000	56,000		
DV2	2	0	15,000	15,000		
DV3	4	0	44,000	44,000		
DV4	6	0	36,000	36,000		
DV4S	4	0	48,000	48,000		
DVHS	5	0	1,193,827	1,193,827		
EX-XU	1	0	100,622	100,622		
EX-XV	27	0	45,465,927	45,465,927		
EX366	10	0	2,314	2,314		
HS	1,593	133,878,613	0	133,878,613		
OV65	454	17,901,592	0	17,901,592		
OV65S	11	440,000	0	440,000	Total Exemptions	(-) 199,501,895
					Net Taxable	= 856,118,065
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count	
DP	2,876,924	2,021,540	9,496.83	10,204.43	7	
OV65	147,275,798	99,971,793	455,269.36	484,008.50	424	
Total	150,152,722	101,993,333	464,766.19	494,212.93	431	Freeze Taxable (-) 101,993,333
Tax Rate	0.488600					
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count	
OV65	569,302	411,690	395,697	15,993	1	
Total	569,302	411,690	395,697	15,993	1	Transfer Adjustment (-) 15,993
						Freeze Adjusted Taxable = 754,108,739

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,149,341.49 = 754,108,739 * (0.488600 / 100) + 464,766.19

2013 CERTIFIED TOTALS

Property Count: 2,337

C29 - PLANO CITY OF
Grand Totals

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

2013 CERTIFIED TOTALS

Property Count: 2,321

C29 - PLANO CITY OF
ARB Approved Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,969		\$9,928,642	\$806,093,899
B	MULTIFAMILY RESIDENCE	2		\$0	\$27,230,232
C1	VACANT LOTS AND LAND TRACTS	125		\$0	\$12,905,869
D1	QUALIFIED OPEN-SPACE LAND	14	183.0717	\$0	\$34,555,502
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	1		\$0	\$5,833
E	RURAL LAND, NON QUALIFIED OPEN SP	4	73.1612	\$0	\$5,553,217
F1	COMMERCIAL REAL PROPERTY	14		\$0	\$113,380,361
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,437,940
J4	TELEPHONE COMPANY (INCLUDING CO-	5		\$0	\$1,858,070
J7	CABLE TELEVISION COMPANY	2		\$0	\$109,160
L1	COMMERCIAL PERSONAL PROPERTY	62		\$0	\$30,806,356
O	RESIDENTIAL INVENTORY	90		\$0	\$5,610,941
X	TOTALLY EXEMPT PROPERTY	38		\$715,575	\$45,568,863
	Totals		256.2329	\$10,644,217	\$1,087,116,243

2013 CERTIFIED TOTALS

Property Count: 16

C29 - PLANO CITY OF
Under ARB Review Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	14		\$0	\$3,487,224
L1	COMMERCIAL PERSONAL PROPERTY	2		\$0	\$92,820
		Totals	0.0000	\$0	\$3,580,044

2013 CERTIFIED TOTALS

Property Count: 2,337

C29 - PLANO CITY OF
Grand Totals

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,983		\$9,928,642	\$809,581,123
B	MULTIFAMILY RESIDENCE	2		\$0	\$27,230,232
C1	VACANT LOTS AND LAND TRACTS	125		\$0	\$12,905,869
D1	QUALIFIED OPEN-SPACE LAND	14	183.0717	\$0	\$34,555,502
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	1		\$0	\$5,833
E	RURAL LAND, NON QUALIFIED OPEN SP	4	73.1612	\$0	\$5,553,217
F1	COMMERCIAL REAL PROPERTY	14		\$0	\$113,380,361
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$3,437,940
J4	TELEPHONE COMPANY (INCLUDING CO-	5		\$0	\$1,858,070
J7	CABLE TELEVISION COMPANY	2		\$0	\$109,160
L1	COMMERCIAL PERSONAL PROPERTY	64		\$0	\$30,899,176
O	RESIDENTIAL INVENTORY	90		\$0	\$5,610,941
X	TOTALLY EXEMPT PROPERTY	38		\$715,575	\$45,568,863
	Totals		256.2329	\$10,644,217	\$1,090,696,287

2013 CERTIFIED TOTALS

Property Count: 2,321

C29 - PLANO CITY OF
ARB Approved Totals

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CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A014	BUILDER HOME PLANS - REFERENCE ON	4		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,417		\$9,928,642	\$712,285,766
A4	CONDOS	128		\$0	\$25,201,874
A5	TOWNHOMES	420		\$0	\$68,606,259
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$27,230,232
C1	REAL, VACANT PLATTED RESIDENTIAL L	121		\$0	\$8,922,831
C2	COMMERCIAL VACANT LOT	3		\$0	\$3,923,798
C3	REAL VACANT OUTSIDE CITY	1		\$0	\$59,240
D1	QUALIFIED AG LAND	14	183.0717	\$0	\$34,555,502
D2	NON HOMESITE IMPROVEMENTS ON QU	1		\$0	\$5,833
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,104,917
E4	VACANT NON QUALIFIED NON HOMESITE	2		\$0	\$448,300
F1	REAL COMMERCIAL	14		\$0	\$113,380,361
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,437,940
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	5		\$0	\$1,858,070
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$109,160
L1	BPP TANGIBLE COMERCIAL PROPERTY	28		\$0	\$29,204,670
L3	BPP TANGIBLE COMMERCIAL LEASED E	34		\$0	\$1,601,686
OC1	INVENTORY, VACANT PLATTED LOTS/TR	90		\$0	\$5,610,941
X		38		\$715,575	\$45,568,863
	Totals		183.0717	\$10,644,217	\$1,087,116,243

2013 CERTIFIED TOTALS

Property Count: 16

C29 - PLANO CITY OF
Under ARB Review Totals

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CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	13		\$0	\$3,328,861
A5	TOWNHOMES	1		\$0	\$158,363
L1	BPP TANGIBLE COMERCIAL PROPERTY	1		\$0	\$50,000
L3	BPP TANGIBLE COMMERCIAL LEASED E	1		\$0	\$42,820
	Totals		0.0000	\$0	\$3,580,044

2013 CERTIFIED TOTALS

Property Count: 2,337

C29 - PLANO CITY OF
Grand Totals

7/22/2013

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CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A014	BUILDER HOME PLANS - REFERENCE ON	4		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,430		\$9,928,642	\$715,614,627
A4	CONDOS	128		\$0	\$25,201,874
A5	TOWNHOMES	421		\$0	\$68,764,622
B1	REAL, RESIDENTIAL, APARTMENTS	2		\$0	\$27,230,232
C1	REAL, VACANT PLATTED RESIDENTIAL L	121		\$0	\$8,922,831
C2	COMMERCIAL VACANT LOT	3		\$0	\$3,923,798
C3	REAL VACANT OUTSIDE CITY	1		\$0	\$59,240
D1	QUALIFIED AG LAND	14	183.0717	\$0	\$34,555,502
D2	NON HOMESITE IMPROVEMENTS ON QU	1		\$0	\$5,833
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,104,917
E4	VACANT NON QUALIFIED NON HOMESITE	2		\$0	\$448,300
F1	REAL COMMERCIAL	14		\$0	\$113,380,361
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$3,437,940
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	5		\$0	\$1,858,070
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$109,160
L1	BPP TANGIBLE COMERCIAL PROPERTY	29		\$0	\$29,254,670
L3	BPP TANGIBLE COMMERCIAL LEASED E	35		\$0	\$1,644,506
OC1	INVENTORY, VACANT PLATTED LOTS/TR	90		\$0	\$5,610,941
X		38		\$715,575	\$45,568,863
	Totals		183.0717	\$10,644,217	\$1,090,696,287

2013 CERTIFIED TOTALS

Property Count: 2,337

C29 - PLANO CITY OF
Effective Rate Assumption

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New Value

TOTAL NEW VALUE MARKET: \$10,644,217
TOTAL NEW VALUE TAXABLE: \$8,914,984

New Exemptions

Exemption	Description	Count	2012 Market Value	2012 Market Value
EX-XV	Other Exemptions (including public property, r	6		\$288,269
EX366	HB366 Exempt	1		\$0
ABSOLUTE EXEMPTIONS VALUE LOSS				\$288,269

Exemption	Description	Count	Exemption Amount
DP	Disability	1	\$40,000
HS	Homestead	51	\$4,254,040
OV65	Over 65	38	\$1,485,385
PARTIAL EXEMPTIONS VALUE LOSS			\$5,779,425
TOTAL EXEMPTIONS VALUE LOSS			\$6,067,694

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
1,593	\$420,977	\$84,615	\$336,362
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,591	\$418,298	\$84,085	\$334,213

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
16	\$3,580,044.00	\$2,782,800

For Entity : PLANO CITY OF

Year: 2013

State Code: <ALL>

Owner ID	Taxpayer Name	Market Value	Taxable Value
540772	FRITO-LAY INC	\$67,183,272	\$51,255,627
789025	SUNSTONE PRESERVE LP	\$27,227,945	\$27,227,945
626326	CNL RET CRS2 PLANO TX LP	\$20,916,678	\$20,916,678
704924	HCRI PRESTONWOOD MEDICAL FACILITY, LLC	\$17,600,000	\$17,600,000
647184	FAEC HOLDINGS (TX) LLC	\$15,536,835	\$15,536,835
839962	SHF IV PRESTONWOOD LLC	\$14,676,500	\$14,676,500
611886	PLANO PROPERTIES INC	\$7,500,000	\$7,500,000
704895	BENTLEY PREMIER BUILDERS LLC	\$5,879,235	\$5,879,235
831366	VICTORY HEALTHCARE	\$5,383,622	\$5,383,622
256821	DAVENPORT, JAMES L & JAYNE	\$5,065,262	\$4,012,210
735765	DHAROD, SUNIL D TR OF SUNIL D DHAROD REV TRUST	\$3,193,407	\$3,193,407
717611	PEPSICO INC.	\$3,164,347	\$3,164,347
344933	BRODERICK, JAMES E	\$2,530,000	\$2,530,000
673443	Oncor Electric Delivery Co	\$2,336,340	\$2,336,340
344800	PRESTONWOOD GOLF CLUB CORP	\$2,253,840	\$2,253,840
446693	PFEIL, DAVID & MINDY	\$2,136,723	\$2,136,723
831404	ACCEL REHABILITATION HOSPITAL	\$2,090,000	\$2,090,000
792239	ZAFAR, SHADMAN & CHRISTIE O	\$1,927,826	\$1,927,826
341892	KESTERSON, TOM & DARCI A	\$2,400,679	\$1,920,543
362478	NDUDI, JUDE DR	\$2,400,000	\$1,920,000



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Finance Department		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Second Amended Bylaws of the Plano Health Facilities Development Corporation, and authorizing a change of the registered agent for the Plano Health Facilities Development Corporation to be the Finance Director of the City of Plano; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Assisting companies by serving as a conduit for reduced financing and better rates relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This resolution approves amending its bylaws to change the address of the principal office and to revise its registered agent to be the Finance Director of the City of Plano.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bylaws of the Plano Health Facilities Development Corporation				

A Resolution of the City Council of the City of Plano, Texas, approving the Second Amended Bylaws of the Plano Health Facilities Development Corporation, and authorizing a change of the registered agent for the Plano Health Facilities Development Corporation to be the Finance Director of the City of Plano; and providing an effective date.

WHEREAS, the Plano Health Facilities Development Corporation has recommended amending its bylaws to change the address of the principal office and to revise its registered agent to be the Finance Director of the City of Plano; and

WHEREAS, any changes to the bylaws must be finally approved by the City Council; and

WHEREAS, the Board of the Plano Health Facilities Development Corporation approved the Second Amended Bylaws to change the address of the principal office and authorized the registered agent to be the Finance Director of the City of Plano; and

WHEREAS, the City Council finds that the change to the bylaws and revising the registered agent are in the best interest in the City of Plano.

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

Section I. The City Council of the City of Plano approves of the Second Amended Bylaws of the Plano Health Facilities Development Corporation, which is attached hereto as Exhibit A.

Section II. The City Council also approves of the change of the registered agent to Denise Tacke, the Finance Director of the City of Plano, and authorizes the change to be made with the Secretary of State.

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

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT A
SECOND AMENDED BYLAWS
OF
PLANO HEALTH FACILITIES
DEVELOPMENT CORPORATION

ARTICLE I
NAME, PURPOSE AND POWERS

Section 1.1 Name. The name of the Corporation is Plano Health Facilities Development Corporation.

Section 1.2. Purpose. The purpose of the Corporation is to acquire, construct, provide, improve, finance and refinance any real, personal or mixed property, or any interest therein, the financing, refining, acquiring, providing, constructing, enlarging, remodeling, renovating, improving, furnishing or equipping of which is found by the Board of Directors of the Corporation to be required, necessary or convenient for health, care, research and education, any one or more, within the State of Texas, all to assist the maintenance of the public health. The Corporation shall be operated exclusively for such purpose without profit. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual; no substantial part of its activities shall be carrying propaganda, or otherwise attempting to influence legislation; and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Section 1.3. General Powers and Specific Authorities of the Corporation. The Corporation shall possess all of the general powers and specific authorities as provided by the Texas Health Facilities Development Act, Chapter 221 of the Texas Health & Safety Code, subject any limitations established by these bylaws, the Board of Directors for the Corporation, and the City Council of the City of Plano, Texas ("the Council").

Section 1.4. Conditions Precedent to Issuance of Obligations. The Corporation shall not issue any bonds, notes or other obligations for the purpose of paying all or any part of the costs of a health facility, as defined in the Texas Health Facilities Development Act, Chapter 221 of the Texas Health & Safety Code, unless:

- (a) The Board of Directors finds that the health facility, the cost of which is to be paid in whole or in any part from the proceeds of such bonds, notes or other obligations of the Corporation, is of such significant size or purpose as to substantially contribute to the economic development of the City of Plano, Texas ("the City") and the health care, research or education in the City and surrounding areas;

- (b) The bonds, notes and other obligations to be issued are in an aggregate principal amount of \$2,000,000 or more;
- (c) At least fourteen (14) days prior to the issuance of such bonds, notes or other obligations by the Corporation, the Corporation has filed with the Council a full and complete description of the health facility the cost of which is to be paid in whole or in any part from the proceeds of such bonds, notes or other obligations of the Corporation proposed to be issued, including an explanation of the projected costs and the necessity for such proposed health facility, the name of the proposed user of such health facility and such other information as may be requested by the Council; and
- (d) The Council has by written resolution approved the issuance of such bonds, notes or other obligations prior to their issuance.

Section 1.5 Local Regulations. The Corporation, by action of the Board of Directors, with approval of the Council, shall be authorized to promulgate, implement and amend local regulations governing the receipt, processing and approval of applications for financial participation in development facilities and prescribing fees to be paid by applicants in amounts reasonably estimated to pay the ministerial and staff costs and expenses of the Corporation, plus reasonable reserves therefor.

Section 1.6 Staff Functions. Administrative functions for the Corporation shall be performed by employees of the City as directed by the City Manager. The Corporation shall pay the costs for such services as from time to time shall be billed to the Corporation by the City.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number, Appointment and Tenure. The affairs of the Corporation shall be managed by a Board of Directors which shall consist of three (3) natural persons. Each director shall be appointed by the City Council of the City of Plano, Texas ("the Council") and shall hold office for a term of two (2) years. No director shall serve more than three (3) consecutive terms. Each director appointed to fill a vacancy created by the resignation or removal of a director prior to the expiration of his term shall serve for the balance of the unexpired term. Each director shall be removable by the Council for cause or at will. Each director shall hold office for the terms for which he is appointed and until his successor shall have been appointed and qualified unless sooner removed. The City Council may remove a director at any time with or without cause.

Section 2.2. Meetings. The Board of Directors shall not meet regularly, but shall assemble at such special meetings as shall be necessary or advisable to give effect to

the purpose for which the Corporation is organized. Special meetings of the Board of Directors shall be held at the call of the secretary of the Corporation upon the direction of the president of the Corporation or upon written request of any two directors. Notice of each special meeting shall be given by the secretary to each director, either personally, by mail, by facsimile transmission, or by electronic transmission (e-mail) not less than three days prior to the meeting unless the president or any two directors declare an emergency, in which case personal notice to each director given not less than two hours prior to the meeting shall be satisfactory. Mailed notice shall be considered given at the earlier of (1) delivery at the address of the director or (2) the expiration of four days after deposit into the United States mail, first class, postage prepaid. Special meetings of the Board of Directors shall be held at such location within the State of Texas as shall be specified in the notice of the meeting given by the secretary. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice of a special meeting made in writing by any director, whether such waiver is given before or after the time of the special meeting stated in such notice, shall be the equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as provided in these bylaws.

Section 2.3. Quorum. The presence of two (2) directors shall be necessary and sufficient for the transaction of business at each meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may recess the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board or Directors.

Section 2.4. Unanimous Consent of Directors. Any action required to be taken at a meeting of the Board of Directors or which may be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent or consents in writing, setting forth the action to be taken, shall be signed by all directors or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or documents filed with the Secretary of State under the Health Facilities Development Act or otherwise executed and delivered by any office of the Corporation.

Section 2.5 Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Each such committee shall consist of two or more persons, all of whom shall be directors. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated and appointed by a resolution adopted by a majority of the directors at

a meeting at which a quorum is present or by the president. Membership on such committees may, be need not be, limited to directors.

Section 2.6. Compensation of Directors. Each director shall serve as such without compensation, but shall be reimbursed by the Corporation from legally available funds for his actual expenses incurred in the performance of his duties.

ARTICLE III **OFFICERS**

Section 3.1. Officers. The officers of the Corporation shall consist of a president, a vice president, a secretary, and a treasurer and may also include such other officers and assistant officers as the Board of Directors may elect or the president may appoint at any time and from time to time. Any two or more offices may be held by the same person, except the offices of president and secretary. The Board of Directors shall elect the officers of the Corporation at its first meeting, at the first meeting following each anniversary date of the initial issuance of the Certificate of Incorporation of the Corporation by the Secretary of State, and, in the case of an election to fill any vacant office, at the first meeting following the vacating of such office. Each officer shall hold office for a period of one (1) year. Each officer elected to fill a vacancy which occurs prior to the expiration of the term of such office shall serve for the balance of the unexpired term. Each officer shall hold office for the term for which he is elected and until his successor is elected and qualified. Any officer elected or appointed may be removed by the persons authorized to elect or appoint such officer whenever in their judgment the best interests of the Corporation will be served thereby.

Section 3.2. President. The president shall preside at all meetings of the Board of Directors. The President shall be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors, shall have general charge and supervision of the management of the affairs of the Corporation. The president shall see that all orders and resolutions of the Board of Directors are carried into effect. The president shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board of Directors, except when the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 3.3. Vice-President. The vice-president shall, in the event of the absence or disability of the president for any cause whatsoever, discharge the powers and duties of the president, and the vice-president shall perform such additional duties as may be prescribed from time to time by the Board of Directors.

Section 3.4. Secretary. The secretary shall have the charge of the records and correspondence of the Corporation under the direction of the president. The secretary shall give notice of and attend all meetings of the Board of Directors and shall take and keep minutes of and record all votes cast at such meetings. All such records,

correspondence, and minutes shall be open at all times to inspection by any director and by any representative of the Council. The secretary shall also discharge such other duties as shall be assigned to the secretary by the president or the Board of Directors at any time and from time to time.

Section 3.5. Treasurer. To the extent not otherwise provided in any resolutions of the Board of Directors relating to the issuance of bonds, debentures or notes of the Corporation or instruments authorized by the Board of Directors to provide security therefor, the treasurer shall have the custody of all the funds and securities of the Corporation; shall deposit the same to the credit of the Corporation in such banks or depositories as the Board of Directors shall designate; shall keep proper books of account and other records showing at all times the amount of the funds and other property belonging to the Corporation and of all receipts and disbursements of the Corporation; shall, under the direction of the Board of Directors, disburse all money and sign all checks and other instruments drawn on or payable out of funds of the Corporation; and shall also make such transfers and alterations to the securities of the Corporation as may be ordered by the Board of Directors. The treasurer shall also discharge such additional duties as may be prescribed at any time and from time to time by the Board of Directors. The treasurer shall give bond only if required by the Board of Directors. The treasurer shall render to the president and directors an account of all such person's transactions as treasurer and of the financial condition of the Corporation whenever they may request the same.

ARTICLE IV **PROVISIONS REGARDING BYLAWS**

Section 4.1. Effective Date. These bylaws shall become effective only upon the occurrence of the following events:

- (1) The adoption of these bylaws by the Board of Directors; and
- (2) The approval of these bylaws by the Council.

Section 4.2. Amendments to Bylaws. These bylaws may be altered, amended or repealed and new bylaws may be adopted, by the affirmative vote by a majority of the directors of the Corporation present at any meeting of the Board of Directors at which a quorum is present, provided that notice of the proposed alteration, amendment, repeal or adoption is contained in the notice of such meeting, and provided further that each such alteration, amendment, repeal or adoption shall be subject to the approval of the Council.

Section 4.3. Interpretation of Bylaws. These bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section, or other part of these bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws

and the application of such word, phrase, clause, sentence, paragraph, section or other part of these bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Principal Office. The principal office of the Corporation shall be located at 1520 Avenue K, Suite 370, Plano, Texas 75074.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be the period determined by resolution of the Board of Directors from time to time.

Section 5.3. Seal. The official seal of the Corporation shall be as determined by the Board of Directors. The official seal of the Corporation may be impressed, printed or attached to any instrument authorized by the Board of Directors, but such seal shall not be necessary to the proper execution by the officers of the Corporation of any such instrument unless otherwise specified by the Board of Directors.

Section 5.4. Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or representative of the Council at any reasonable time.

Section 5.5. Dissolution of the Corporation. Upon dissolution of the Corporation, the title to all funds and other property owned by the Corporation when it dissolves shall automatically vest in the City without further conveyance, transfer, or other act.

Section 5.6. Gender. All references to he, his or him in these bylaws are assumed to apply equally to women holding the same responsibilities in the Corporation.

Section 5.7. Indemnification. To the extent allowed by the bylaws and limited by the availability and amount of insurance coverage that Corporation has in existence for director and official liability coverage and the restrictions in 5.8, the Corporation may indemnify a director, officer, employee, or agent of the Corporation who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions that are within the scope of his or her official capacity in the Corporation.

Section 5.8. Procedures Related to Indemnification Payments. Before the directors may authorize any payment for indemnification expenses (including attorney's fees), the directors must specifically determine that indemnification is permissible, authorize indemnification and determine that expenses to be reimbursed are reasonable.

Section 5.9 Insurance. Corporation may purchase and maintain insurance on behalf of the Corporation, its officers and employees for their actions.

Section 5.10 Bond. The Board of Directors may direct that officers, directors or employees of the Corporation be bonded at the expense of the Corporation. The Board shall determine the sum necessary for any required surety or bond.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the settlement between the City of Plano and Comerica Bank in the amount of Seventy Nine Thousand Fifty Eight and 46/100 Dollars (\$79,058.46); authorizing the City Manager or his designee to execute any and all documents necessary to finalize such settlement; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	79,058	0	79,058
BALANCE	0	79,058	0	79,058
FUND(S): GENERAL FUND				
COMMENTS: This item, in the amount of \$79,058, is a Settlement Agreement between the City of Plano, Texas and Comerica Bank.				
STRATEGIC PLAN GOAL: A Settlement Agreement relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Approving settlement agreement between Comerica Bank and the City of Plano regarding overpayments by Comerica Bank to recipients under the Texas Retirement Security Trust. Funds received will be deposited into the City's Retirement Security Plan Trust.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the settlement between the City of Plano and Comerica Bank in the amount of Seventy Nine Thousand Fifty Eight and 46/100 Dollars (\$79,058.46); authorizing the City Manager or his designee to execute any and all documents necessary to finalize such settlement; and providing an effective date.

WHEREAS, on or about July 2, 2007, Comerica and the City entered into an agreement for Comerica to provide trustee services to the City of Plano Texas Retirement Security Trust, hereinafter referred to as the "Agreement"; and

WHEREAS, as part of Comerica's duties, it was to provide monthly retirement payments to persons who were eligible to receive benefits under Plan as described in the Agreement; and

WHEREAS, sometime beginning in 2009 and thereafter, a number of overpayments have been made to recipients under the Plan; and

WHEREAS, the City has made a demand on Comerica for reimbursement to the Plan for the overpayment amount, hereafter referred to as the "Claim"; and

WHEREAS, the parties agree to settle this claim for the sum of **SEVENTY NINE THOUSAND FIFTY EIGHT AND 46/100 DOLLARS (\$79,058.46)**; and

WHEREAS, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement offer and that the City Manager or his designee shall be authorized to execute any and all documents necessary to finalize the settlement.

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

Section I. The City Council approves the settlement of this controversy in the amount of **SEVENTY NINE THOUSAND FIFTY EIGHT AND 46/100 DOLLARS (\$79,058.46)**.

Section II. The City Manager or his designee is hereby authorized to execute any and all documents necessary to finalize the settlement.

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

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

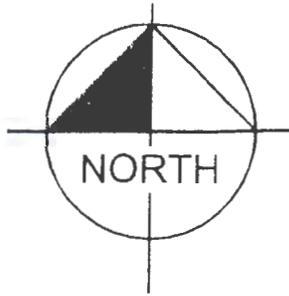
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

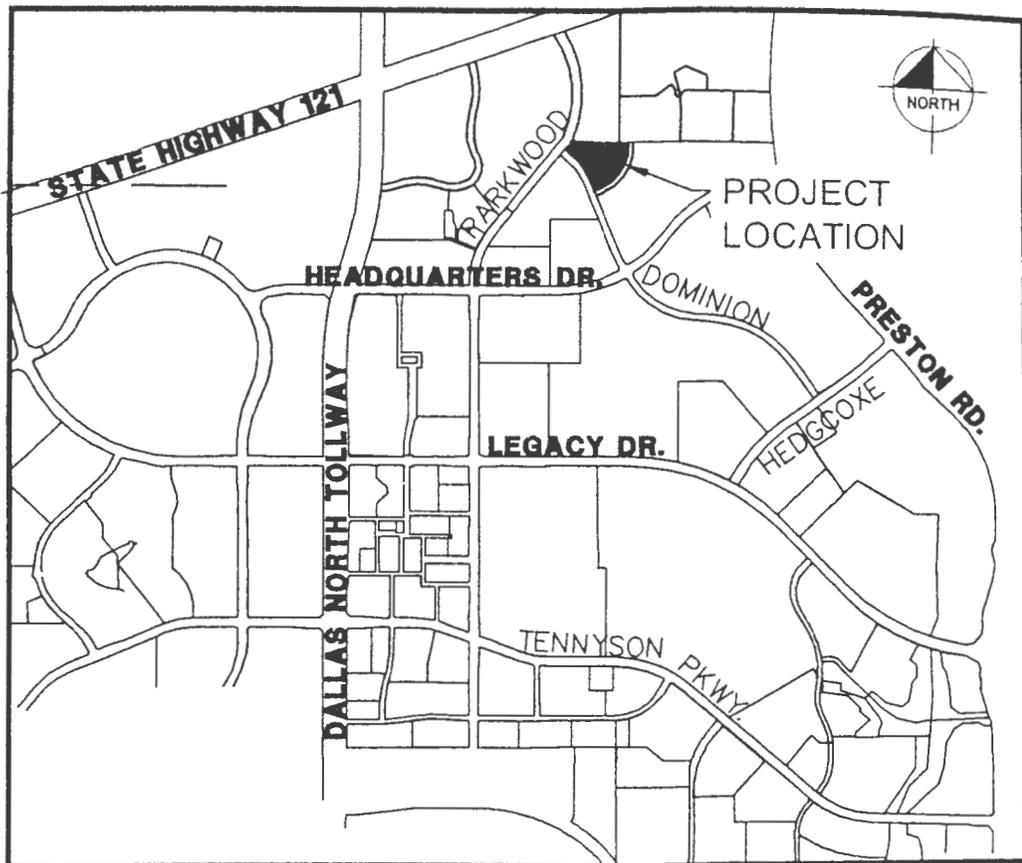


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/12/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6330
CAPTION				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to part of that certain Drainage Easement recorded in Instrument No. 20060719001009210 of the Land Records of Collin County, Texas, and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, West Plano Land Company, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): GENERAL FUND				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The existing easement is being replaced by another easement and the City of Plano no longer needs the existing easement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		
Ordinance				
Exhibit A				
Exhibit B				



GRAPHIC SCALE IN FEET



VICINITY MAP

N.T.S.

An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to part of that certain Drainage Easement recorded in Instrument No. 20060719001009210 of the Land Records of Collin County, Texas, and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, West Plano Land Company, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in that certain Drainage Easement recorded in Instrument No. 20060719001009210 Land Records of Collin County, Texas and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Engineering Department as determined that there will be no detrimental effect on the City of the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

Section III. The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT A
LEGAL DESCRIPTION
DRAINAGE EASEMENT ABANDONMENT
0.806 ACRE**

BEING a tract of land situated in the Samuel Brown Survey, Abstract No. 108, City of Plano, Collin County, Texas and being part of a of land described as Tract 1C in Special Warranty Deed to West Plano Land Company, LP, recorded in Instrument No. 20060920001358250, Land Records of Collin County, Texas, being part of the Drainage Easement recorded in Instrument No. 20060719001009210, Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod found at the westernmost end of a right-of-way corner clip at the intersection of the northeast right-of-way line of Dominion Parkway (a 92-foot wide right-of-way) and the northwest line of Lot 4, Block 1 of Village at 121 Addition, an addition to the City of Plano according to the plat thereof recorded in Volume 2008, Page 221 of the Map Records of Collin County, Texas;

THENCE with said northeast right-of-way line of Dominion Parkway, the following courses and distances:

North 23°29'25" West, a distance of 129.44 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 03°09'08", a radius of 896.00 feet, a chord bearing and distance of North 25°03'59" West, 49.29 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 49.29 feet to the **POINT OF BEGINNING** and for the beginning of a curve to the left having a radius of 896.00 feet, a central angle of 3°50'37", a chord bearing and distance of North 28°33'51" West, 60.10 feet;

THENCE northwesterly, continuing with said northeast right-of-way line, and with said curve, an arc distance 30.11 feet to a point for corner;

THENCE leaving the northeast right-of-way line of Dominion Parkway and with the north line of said easement, North 64°39'48" East, a distance of 613.10 feet to a point for corner in the west line of said Lot 4;

THENCE with said west line, the following courses and distances to wit:

South 15°05'05" West, a distance of 73.48 feet to a point he beginning of a tangent curve to the right having a central angle of 00°30'41", a radius of 600.00 feet, a chord bearing and distance of South 15°20'25" West, 5.35 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 5.35 feet to a point in the south line of said easement;

THENCE with said south line, South 64°39'48" West, a distance of 558.58 feet to the **POINT OF BEGINNING** and containing 0.806 acre of land.

The bearings for this survey are based on the plat of The Village at Stonebriar, an addition to the City of Plano, Texas according to the plat recorded in Volume 2007, Page 511, Map Records of Collin County, Texas.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Ph. 972-770-1300
dana.brown@kimley-horn.com



**DRAINAGE EASEMENT
ABANDONMENT
SAMUEL BROWN SURVEY
ABSTRACT NO. 108
CITY OF PLANO
COLLIN COUNTY, TEXAS**

		Kimley-Horn and Associates, Inc.			
		12750 Merit Drive, Suite 1000 Dallas, Texas 75251			
		Tel. No. (972) 770-1300 Fax No. (972) 239-3820			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
	DAB	SRD	JUNE 2013	063488607	1 OF 1

LOT 2R, BLOCK A
 THE VILLAGE AT STONEBRIAR
 VOL. 2007, PG. 511
 M.R.C.C.T.

15' SANITARY SEWER EASEMENT
 INST. NO. 20060719001009200
 L.R.C.C.T.

20' DRAINAGE EASEMENT
 INST. NO. 20070724001019840
 INST. NO. 20070718000991830
 L.R.C.C.T.

IRSC "KHA"
 (5/8" IRFC S 44° 22' W 0.4')



TRACT 1C
 WEST PLANO LAND COMPANY, LP
 INST. NO. 20060920001358250
 L.R.C.C.T.

$\Delta=0^{\circ}30'41''$
 $R=600.00'$
 $L=5.35'$
 $CB=S15^{\circ}20'25''W$
 $C=5.35'$

$\Delta=3^{\circ}50'37''$
 $R=896.00'$
 $L=60.11'$
 $CB=N28^{\circ}33'51''W$
 $C=60.10'$

TEMP. DRAINAGE EASEMENT
 INST. NO. 20060719001009210
 L.R.C.C.T.

VARIABLE WIDTH FIRELANE,
 ACCESS & UTILITY
 EASEMENT
 VOL. 2008, PG. 29
 M.R.C.C.T.

$\Delta=3^{\circ}09'08''$
 $R=896.00'$
 $L=49.29'$
 $CB=N25^{\circ}03'59''W$
 $C=49.29'$

P.O.B.

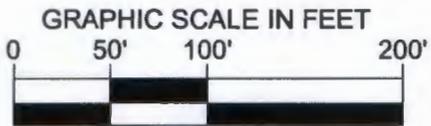
DOMINION PARKWAY
 (92' R.O.W.)

P.O.C.

LOT 4, BLOCK 1
 VILLAGE AT 121 ADDITION
 INST. NO. 20080409010001370
 VOL. 2008, PG. 221
 M.R.C.C.T.

**EXHIBIT A
 DRAINAGE EASEMENT
 ABANDONMENT
 SAMUEL BROWN SURVEY
 ABSTRACT NO. 108**

CITY OF PLANO, COLLIN COUNTY, TEXAS



**Kimley-Horn
 and Associates, Inc.**

12750 Merit Drive, Suite 1000
 Dallas, Texas 75251
 Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DAB	SRD	JUNE 2013	063486607	1 OF 1

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting Drainage Easement Instrument No. 20060719001009210 L.R.C.C.T., (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

No drainage flows through the Easement.

2. The following public interest will be served as a result of the abandonment:

Easement property will be utilized for commercial development.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B-1".~~ **N/A**
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100%

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C-1".~~ N/A
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D-1".~~ N/A

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

By: West Plano Land Company, L.P.
a Delaware limited partnership

By: West Plano Land Company – GP, LLC,
a Delaware limited liability company,
its General Partner

Typed Name of Owner

2100 McKinney Avenue, Suite 800

Address

Dallas, TX 75201

City, State and Zip

By: Mark C. Allyn, President

Dated: 7/22/2013



Signature of Owner

Contact Person for Property Owners:

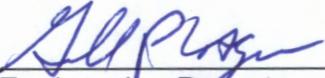
Name: Mark Lewis

Phone No: 214-863-4277

FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



Engineering Department
City of Plano, Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	8/12/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

An Ordinance of the City of Plano, Texas repealing and replacing Sections 15-1, 15-3,15-4, 15-5,15-24, 15-51, 15-85, 15-91, and 15-122 of Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano, Texas to revise certain definitions, permitted and prohibited activities, the permit process, facility fees, the duties of the Parks and Recreation Planning Board, and penalty language; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: The proposed changes to Chapter 15 - Parks & Recreation of the Code of Ordinances do not contain any substantive changes that will affect operational revenues or expenditures to the City of Plano. Consequently this item will have no financial impact to the City of Plano.

STRATEGIC PLAN GOAL: Parks & Recreation Administration of the City of Plano facilities relates to the City's Goal of a Financially Strong City with Service Excellence.

SUMMARY OF ITEM

The City's Code of Ordinances is periodically reviewed and updated. These sections located in Chapter 15 – Parks and Recreation, have been reviewed by the Parks and Recreation Planning Board and input received and considered herein. The changes include the definition of where alcohol may be allowed at Oak Point Park and Nature Preserve by special event permit, section 15-1 and 15-3. Also included is language that prohibits sleeping, camping, loitering in the park or near restrooms in the park, section 15-3, also prohibited is feeding or leaving food for the wildlife. Section 15-3 clarifies that while motorized vehicles are generally prohibited in a park facility other than improved roads, streets, or parking lots. Bicycles with a motorized assist will be allowed, section 15-4, parking in areas other than designated parking space may be allowed by permit, section 15-4, people are prohibited from making improvements or installing plant material without permission from the department director or designee, section 15-4. The permit application process, section 15-5 requires specific information related to event application to be submitted within 30 days of the event. Section 15-24 amends the duties of the Parks and Recreation Planning Board to review and make recommendations regarding master



CITY OF PLANO COUNCIL AGENDA ITEM

plans for the development or improvement of parks and recreation facilities. Section 15-51 amends penalty language for violations of the athletic ordinance. Sections 15-85 and 15-91 is amended to reflect the current Council approved fee structures, and Section 15-122 addresses penalty language for trees and landscaping ordinance violations.

List of Supporting Documents:
Ordinance

Other Departments, Boards, Commissions or Agencies

An Ordinance of the City of Plano, Texas repealing and replacing Sections 15-1, 15-3,15-4, 15-5,15-24, 15-51, 15-85, 15-91, and 15-122 of Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano, Texas to revise certain definitions, permitted and prohibited activities, the permit process, facility fees, the duties of the Parks and Recreation Planning Board, and penalty language; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.

WHEREAS, the City Council has previously adopted regulations for park facilities and areas codified in Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano, Texas; and

WHEREAS, the Parks and Recreation staff is recommending changes to Sections 15-1, 15-3, 15-4, 15-5, 15-24, 15-51, 15-85, 15-91, and 15-122 of the Code of Ordinances of the City of Plano, Texas to revise certain definitions, permitted and prohibited activities, the permit process, facility fees, the duties of the Parks Board, and penalty language; and

WHEREAS, the Parks and Recreation Planning Board reviewed the proposed changes at their August 6, 2013 meeting; and

WHEREAS, the City Council deems it in the best interest of the City to repeal and replace Sections 15-1, 15-3,15-4, 15-5,15-24, 15-51, 15-85, 15-91, and 15-122 of the Code of Ordinances as set forth herein.

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

Section I. Sections 15-1, 15-3, 15-4, 15-5, 15-24, 15-51, 15-85, 15-91, and 15-122 of the Code of Ordinances of the City of Plano, Texas are repealed and replaced to read in their entirety as follows:

Sec. 15-1. Definitions.

Oak Point Park and Nature Preserve Alcohol Permit Area means the facility located on Spring Creek Parkway and, specifically, inside the area defined by the dashed line on the map below.



Alcohol Permit Area
Oak Point Park and Nature Preserve



Authorized vehicles means any vehicle approved by the director of the parks and recreation department or her designee.

Director means the Director of the Parks and Recreation Department for the City of Plano or her designee.

Licensed motor vehicle means any type of device, whether battery, gas or electric powered, used to transport person or persons that is required by law to be registered.

Motor vehicle means any self-propelled vehicle subject to the registration requirements of the Texas Transportation Code, Chapter 502.

Motorized device means any device with an electric or gas motor that does not fall under the definition of "motor vehicle" under the Texas Transportation Code, including motorized scooters and electric bicycles. This definition, however, does not include any device designed to assist the handicapped.

Park or park facility means any and all land, areas, buildings, and facilities that are owned, leased, or otherwise controlled by the City of Plano Parks and Recreation Department, including, but not limited to, parks, athletic fields, tennis courts, golf course, swimming pools, playgrounds, pavilions, medians, and recreational trails.

Permit means written permission from the director issued pursuant to the provisions of this chapter and authorizing a person or organization to carry out the activity specified in the permit at a park facility.

Unlicensed motor vehicle means any type of device, whether battery, gas or electric powered, used to transport person or persons that is not registered or ineligible for registration by the Texas Department of Public Safety. This does not include approved devices used to transport a handicapped person or vehicles lawfully registered in another state.

Sec. 15-3. Prohibited activities.

(a) It shall be unlawful for any person to knowingly do any of the acts specified in this section in or upon any park facility, except as otherwise specifically provided:

(1) *Alcohol*. To sell, possess, or consume alcoholic beverages with the following exceptions:

- a. The sale or serving of alcoholic beverages for on-premise possession and consumption shall be permitted at city operated municipal golf courses.
- b. The sale or serving of alcoholic beverages for on-premise possession and consumption shall be permitted within the Oak Point Park and Nature Preserve Alcohol Permit Area at Oak Point Park and Nature Preserve during events as authorized by city permit or facility use

agreement pursuant to Chapter 15, Article I of the City Code of Ordinances.

- c. Consumption and possession of open containers of alcoholic beverages within the Oak Point Park and Nature Preserve Alcohol Permit Area at Oak Point Park and Nature Preserve during events as authorized by city permit or facility use agreement pursuant to Chapter 15, Article I of the City Code of Ordinances. This provision does not apply to the sale or service of alcoholic beverages in Oak Point Park and Nature Preserve except as allowed in Section 15-3(a)(1)b. above. The requestor must provide an approximate number of people expected to attend the event and comply with all city requirements for protection of the health, safety and welfare of the community. In cases of multiple requests, permits or facility use agreements shall be granted on a first come, first serve basis.

(2) *Weapons.*

- a. To carry a concealed handgun, as that term is defined in Section 14-5 of the Code of Ordinances of the City of Plano, in a city park, except those persons who are duly licensed by the state to carry a concealed handgun in accordance with the provisions of the Texas Concealed Weapons Act.
- b. To carry or discharge firearms (unless permitted under subsection (a)(2)a. above), facsimile firearms (as defined in Section 14-12 of the Code of Ordinances of the City of Plano), fireworks, air guns, bows and arrows, slingshots or any device which would or could project any object which would or could create a fire hazard or any hazard or danger to the public, except with written approval of the parks and recreation director.

(3) *Unauthorized entry onto reserved facilities/scheduled activities.* To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: indoor and outdoor facilities, meeting rooms, gathering areas, camps, and classes, athletic fields and their support/adjacent areas and facilities.

(4) *Restroom use.* To enter, remain in, near, or about a public restroom located at or in a park facility for the purpose of engaging in criminal activity. Any person over the age of six (6) years shall not use the restrooms and washrooms designated for the opposite sex. It is a defense, however, for any person regardless of age, to enter an otherwise unoccupied restroom or

washroom of the opposite sex for the purpose of assisting a disabled person of the opposite sex.

- (5) *Tobacco use.* To use or consume any tobacco products while seated in or within twenty (20) feet of a bleacher provided for spectators at outdoor athletic events or activities; in baseball/softball field plaza areas; in a park restroom or inside the border of a playground. Use or consumption of tobacco products is allowed in all other outdoor areas of a park facility unless otherwise prohibited.
- (6) *Controlled access.* To enter any controlled access portion or any specially designated area of any park facility, except for authorized city personnel.
- (7) *Environmental disturbance.* To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.
- (8) *Fires.* To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The director may prohibit all fires in public parks during those periods that he, in her sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety. Notice to the public of any burn ban shall be by press release and publication on the city's web page.
- (9) *Swimming.* To swim in, wade in, bathe in, any fountain, pond, lake or stream.
- (10) *Golfing.* To hit golf balls of any type in a park facility, except in areas specifically designated for this purpose.
- (11) *Signs.* To erect any permanent sign on or in any parks facility or area.

Notwithstanding the provisions of Section 6-491 of chapter 6 of the Code of Ordinances, temporary signs are permitted: on reserved facilities and areas, at permitted events, and at scheduled activities which uses have been previously approved by the parks department. For facilities that have been allocated in accordance with sections 15-56 and 15-57 of chapter 15 of the Code, temporary signs may only be erected or placed during the duration of a tournament or meet and at no other time.

The parks director or her designee may limit the location, size and materials for any temporary sign in order to prevent any damage to park facilities or injury to persons using the facilities.

- (b) None of the above provisions apply to city employees, its agents or contractors in the performance of maintenance, construction or repair duties for any park facility.

Sec. 15-4. Activities allowed with a permit or facility use agreement.

- (a) *Generally.* It shall be unlawful for any person to do any of the acts specified in this section in or upon any park facility except with a permit or facility use agreement issued by the director or her designee. If a permit or facility use agreement is issued under this section, the director or her designee may limit the activity to a designated park facility.
- (1) *Park hours.* To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. Soft surface trail and native areas, and other designated areas in Arbor Hills Nature Preserve and Oak Point Park and Nature Preserve shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted.
 - (2) *Sale of goods and services.* To sell or offer for sale any food, drinks, confections, merchandise, or services unless provided through a city concessions contract or permit.
 - (3) *Commercial or business activities.* To conduct any commercial or business activities of any kind for which: any participation or admission fee is charged or revenue is otherwise derived; or, distributing commercial promotional materials or advertising.
 - [(4) *Reserved.*]
 - (5) *Hunting.* To hunt, trap, kill, remove or release any animal; provided however, that fishing shall be permitted subject to Texas Parks and Wildlife Rules and Regulations.
 - (6) *Animals.*
 - a. It shall be unlawful to ride, drive, lead, or let loose any animal, reptile or fowl of any kind, except in designated areas as indicated by city signage. These restrictions, however, shall not apply to dogs and cats when restrained by a leash not more than six (6) feet long. Such leash shall at all times serve as a connection between the dog or cat and the person that accompanies the dog or cat.
 - b. It shall be unlawful for any person to tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, poles or other park facility infrastructure.
 - c. The leash requirements shall not apply to dogs being used by a peace officer for law enforcement purposes, or dogs participating in authorized search and rescue training and activity as allowed by ordinance.

- d. A person commits an offense if the person accompanying the animal fails to immediately remove and dispose of any excreta the animal produces.
 - e. A person commits an offense if the person accompanying the animal fails to visibly have in his possession materials that can be used to immediately remove and dispose of any excreta the animal produces.
 - f. With the exception of service animals trained to assist individuals with a disability and animals participating in a special event sponsored by the city and approved by the director, no animals are permitted inside park facility buildings, swimming facilities or playground areas. Service animals that are trained to assist individuals with a disability are permitted in all park facilities.
 - g. No person shall feed or leave food for the wildlife or indigenous animals in a park.
- (7) *Camping.* To camp overnight in or upon any park facility.
 - (8) *Boats.* To operate a boat on any body of water.
 - (9) *Aircraft.* To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralights helicopters, and gliders.
 - (10) *Models.* To launch or operate model rockets, model airplanes, model gliders, model boats, or model vehicles.
 - (11) *Sound amplification.* To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones. A permit that is granted under this section must be consistent with the provisions of subsection 14-88(4) of chapter 14, offenses and miscellaneous of the City Code.
 - (12) *Motor vehicle and motorized device use.* The regulations and restrictions specified in this section govern both licensed and unlicensed motor vehicles and motorized devices in the outdoor areas and facilities owned, leased, or otherwise controlled by the City of Plano Parks and Recreation Department.
 - a. *Motor vehicles.* A person commits an offense by operating, driving, or riding any motor vehicle within a park facility on a surface other than a road, street, or parking lot. This provision is not applicable to city motor vehicles, emergency vehicles, or motor vehicles that have received a city permit authorizing its operation.
 - b. *Motorized devices.* A person commits an offense by operating, driving, or riding any motorized device in a park facility other than improved roads, streets, or parking lots. Bicycles with a motorized assist are allowed. This provision is not applicable to city motorized devices, to motorized devices that have received a city permit authorizing its

operation, to golf carts operated on a city maintained golf course, or motorized devices used to assist handicapped or physically impaired individuals.

- c. *Speed limit.* A person commits an offense by operating a motor vehicle, motorized device, or bicycle within a park facility at a speed greater than fifteen (15) miles per hour, except where otherwise posted.
- d. *Parking.* A person commits an offense by parking a motor vehicle, other than a city vehicle, within a park facility at any place not designated as a parking area or where authorized by permit. Motor vehicles in violation of this subsection may be either issued a citation or towed and stored at the owner or operator's expense in accordance with state law.
- e. *Overnight parking.* A person commits an offense by parking a motor vehicle within a park facility overnight. Motor vehicles in violation of this subsection may be either issued a citation or towed and stored at the owner or operator's expense in accordance with state law.
- f. *Freight vehicles.* A person commits an offense by operating or parking a motor vehicle or trailer designated for transporting freight, merchandise, brick, stone, or gravel within a park facility, including parking lots. This provision does not apply to motor vehicles or trailers used in the performance of city construction, repair, or maintenance. Freight vehicles in violation of this subsection may be issued a citation or towed and stored at the owner or operator's expense in accordance with state law.

(13) *Use of bicycles.* To operate a bicycle within any outdoor area or facility owned, leased, or controlled by the parks and recreation department, including park roads, streets and parking lots that has posted signage stating bicycle use is prohibited.

(14) *Park Improvements:* No person shall make improvements on park property and/or install any plant material without the approval of the director or her designee.

(b) *Establishment of other rules and regulations.* The parks and recreation department may adopt additional rules, regulations, and policies governing the management and operation of park facilities. A current copy of those rules and regulations shall be maintained on file in the administrative offices of the parks and recreation department. A violation of those rules is not subject to the Enforcement provisions of subsection (c)(1) below.

(c) *Enforcement.* The following remedies are cumulative and not exclusive for violations of this article.

- (1) Any person, firm, company, partnership, corporation, or an association violating any provisions of this article or the rules and regulations adopted pursuant to this article shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in the sum of not more than five hundred dollars (\$500.00) for each such offense, and each and every day such violation shall continue, shall be deemed to constitute a separate offense.
- (2) The director of parks and recreation, other authorized personnel designated by the director, and the police department shall have the authority to eject from park facilities any person acting in violation of this ordinance.

Sec. 15-5. Permit application procedure.

- (a) A person wishing to conduct an activity in a park facility which requires a permit under Sections 15-3 and 15-4 of this Code shall file an application with the director. The application shall at a minimum provide the following information:
 - (1) The name, address, and telephone number of the applicant. If the use or activity is to be conducted for, on behalf of, or by any person or organization other than the applicant, then the name, address and telephone number of that person or organization must be provided;
 - (2) The date(s) and hours for which the permit is requested;
 - (3) Type of proposed use or activity;
 - (4) The park facility and the portion of the park facility desired to be used to conduct the proposed use or activity;
 - (5) An estimate of the anticipated attendance;
 - (6) Any requested site support for the permitted activity, including the need for additional sanitary and refuse facilities; and
 - (7) Any additional information required by the director for organizational, health, safety and welfare purposes of the city related to the size and nature of the event.
- (b) Permit applications shall be filed with the director for consideration not less than thirty (30) business days nor more than three hundred sixty-five (365) days before the date of the proposed use or activity, except as otherwise provided in the rules and regulations of the City of Plano Parks and Recreation Department or if waived in writing by the director. The director shall evaluate the application and render a decision in accordance with section 15-6 within five (5) business days of receipt of such request.

Sec. 15-24. Duties and responsibilities.

The parks and recreation planning board shall have the following duties and responsibilities:

- (1) Review and make recommendations regarding the acquisition of park land.
- (2) Periodically review and make recommendations regarding the park master plan.
- (3) Annually review and make recommendations regarding the parks and recreation capital improvement program.
- (4) Review and make recommendations regarding master plans for the development or improvement of parks and recreation facilities.
- (5) Analyze the long range parks and recreation facility needs of the community.
- (6) Make recommendations regarding parks and recreation board referenda to meet community needs for parks and recreation facilities.
- (7) Review and make recommendations regarding the establishment of or revisions to park facility user fees.
- (8) Periodically review the effectiveness of Article III - Athletic Activities, and recommend changes to athletic policies to the city council at such times as deemed necessary.
- (9) Provide opportunities for citizen input regarding appropriate parks and recreation issues of major community importance.
- (10) Reserved.
- (11) Conduct special studies necessary to effectively plan for the future development of parks and recreation facilities.
- (12) Review and make recommendations regarding other appropriate long range planning issues of major community importance.

Sec. 15-51. Penalty.

(a) Any sponsoring organization, group or person violating any provision of the rules and regulations contained in this article may be penalized in the following manner:

- (1) Any sponsoring organization, group or person may be notified of the violation in a written notice by the parks and recreation department.
- (2) Any sponsoring organization, group or person, upon written notification, may be provided an opportunity to resolve the violation determined by the director of parks and recreation or the director's designee.
- (3) Any sponsoring organization, group or person violating any of the rules and regulations contained in this article may be refused the scheduled usage of athletic facilities if such action is deemed necessary by the director of the

parks and recreation department upon the review and disposition of the violation.

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

[(b) Reserved.]

Sec. 15-85. General facility user fee.

A user fee shall be charged to and paid by program participants. Program participant shall be defined as any person registering for city parks and recreation department sponsored classes, camps, and athletic teams that use facilities owned, leased, or otherwise controlled by the parks and recreation department of the city, as well as any person registering for non-city sponsored athletic teams that use facilities owned, leased, or otherwise controlled by the parks and recreation department of the city.

Sec. 15-91. Facility fee reductions.

Facility use fees may be reduced for residents of the City of Plano who have limited incomes or who are sixty (60) years of age or older. Procedures for said reductions, including amount of the reduction and eligibility criteria, will be established and administered by the director of parks and recreation.

Sec. 15-122. Penalty for violation.

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

Section 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(b) 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.

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 12, 2013		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): Diana Casady 5993				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Ordinance No. 2004-10-7 codified as Section 6-3 of Article I, Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; Ordinance No. 2009-9-25 codified as Section 16-81 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; and Ordinance No. 2008-12-6 codified as Sections 16-82 and 16-83 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano to increase the number of regular members of the Building Standards Commission and Board of Adjustment to eight (8) members and to eliminate alternate membership; and providing a repealer clause, a severability clause, a savings clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Amending the City's Code of Ordinances to increase the number of members of the Building Standards Commission and Board of Adjustment relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends amending certain sections of the ordinances to change the membership of the two (2) boards from five (5) regular members to eight (8) regular members, and to eliminate the alternate membership.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2004-10-7 codified as Section 6-3 of Article I, Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; Ordinance No. 2009-9-25 codified as Section 16-81 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; and Ordinance No. 2008-12-6 codified as Sections 16-82 and 16-83 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano to increase the number of regular members of the Building Standards Commission and Board of Adjustment to eight (8) members and to eliminate alternate membership; and providing a repealer clause, a severability clause, a savings clause and an effective date.

WHEREAS, on October 11, 2004, the City Council of the City of Plano enacted Ordinance No. 2004-10-7 to establish the duties, powers and enforcement authority of the Building Standards Commission; and

WHEREAS, on September 28, 2009, the City Council of the City of Plano enacted Ordinance No. 2009-9-25 to establish new membership standards for the Board of Adjustment; and

WHEREAS, on December 8, 2008, the City Council of the City of Plano enacted Ordinance No. 2008-12-6 to include membership standards for the Board of Adjustment in the City Code of Ordinances; and

WHEREAS, staff recommends amending certain sections of the ordinances to change the membership of the two (2) boards from five (5) regular members to eight (8) regular members, and to eliminate the alternate membership; and

WHEREAS, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano, to amend certain sections of the ordinances to reflect the new membership for the two (2) boards.

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

Section I. Subsections 6-3(a), Structure, and 6-3(b). Proceedings, of Section 6-3, Building Standards Commission organization and authority, of Article I, Chapter 6, of the Code of Ordinances of the City of Plano, are hereby amended to read in their entirety as follows:

“Sec. 6-3. Building standards commission organization and authority.

(a) Structure

- (1) The Building Standards Commission will consist of eight (8) members, duly appointed by the City Council for two-year terms. Each member is removable for cause on a written charge. Prior to making a decision regarding removal, the City Council must hold a public hearing on the matter if requested by the Commission member subject to the removal action.
- (2) The City Council must fill any and all vacancies.
- (3) The City Council will appoint a Commission Chair, who has authority to administer oaths and compel witness attendance at Commission hearings. The Chair may designate an “acting chair,” who in the Chair’s absence will have the same authority as the Chair.”

(b) Proceedings of Commission

- (1) The Building Standards Commission will meet at the call of the commission's chair and at all other times determined by the commission. All commission meetings are open to the public.
- (2) The commission must adopt rules to govern its proceedings that are consistent with this chapter and the statutes of the State of Texas. The rules should establish hearing procedures that give ample opportunity for presentation of evidence and testimony by all interested parties. The city's building official will present all matters to the commission. The presence of at least five (5) commission members is necessary to hear a matter.
- (3) Minutes must be kept of the commission's proceedings that reflect each member's vote, decision to vote, decision to abstain, or absence from the hearing for each and every matter. The minutes are available to the public.
- (4) A majority vote of the members voting on a matter is necessary to take action on any matter before the commission.

Section II. Section 16-81, Regular members, of Article V, Chapter 16, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“Sec. 16-81. Regular members.

There is hereby created a Board of Adjustment consisting of eight (8) members, each to be appointed by the City Council for a term of two (2) years and removable for cause by the appointing authority upon written charges and after public hearing.”

Section III. Section 16-82, Alternate members, of Article V, Chapter 16, of the Code of Ordinances of the City of Plano, is hereby deleted.

Section IV. Section 16-83, Meetings, of Article V, Chapter 16, of the Code of Ordinances of the City of Plano, is hereby renumbered as Section 16-82 and is amended to read in its entirety as follows:

“Sec. 16-82. Meetings.

The Board of Adjustment will have the authority to adopt rules consistent with state law. Meetings of the Board of Adjustment shall be held at the call of the chairman and at such other times as the board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicate such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board of Adjustment as a public record.”

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

Section VI. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause,

sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

Section VIII. This Ordinance shall become effective November 1, 2013.

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/12/2013			
Department:		City Secretary			
Department Head		Diane Zucco			
Agenda Coordinator (include phone #): Sharon Kotwitz X7120					
CAPTION					
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 104 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): NA					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Adoption of this ordinance enables this supplement to be admissible in court.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 104 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 104; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 104 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 104 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 12th day of August, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
A Public Hearing on the FY 2013-14 Recommended Budget and the FY 2013-14 Proposed Community Investment Program (CIP).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: A Public Hearing on the Recommended Budget and Proposed CIP relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This is a required Public Hearing to consider the FY 2013-14 Recommended Budget and the FY 2013-14 Proposed Community Investment Program (CIP).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/12/13			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): Anita Bell, 7194					
CAPTION					
A vote on a proposal to consider an increase in the total tax revenue.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	131,556,397	131,556,397
BALANCE		0	0	131,556,397	131,556,397
FUND(S): GENERAL FUND, GENERAL OBLIGATION DEBT FUND, & TIF					
<p>COMMENTS: The 2013-14 Certified Appraisal Roll will generate revenues of approximately \$131,556,397, at the proposed rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the 2013-14 Recommended Budget.</p> <p>STRATEGIC PLAN GOAL: Approving the increase in tax revenues relates to the City's goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
If the Council intends to propose a tax rate that will increase tax revenue over the effective tax rate, then it must take a vote for the record regarding each council member's position on the proposal.					
List of Supporting Documents: Truth in Taxation Presentation			Other Departments, Boards, Commissions or Agencies		
ag 213 Vote on Tax Revenue					

Vote on Proposal to Consider an Increase in the Total Tax Revenue

***Monday, August 12, 2013
7:00 p.m.***



TRUTH-IN-TAXATION LAW

- **If a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal on the agenda of a future meeting as an action item.**
- **The vote must be recorded.**
- **Proposal must specify a tax rate – Adopted tax rate cannot go above the rate voted on by Council.**
- **Debt rate is set at 15.90 cents and cannot be changed.**
- **Proposed Tax Rate is 48.86 cents.**



TAX RATE CALCULATIONS

Effective Tax Rate
Rollback Tax Rate



The **Effective Tax Rate** is basically the tax rate you would pass to collect the same tax revenue as last year (FY 2012-13) using this year's (FY 2013-14) appraised values.



EFFECTIVE TAX RATE

\$117,108,602



**FY 2012-13
Adjusted Total
Property Taxes**



\$24,524,750,976



**FY 2013-14
Adjusted Total
Property Value**



47.75¢



**This Year's
Effective Tax Rate**



47.75¢



This Year's
Effective Tax Rate

X

48.86¢



Proposed
Tax Rate

=

<1.11¢>



Difference in
Tax Rate

\$26,925,173,431



Appraised
Property Value

X

<1.11¢>
(per \$100)



Difference in
Tax Rate

=

\$2,988,694

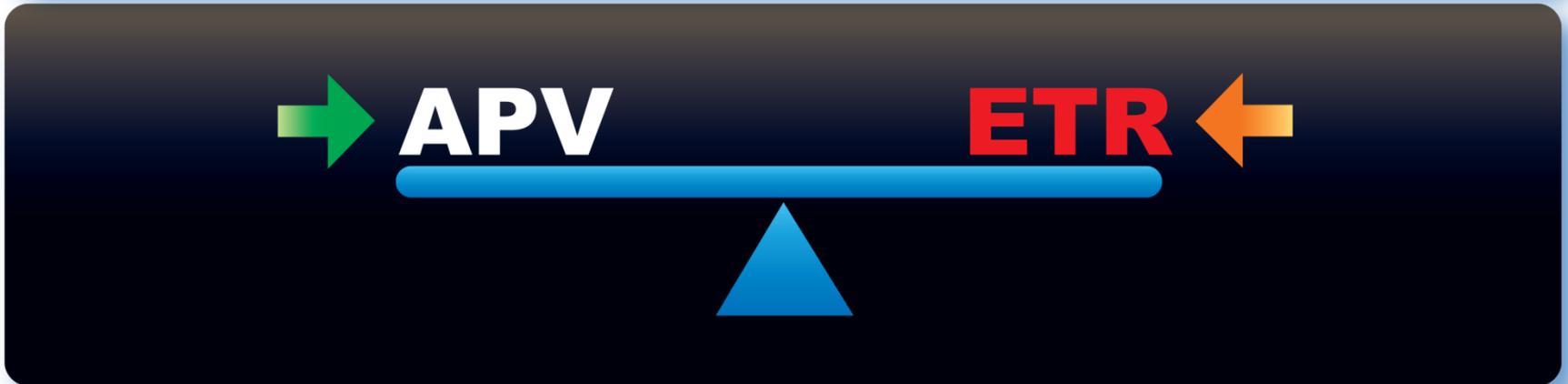
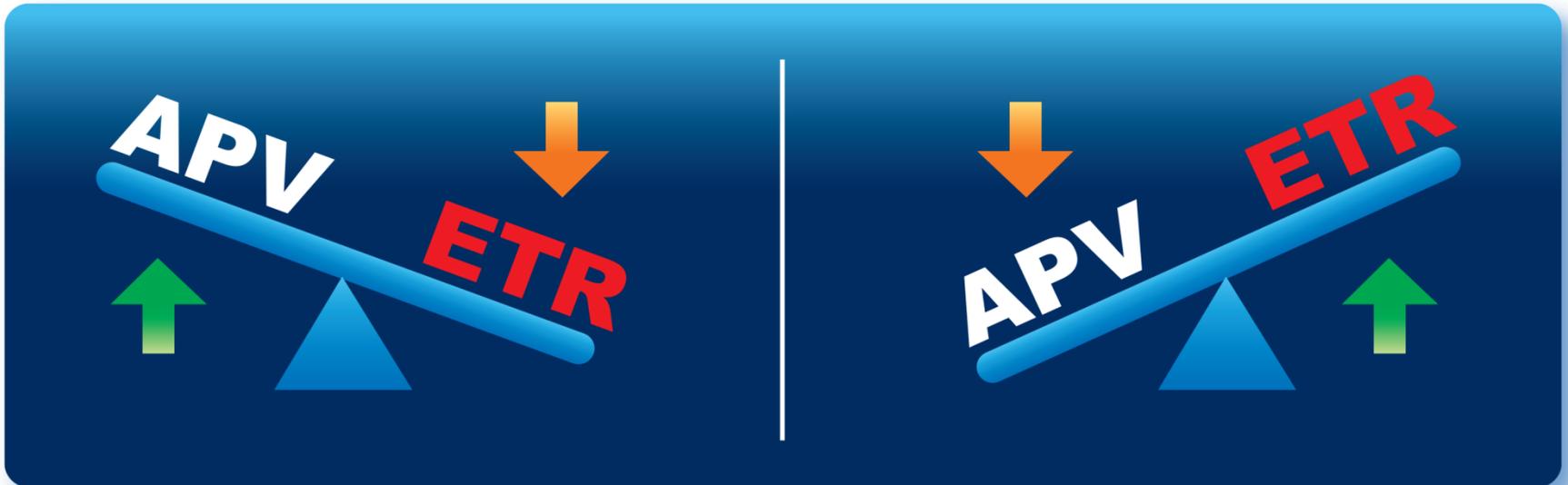


Increase in Property
Tax Revenue

Seesaw Effects

APV: Appraised Property Value

ETR: Effective Tax Rate



The **Rollback Rate** allows a taxing unit to raise the same amount for operations as in the prior year plus provides for an additional 8% cushion.



ROLLBACK RATE

\$76,237,485 **\$24,524,750,976** **31.08¢**

 **X**  **=** 

**FY 2012-13
Adjusted Operations
Property Taxes** **FY 2013-14
Adjusted
Appraised Value** **This Year's
Effective
Operating Rate**

31.08¢ **1.08%** **33.57¢**

 **X**  **=** 

**This Year's
Effective
Operating Rate** **The Law** **Max Operating
Rate**



33.57¢



Max Operating Rate

—

32.96¢



Proposed Operating Rate

=

0.61¢



Tax Rate Difference
(Below Max Operating Rate)

\$26,925,173,431



Appraised Property Value

X

0.61¢
(per \$100)



Tax Rate Difference

=

\$1,642,436



Amount Below Roll Back

KEY DATES ON THE TAX BUDGET CALENDAR FISCAL YEAR 2013-14

August 17 City Council Budget Worksession

August 26 1st Public Hearing on tax rate (Required)

Sept. 4 2nd Public Hearing on tax rate (Required)

Sept. 9 Council adopts operating budget and CIP,
and sets tax rate.

October 1 New fiscal year begins.



QUESTIONS

Director of Budget & Research - Karen Rhodes-Whitley

972-941-7472

karenr@plano.gov

Budget Manager – Casey Srader

972-941-5152

caseys@plano.gov





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/12/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Matt Yager, x5220				
CAPTION				
Discussion of the FY 2013-14 Proposed Community Investment Program.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): CAPITAL PROJECT FUNDS				
COMMENTS:				
SUMMARY OF ITEM				
Presentation by staff on the various projects included in the FY 2013-14 Proposed Community Investment Program.				
List of Supporting Documents: Agenda, P&Z Letter and Presentation			Other Departments, Boards, Commissions or Agencies	

City Council Worksession
On the 2013-14 Proposed Community Investment Program

Council Chambers, Plano Municipal Center
1520 Ave K, Plano, Texas
Monday, August 12, 2013, 7:00 p.m.

<u>Community Investment Program Area</u>	<u>Presenter</u>
Overview	Glasscock
Parks <ul style="list-style-type: none">• Recreation Centers Bond Program• Park Improvements Bond Program• Park Fee Program• Parks Capital Reserve	Fortenberry
Streets <ul style="list-style-type: none">• Street Improvements	Cosgrove
Municipal Drainage	Cosgrove
Water & Sewer <ul style="list-style-type: none">• Water Improvements• Sewer Improvements	Cosgrove
Capital Reserve <ul style="list-style-type: none">• Public Works• Facilities	Cosgrove
Municipal Facilities	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 5, 2013

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

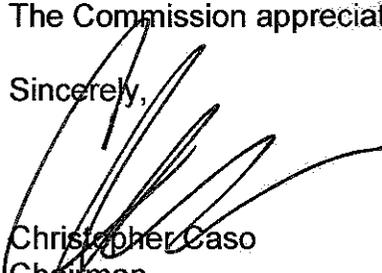
RE: Review of Community Investment Program for Consistency with the
Comprehensive Plan

Dear Mayor LaRosiliere and Council Members:

The Planning & Zoning Commission reviewed the proposed Community Investment Program (CIP) items for the 2013-2014 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's recommendations for growth management, and facility and infrastructure maintenance. The program also addresses present trends in development and population growth.

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

Sincerely,



Christopher Caso
Chairman
Planning & Zoning Commission

xc: Planning & Zoning Commission
Gerald Cosgrove, P.E., Director of Public Works
Phyllis M. Jarrell, Director of Planning

City of Plano

Proposed
Community Investment
Program
FY 2013-14

City of Excellence



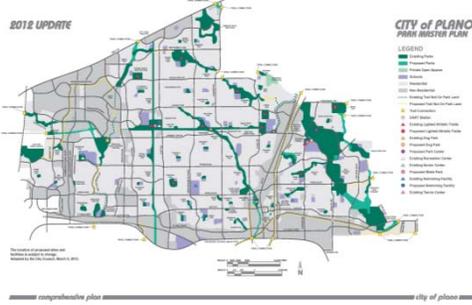
Parks and Recreation

Proposed
Community Investment
Program
FY 2013-14

City of Excellence



Park Master Plan



City of Excellence



2005 Authority - \$64,375,000

Key outstanding projects:

1. Nature Center - OPPNP
2. Skate Park
3. Legacy Trail Connection
4. Jack Carter Maintenance Shop

City of Excellence



2005 Authority - \$64,375,000

Key outstanding projects:

1. Nature Center - OPPNP
2. Skate Park
3. Legacy Trail Connection
4. Jack Carter Maintenance Shop

City of Excellence



2009 Authority - \$72,750,000

Key outstanding projects:

1. Senior Recreation Center Expansion
2. Carpenter Park Recreation Center Pool
3. Oak Point Recreation Center Expan./Renov.
4. Windhaven Meadows Park
5. Land Acquisition
6. Oak Point Park Development
7. Douglass Community Center
8. Athletic Field Renovation & Improvements

City of Excellence



2009 Authority - \$72,750,000

Key outstanding projects:

1. Senior Recreation Center Expansion
2. **Carpenter Park Recreation Center Pool**
3. **Oak Point Recreation Center Expan./Renov.**
4. Windhaven Meadows Park
5. **Land Acquisition**
6. **Oak Point Park Development**
7. **Douglass Community Center**
8. **Athletic Field Renovation & Improvements**

City of Excellence



Parks and Recreation Funding

- Recreation Centers Bond Program \$ 5,650,000
- Park Improvements Bond Program \$19,443,000
- Park Fee Program \$ 1,535,000
- Parks Capital Reserve Fund \$ 6,435,000
- Street Enhancement Projects \$ 1,650,000

City of Excellence



09 Carpenter Recreation Center Pool \$500,000 Floor Plan



City of Excellence



09 Douglass Community Center \$450,000



City of Excellence



09 Oak Point Recreation Center Expansion \$4,000,000



City of Excellence



13 Jack Carter Pool Renovation \$700,000



City of Excellence



09 Athletic Field Improvements \$950,000



Russell Creek Park

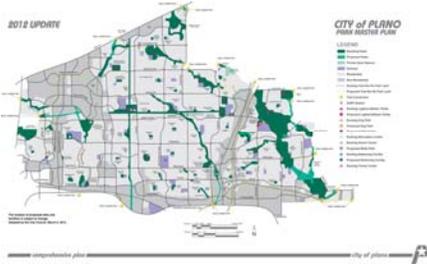
City of Excellence

09 Athletic Field Renovations \$1,980,000



City of Excellence

09 Land Acquisitions \$3,600,000



City of Excellence

05/09 Maintenance Facility Expansion \$2,821,000



Jack Carter Maintenance Shop & Yard

City of Excellence

09 Oak Point Park Development \$2,250,000



City of Excellence

09/13 Park Improvements \$1,350,000



City of Excellence

09 Trail Connections \$1,750,000



City of Excellence



13 Carpenter Park Renovation \$600,000



City of Plans, Park Development & Planning
Carpenter Park
Final Approved Date: 07/12/13
Lillian Gonzalez, Director

City of Excellence



Archgate Park \$217,000



City of Excellence



Oak Point Park Development Park Center \$3,000,000



City of Excellence



Special Use Facilities Skate Park \$925,000



City of Excellence



Park Fee Projects

- Cottonwood Creek Greenbelt South \$135,000
 - Cottonwood Creek Greenbelt North \$450,000
 - Spring Creek/Parkwood NH Park \$950,000
- Total \$1,535,000**

City of Excellence



Capital Reserve Fund

- Athletic Field Renovations \$950,000
- Community Park Renovations \$625,000
- Courtyard Theater Renovations \$180,000
- Dog Park Renovation \$250,000
- Double Check Replacements \$30,000

Capital Reserve Fund

- Irrigation Renovations \$475,000
- Living Screen Replacements \$335,000
- Median Renovations \$125,000
- Neighborhood Park Renovations \$500,000
- Park Restoration \$100,000

Capital Reserve Fund

- Park Signage Replacements \$15,000
- Park Structures and Equipment \$475,000
- Playground Replacements \$500,000
- Pool Equipment \$175,000
- Public Building Landscapes \$725,000

Capital Reserve Fund

- Recreation Center Equipment \$200,000
- Trail Repairs \$750,000
- Tree Replacements \$25,000
- Total \$6,435,000**

Street Enhancement Projects

- Downtown Enhancements \$1,500,000
- Landscape Entryways \$150,000
- Total \$1,650,000**

Public Works

Proposed
Community Investment
Program
FY 2013-14

Street Improvements

- Rehabilitation Projects \$8,386,000
- Design Projects 1,452,000
- Capacity Improvements 13,232,000
- Miscellaneous 3,345,000
- **Total** **\$26,415,000**

Street Improvements

- **Rehabilitation Projects \$8,386,000**
 - Alley Reconstruction-Dallas North
 - 15th Street – G Avenue to US 75
 - Screening Wall
 - Split Trail Road.

Street Improvements

- **Rehabilitation Projects - continued**
 - Ridgewood Street Reconstruction
 - Robin Road & Linda Lane
 - Barrier Free Ramp, Sidewalks and Street Reconstruction

Street Improvements

- **Design Projects \$1,452,000**
 - Spring Creek & Coit Road
 - Parker Road Corridor Improvements
 - Alley Reconstruction
 - Royal Oaks Drive

Street Improvements

- **Design Projects Continued**
 - Preston Road & Plano Parkway
 - Downtown Brick Intersection Replacement
 - Intersection Improvements

Street Improvements

- **Capacity Improvement \$13,232,000**
 - Independence Parkway Corridor Improvements
 - Intersection Improvements & DNT Ramp Changes
 - Park Boulevard Corridor Improvements

Street Improvements

- **Capacity Improvement** **Continued**
 - Legacy Corridor Improvements
 - Windhaven Parkway
 - Plano Parkway & Los Rios
 - Coit at 15th & Custer at Plano Parkway

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Street Improvements

- **Miscellaneous** **\$3,345,000**
 - Median and Entryway Landscaping
 - Oversize Participation
 - Traffic Signalization & Street Lighting
 - Bridge Inspection & Repair
 - Right of Way Acquisition

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Street Improvements

- **Miscellaneous** **Continued**
 - New Concrete Alleys
 - Park Boulevard/US 75 Pedestrian Crossing

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Other Funding Sources \$19,895,000

- Collin County \$12,525,000
- NCTCOG 201,000
- RTR Funds 5,660,000
- TxDOT 1,509,000

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Municipal Drainage \$2,749,000

- Erosion Control
 - Padre Court, Dunmoor, and Buckboard
 - Arbor Hills Nature Preserve Adjacent to Parker Road

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Municipal Drainage \$2,749,000

- Miscellaneous Drainage Improvements
 - Rose Hill & Early Morn
 - BNSF Railroad Adjacent to Kingsridge
 - Spring Creek Pkwy, Ranch Estates & Los Rios
 - Brandon Court

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Water Improvements \$7,510,000

- Monitoring / Controls at Ridgeview
- Huntington Park - Timbercreek
- Water Infrastructure Renovation
- Stadium Pump Station

Sewer Improvements \$7,810,000

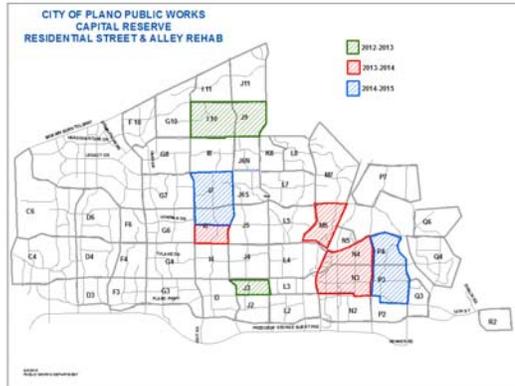
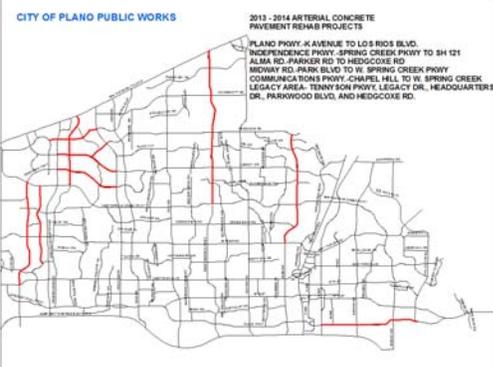
- 15th Street – G Avenue to US 75
- Aerial Crossings
- Brown Branch Sewer Line
- Eastside Lift Station
- J Place Lift Station
- Legacy Drive at US 75 & Shiloh at Plano Pkwy

Capital Reserve Projects FY 2013-14

Arterial Concrete Repairs	\$3,500,000
Residential Street/Alley Repairs	3,000,000
Pavement Maintenance	3,000,000
Screening Wall Reconstruction	1,000,000
Concrete Supply - Streets	1,000,000
Sidewalk Repairs	250,000

Capital Reserve Projects FY 2013-14

Underseal Program	2,000,000
Street Name and Retro-Reflectivity	100,000
Pavement Thermo Markings/Buttons	290,000
Pump Station Rehabilitation	450,000
Total	\$14,490,000



**Public Works
Other Community Investment
Projects FY 2013-14**

Inflow-Infiltration Repairs	\$5,000,000
Manhole Sealing	1,000,000
Existing Signalization Upgrades	350,000
Facilities Parking Lot Striping	175,000

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**Public Works
Other Community Investment
Projects FY 2013-14**

Traffic Signalization	150,000
Traffic Guardrails	100,000
Total	\$6,775,000

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**Facilities Capital Reserve
\$4,289,700**

- Energy Reduction
- Various Building Projects
 - Police Gun Range (Enclosure)
 - Carpenter Park Rec Center (Various enhancements)
 - Libraries (Circulation desk reconfigs)
 - Muehlenbeck Rec Center (Replace lighting w/ LED)

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**Facilities Capital Reserve
\$4,289,700**

- Various Building Projects
 - Municipal Center (Replace chillers, reconfigure spaces)
 - Parkway Operations (Roof, generator, carpet)
 - Senior Center (Replace partition)
 - Warehouse (Roof)

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**Facility Projects
\$7,801,500**

CIP Facilities:

- Fire Stations #2, #6 and #7 renovations
- Police Evidence Storage Expansion
- Library Improvements

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