

CITY COUNCIL

1520 AVENUE K



DATE: 8/22/2016
CALL TO ORDER: 7:00 p.m.
INVOCATION: Dr. Joseph Parker
First Presbyterian Church of Plano
PLEDGE OF ALLEGIANCE:

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>PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day.</p> <p>PRESENTATION: The Plano Public Library System has been awarded Texas State Library Grants totaling \$90,000.</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> August 3, 2016 August 8, 2016</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>RFP No. 2016-0258-C for three (3) year revenue generating contract with two (2) three-year City optional renewals for Collection and Recycling of Residential Textiles, for Environmental Waste Services Division of Public Works Department to Great Lakes Recycling, Inc. dba Simple Recycling, in the estimated amount of \$139,257; and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2016-0446-B for the Painting of Concrete Screening Walls - Phase III, Project No. 6752 for Public Works to Myelyn Contractors, LLC., in the amount of \$191,909; and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2016-0445-B for the Manhole Sanitary Sewer Lining Contract II, Project No. 6743 for Public Works Department to Infrastructure Rehabilitation USA, Inc., in the amount of \$928,850; and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>Bid No. 2016-0392-B for the Animal Shelter Site Renovations & Hackberry Park Site Improvements, Project No. 6666 to Wall Enterprises, in the amount of \$110,000; and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>Bid No. 2016-0326-B for the purchase of Mobile Officer Assistants (Rugged Android Touch Computers), for the Police Department from MSA Systems, Inc., in the amount of \$168,406; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Purchase from an Existing Contract</p>	
(g)	<p>To approve the purchase of two (2) radio consoles, inclusive of hardware, software, and programming services in the amount of \$66,911 from Motorola Solutions, Inc., through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA05-15)</p>	
(h)	<p>To approve the purchase of one (1) 2017 Kenworth Model T880 Water Tank Truck for Fleet Services, to be utilized by Compost Operations in the amount of \$191,866 from MHC Kenworth, through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)</p>	
(i)	<p>To approve the purchase of one (1) Rosenbauer Commander 109' Aerial Ladder Truck for Fleet Services, to be utilized by Fire-Rescue in the amount of \$995,868 from Daco Fire Equipment, through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-15)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Change Order</p>	
(j)	<p>To Jerusalem Corporation, increasing the contract by \$60,800 for the Public Works Department's Arterial Pavement Repair Parker Road & Plano Parkway, Project No. 6484, Change Order No. 1; and authorizing the City Manager to execute all necessary documents. (Bid No. 2016-0055-B)</p>	
(k)	<p>To Jim Bowman Construction Company, L.P., increasing the contract by \$78,750 for the Public Works Department's Independence Parkway Paving Repairs Contract, Project No. 6359, Change Order No. 1; and authorizing the City Manager to execute all necessary documents. (Bid No. 2015-179-B)</p>	
	<p><u>Adoption of Resolutions</u></p>	
(l)	<p>To approve the terms and conditions of a Sponsorship Agreement by and between the City of Plano and Urban Land Institute, a 501(c)(3) nonprofit research and education organization, for sponsorship of the 2016 Urban Land Institute Fall Meeting at the Icon Level; authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Plano Housing Corporation, a 501(c)(3) nonprofit charitable organization, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 13th – 14th Connector and F Avenue; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To approve the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager; and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of a First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation ("City") and SWC Tollway & 121, LLC, a Delaware limited liability company ("Developer"); authorizing its execution by the City Manager; and providing an effective date.</p>	
(p)	<p>To approve the terms and conditions of an Interlocal Agreement by and between City of Plano and the City of Allen, Texas, and the Collin County Community College District for the use of a shared radio frequency; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(q)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To nominate J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.	
(s)	To approve the Investment Portfolio Summary for the quarter ending June 30, 2016 and providing an effective date.	
(t)	To ratify the expenditure of funds in the amount of \$98,626 to TYR Tactical, LLC for body armor kits for the Police Department's SWAT Team; approving the execution of all necessary documents by the City Manager; and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(u)	To repeal in its entirety Ordinance No. 2009-4-21 providing that roller skates and similar devices are prohibited within certain public areas of designated places; adopting a new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas to allow the operation of certain devices on public streets, adding to the designated places where roller skates and similar devices are prohibited, adding a definition section and a law enforcement exception; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.	
(v)	To repeal in its entirety Ordinance No. 2002-6-10 to redefine areas where bicycle riding is prohibited to be consistent with the new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas; adopting a new Section 12-169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.	
	<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>	
	<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>	
	<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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.39 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code).	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-024 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 7.9 acres of land located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Shahid Rasul</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:		08/22/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day.				
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:		8/22/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Public Library System has been awarded Texas State Library Grants totaling \$90,000.				
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
Work Session
August 3, 2016

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
David Downs

COUNCIL MEMBERS ABSENT

Tom Harrison

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Work Session on Wednesday, August 3, 2016, 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 stated the Council would be receiving presentations on funding requests for Buffington Community Service Grants, Cultural Affairs Commission, Heritage Commission, Special Events Programs, and several unfunded requests. He advised Council will receive additional presentations on August 8th and 13th, some of which may have a tax implication and that the Council will need to determine the tax rate on August 13th.

Funding Requests

Buffington Community Service Grants

Community Relations Commission Chair Caranfa spoke to the Commission's accomplishments over the last year, utilization of an online grant application process, and meeting schedule. He stated 35 applications were received with consolidated grant allocation total of \$2,241,641. Mr. Caranfa advised that of the 35 applications for funding, 3 were funded with federal monies (\$197,256) and 23 with Buffington Community Service funds (\$547,800 or \$2/capita). He provided a brief history of the grant programs and stated that the Council had increased the per allotment to \$2 per capita for FY2015-16. Mr. Caranfa reviewed the types of programs that will be supported by the recommended funding which includes: at-risk youth; senior wellness/healthcare; clothing for school children; housing for homeless; food pantry assistance; services for battered/abused women and children; crisis counseling and/or intervention; and information and referral services. The Council stated concurrence in supporting the recommendations.

Presentation of Cultural Affairs Commission

Cultural Affairs Commission Chair Brochette spoke to the Commission's responsibilities and accomplishments. He discussed the electronic grant application process, the calendar for the review process, and goals for the upcoming year. Mr. Brochette advised 14 Major Arts applications were reviewed and recommended funding in the amount of \$900,000 from the Hotel/Motel Fund. He stated 4 Special Event/Urban-Town Centers Program applications were reviewed and 3 are recommended for funding in the amount of \$30,000 from the General Fund, with an additional \$200,812 as an in-kind award. The Council stated concurrence in supporting the recommendations.

Presentation of Heritage Commission

Heritage Commission Chair Fox spoke to funding for these grants comes from hotel/motel taxes and are earmarked for items that will build heritage tourism in Plano. She stated in considering the grants, the Heritage Commission uses the cumulative weighted criteria of 50% Heritage Tourism and Education, 25% Historic Preservation Merit, and 25% Administrative and Fiscal Responsibility. Ms. Fox provided a history of past Heritage Grants. She spoke to recommended grants covering operations/maintenance and projects for the Heritage Farmstead Museum (\$466,720), the Plano Conservancy for Historic Preservation, Inc. (\$263,782.55), and Plano Art Association (\$68,344.25). The Council stated concurrence in supporting the recommendations.

Special Events Funding Recommendations

Senior Budget Analyst Layne presented the Special Events that are funded through the General fund. She reported the funding for the events totals \$157,290, and includes \$106,650 for City produced events and \$50,640 for non-profit produced events. Ms. Layne stated that a portion of the non-profit requests were for in-kind donation of services. She advised the \$20,000 funding for Lights at Legacy Tree Lighting are paid out of the Hotel/Motel fund. The Council discussed funding of an Art Festival in the downtown area and requested more information regarding other area events of similar size and programming. The Council stated concurrence in supporting the recommendations.

Other Requested Budget Items - Unfunded

McCall Plaza Programming

Administrator of Arts, Culture, and Heritage Hawkins spoke to the levels of programming at McCall Plaza. She stated at a cost of \$50,000 local artists could perform twice a month on the small side of the plaza and for \$125,000, in addition to the local artists, 2-3 larger concerts with regional artists would be held on the large side of the plaza.

Temporary Artist District

Administrator of Arts, Culture, and Heritage Hawkins stated a public art program would cost \$10,000 to \$30,000 a year and provide temporary art, such as vinyl wraps and concrete signage, in the downtown area.

Arts Theatre Feasibility Study

Administrator of Arts, Culture, and Heritage Hawkins stated the Courtyard Theatre is booked 95% of the time and there is a need for an additional facility. She advised an Arts Theatre Feasibility Study costs approximately \$70,000 and would determine the demand, capacity, gaps, operations, and cost recovery of facilities.

Courtyard Sign

Administrator of Arts, Culture, and Heritage Hawkins spoke to the location of the Courtyard Theatre and concern of some patrons not being able to locate the theatre entrance. She advised a lighted sign, at a cost of \$15,000, on the end of the building would guide theatre patrons. Council discussed the sign and determined the wayfinding sign program underway may alleviate the issue once they are installed.

The Council discussed the Arts Festival and other unfunded programs and requested information on non-general fund funding sources to be provided at the August 13th City Council Work Session.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:26 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 8, 2016**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, August 8, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; discuss Real Estate, Section 551.072; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:56 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were discussed.

Discussion and Direction re: Collinwood House

City Manager Glasscock spoke to the background of the Collinwood House and advised the Request for Proposal processed garnered two proposals which after committee review were deemed non-responsive. He stated Staff recommends saving the house in place, securing the property, and placing a \$3.5 million bond issuance on the May 2017 ballot to renovate the facility for future use as a low impact passive retreat facility. Mr. Glasscock added that if the bond failed, the house would be deconstructed and removed. He advised Council had the option to move the house to alternate location if desired. The Council discussed their options and expressed concurrence to move forward with placing the item on the ballot at the May 2017 bond election.

Tax Legislative Changes & Property Tax Rate Overview

Director of Budget and Research Rhodes-Whitley spoke to the legislative changes that went into effect in January 2016, amending the vote and noticing requirements for the proposed property tax rate. She provided a sample of the new form required, publication dates and advised the Council would need to set a not to exceed rate at the Work Session on Saturday, August 13th. Ms. Rhodes-Whitley discussed the effective and roll-back tax rate and detailed the tax rate and roll-back history. She advised public hearings on the tax rate will be held August 22nd and August 31st, with the final tax rate adopted at the September 12th Council meeting.

Oak Point Special Area Plan

Director of Planning Day spoke to the need for an area plan creating an area-specific vision to balance physical characteristics and assets, market potential, and community and owner needs. She stated this would be a similar process to the Downtown Development Plan and Transit Village Vision and Strategy Plan. Ms. Day discussed the over 700-acre Oak Point area in east Plano, encompassing Plano Centre, Plano Market Square Mall, and the Moore Farm. She advised the four catalysts for planning were an opportunity to shape a unique vision, variety of commercial sites, planning for transit, and support opportunities for institutional facilities. Ms. Day stated it would be a one-time budget expense of \$250,000 and is supported by the Planning and Zoning Commission.

Library Collection Addition

This item was presented during the regular meeting.

Parks Median and Field Maintenance

This item was presented during the regular meeting.

Veterans Wall Pavers

This item was presented during the regular meeting.

Consent and Regular Agendas

City Manager Glasscock requested “Item F” from the Consent Agenda be discussed individually.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

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

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 8, 2016**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 8, 2016, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Reverend Pam White, Associate Pastor, with St. Andrew United Methodist Church led the invocation and Cadette Troop 7299 with Haggard Middle School led the Pledge of Allegiance and Texas Pledge.

The Plano West Rotary Club and North Texas Pioneers Rotary Club presented a banner of support to the Plano Police Department. Mayor LaRosiliere administered the Oath of Office to Faye Wilkins of the DART Board of Directors and Sonja Baumgarten of the Senior Citizens Advisory Board and presented Anthony Ricciardelli with a Certificate of Appreciation for service on the Heritage Commission.

COMMENTS OF PUBLIC INTEREST

Patti Snell, Dr. Randy Moir, and Sean Moothart spoke to preservation of the Collinwood House.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 8-0 to approve and adopt all items on the Consent Agenda with the exception of Item F, as follows:

Approval of Minutes

July 25, 2016

July 27, 2016

(Consent Agenda Item "A")

Approval of Expenditures

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

RFP No. 2016-0308-C for a three (3) year contract with one (1), three-year City optional renewal for bandwidth and internet connectivity from Time Warner Cable Enterprises, LLC in the amount of \$207,725, and from Cogent Communications, Inc. in the amount of \$253,720, for Technology Services in the total amount of \$461,445; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2016-0375-B for the Schimelpfenig Library Renovation to Provment, Inc. in the amount of \$299,872; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

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

To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$68,200 for design services for the Rowlett Trail Erosion Control Analysis and Repair, Project No. 6742; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Approval of Change Order

To Zagros Construction Co. dba Urban Construction Group, increasing the contract by \$154,197 for the Bridge Repairs Phase 2 project, Change Order No. 1. Original Bid No. 2015-248-B. (Consent Agenda Item "E")

Adoption of Resolutions

Resolution No. 2016-8-1(R): To approve the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the burial of a portion of and the re-build of a portion of existing overhead facilities in the alley ways of 14th Street and K Avenue to underground; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2016-8-2(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) regarding the acquisition of 2016 six-inch orthophotography for the Planning Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

Resolution No. 2016-8-3(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Frisco, Texas, for the construction of the Custer Road & SH 121 Intersection Improvements project; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “I”)

END OF CONSENT

Consent Agenda Item F

Resolution No. 2016-8-4(R): To ratify the expenditure of funds through an existing BuyBoard contract in the amount of \$362,246.50 to GT Distributors, Inc.; Galls, LLC; and CMC Government Supply for helmets, plate carriers and rifle-rated hard armor plates for the Police Department; approving the execution of all necessary documents by the City Manager; and providing an effective date.

Police Chief Rushin spoke to the gear to be purchased for tactical use by the Police Department to provide protection from rifle fire and compared the items to protective gear worn on a daily basis.

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0, to ratify the expenditure of funds through an existing BuyBoard contract in the amount of \$362,246.50 to GT Distributors, Inc.; Galls, LLC; and CMC Government Supply for helmets, plate carriers and rifle-rated hard armor plates for the Police Department; and further to adopt Resolution No. 2016-8-4(R).

Library Collection Addition (Preliminary Item V)

Director of Libraries Holtmann spoke to the successes, challenges, wait times for materials, and how business has changed with the diverse community and many technological advances. She discussed the change in the types of materials in the collection that includes, books, eContent, non-print items, world-language materials, STEAM kits, DVD's and downloadable content. Ms. Holtmann spoke to how the Plano Public Libraries compare to other benchmark libraries on a national level for the amount spent per capita and the positive impact of eContent on library services due to the increased funding provided last year. She presented the levels of enhancements and the impact if Council decides to increase funding.

Parks Median and Field Maintenance (Preliminary Item VI)

Director of Parks and Recreation Reeves spoke to the issues of bi-weekly median care: periods of high growth, excess clippings, poor turf quality, and increased weeds. He advised changing to a weekly mowing cycle would increase the annual cost \$300,000. He stated weekly median care would provide the benefits of reduced complaints, reduction of property standards violations, reduction in clippings and other litter, and provide a higher standard for adjacent properties.

Parks Median and Field Maintenance (Preliminary Item VI)(Cont'd.)

Mr. Reeves spoke to the need for sports field leveling at Cheyenne Park. He advised the method suggested is a less invasive process that will improve the playing surface, reduce game cancellations due to standing water, does not remove all the turf, limits the time the field is out of play, and does not damage the irrigation system. Mr. Reeves stated the one-time cost to level the field is \$100,000.

Veterans Wall Pavers (Preliminary Item VII)

Director of Parks and Recreation Reeves spoke to Memorial Park's existing Veterans Memorial and plaque naming criteria utilizing local Veterans groups. He provided a general overview of the park and proposed site and examples of the pavers, walls, plaques, and panels that could possibly be used for a new memorial area. He gave three possible site options to accomplish the memorial at an initial cost of approximately \$300,000 and \$15,000 for additional annual maintenance costs.

Council discussed the various unfunded items presented during the preliminary and regular meetings and generally expressed concurrence to seek alternative (non-general fund) options for funding items and to add the completion of Memorial Park to the May 2017 bond initiative.

Public Hearing on the FY 2016-17 Recommended Budget and the FY 2016-17 Proposed Community Investment Program (CIP). (Regular Item "1")

Director of Budget and Research Rhodes-Whitley stated the public hearing is on the FY 2016-17 Recommended Budget totaling \$527 million and the FY 2016-17 Proposed Community Investment Program of \$210 million.

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

Resolution No. 2016-8-5(R): To accept the Certified Appraisal Rolls for Fiscal Year 2016-17. (Regular Item "2")

Director of Budget and Research Rhodes-Whitley stated the Collin and Denton County Appraisal Districts have provided the tax rolls totaling \$34.4 billion with \$750 million in new growth and \$2.3 billion due to increased property value and the resolution accepts the tax rolls for the year.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to accept the Certified Appraisal Rolls for Fiscal Year 2016-17; and further to adopt Resolution No. 2016-8-5(R).

Discussion of the FY 2016-17 Proposed Community Investment Program. (Regular Item “3”)

Director of Parks and Recreation Reeves spoke to the project funding sources and the Park Master Plan. He advised the recreation center projects include Carpenter Park Recreation Center Pool, Oak Point Recreation Center, Senior Center expansion, High Point Tennis Center, and the Liberty Recreation Center. Mr. Reeves stated park improvement projects include land acquisition, maintenance facility expansion, Windhaven Meadows improvements, Carpenter Park renovation, Oak Point Park and Nature Preserve improvements, general park improvements, recreation trails, bikeway system, Cottonwood Creek Trail, Legacy Trail, Plano Transit Village Veloweb and Special Use Facility improvements. He reported projects funded by park fees include Bluebonnet Trail, Chisholm Trail, Hoblitzelle Trail Connection, and Legacy Trail. Mr. Reeves spoke to the many projects funded from capital reserves include renovation to athletic fields, irrigation, facilities, landscaping, medians, neighborhood parks, signage, playground equipment, public buildings and landscape entryways.

Director of Engineering Thornhill spoke to the funding sources of various projects for the upcoming fiscal year. He stated projects include street construction, street capacity, street design, miscellaneous street projects, major screening wall, drainage and erosion control, water improvements, and sewer improvements.

Facilities Manager Rahzina spoke to the funding sources for the facility improvement projects. He stated the projects include Fire Training Center, Library RFID equipment replacement, Police Facility projects, Municipal Center, Oak Point Recreation Center, Police Central, Animal Shelter, and Tom Muehlenbeck Recreation Center.

Director of Public Works Cosgrove presented the public works projects including concrete repair, pavement maintenance, sidewalk repair, undersealing, screening wall reconstruction, traffic signal upgrades, pavement markings, street condition inventory, street name sign replacement, concrete repair, traffic guardrails, inflow/infiltration repairs, manhole sealing, wastewater modeling, pump station rehabilitation, wastewater system CCTV inspections and water system inspections.

Public Hearing and adoption of Ordinance No. 2016-8-6 as requested in Zoning Case 2015-025 to amend Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, pertaining to sign regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Item “4”)

Public Hearing and adoption of Ordinance No. 2016-8-6(Cont'd)

Director of Planning Day spoke to the proposed amendments to the Downtown Business/Government sign regulations. She stated Staff and the Planning and Zoning Commission recommend approval as follows: (Additions are indicated in underlined text; deletions are indicated in ~~striketrough~~ text.)

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

B. General Provisions

i. Issuance of Sign Permit and Certificate of Appropriateness

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

F. Sign Standards

vii. Directory Signs

a. General

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street, alley, or mews face is permitted.

xi. Mural Signs

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

xiv. Wall Signs – Attached

b. Sign Area and Structure Size

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street, alley, or mews. The width of the sign structure shall not exceed half the width of the business's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

xv. Wall Signs- Painted

a. Sign Area

The maximum permitted sign area for a single business or single storefront shall be one square foot per linear foot of business frontage along a public street, alley, or mews. The width of the sign shall not exceed half the width of the business's linear frontage. The maximum height of the sign shall not exceed one-third of the total height of the wall to which it is attached.

Public Hearing and adoption of Ordinance No. 2016-8-6 (Cont'd.)

xvi. Window Signs

a. Sign Area

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

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

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to amend Section 10.800 (BG, Downtown Business/Government District) of Article 10 (Nonresidential Districts) and related sections of the Comprehensive Zoning Ordinance of the City, as requested in Zoning Case 2015-025; and further to adopt Ordinance No. 2016-8-6.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 9:22 p.m. advising that the Council would resume the Executive Session in Training Room A and close the meeting in that location following the session.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		August 22, 2016			
Department:		Public Works Department, Environmental Waste Services			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Nancy Corwin 972-941-7137					
CAPTION					
RFP No. 2016-0258-C for three (3) year revenue generating contract with two (2) three-year City optional renewals for Collection and Recycling of Residential Textiles for Environmental Waste Services Division of Public Works Department to Great Lakes Recycling, Inc. dba Simple Recycling in the estimated amount of \$139,257, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2016-17 through 2024-25	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	139,257	139,257
BALANCE		0	0	139,257	139,257
FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
<p>COMMENTS: Approval of the textile recycling contract between the City of Plano and Great Lakes Recycling DBA Simple Recycling will generate estimated annual revenue of \$15,473 beginning in FY 2016-17 through FY 2024-25 for a total of \$139,257, assuming all optional renewals are implemented.</p> <p>STRATEGIC PLAN GOAL: Providing textile recycling services to residents relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
See recommendation memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation memo, RFP recap.					



Memorandum

Date: May 31, 2016
To: Diane Palmer-Boeck, Director of Procurement and Project Management
From: Ryan Delzell, Environmental Waste Services Operations Manager
Subject: Award Recommendation – RFP No. 2016-0258-C, Residential Textile Recycling

Residential Textile Recycling Services Recommendation: Per the weighted scoring of the proposals received and evaluated for residential textile recycling services request for proposals as summarized below, I recommend the award to Great Lakes Recycling, Inc. dba Simple Recycling as being the best value to the City.

Explanation:

The five member evaluation committee from the Environmental Waste Services Division (EWS) of the Public Works Department and Sustainability & Environmental Education Department (SEED) was composed of the following: EWS Operations Manager, EWS Superintendent, EWS Supervisor, EWS Administrative Coordinator, and SEED Supervisor.

Three proposals were submitted with the evaluation committee ranking items one and two listed below: The financial proposal was scored through a formula with the highest revenue to the City scoring highest.

Proposals were evaluated on a scale of 0-5 with 0 indicating the bid was non-responsive and 5 indicating the solution innovatively exceeds all needs:

1. Project Approach / Customer Service / Experience – 50%
2. Qualifications of Key Personnel – 25%
3. Financial Proposal – 25%

Great Lakes Recycling, Inc. dba Simple Recycling received the highest weighted score from the committee. World Wear Project ranked second overall. Green City Recycler ranked third overall.

Textile recycling services will be provided to residents on the existing recycling collection day. No costs impacts are anticipated and diversion rates will rise. If the contract is not awarded, textiles will continue to be disposed of in the waste stream.

XC: Gerald Cosgrove, Director of Public Works

CITY OF PLANO

RFP NO. 2016-0258-C Collection and Recycling of Residential Textiles RFP RECAP

RFP Opening Date/Time: 04/22/2016 @ 2:00 p.m.

Number of Vendors Notified: 1486

Vendors Submitting "No RFPs": 0

RFPs Evaluated Non-Responsive to Specifications: 0

Number of RFPs Submitted Responsive to Request: 3

Great Lakes Recycling, Inc. dba Simple Recycling	\$15,472.80
Green City Recycler	\$19,341.00
World Wear Project	\$30,945.60

Recommended Vendor:

Great Lakes Recycling, Inc. dba Simple Recycling \$15,472.80

This is a revenue generating contract Great Lakes Recycling, Inc. dba Simple Recycling received the highest weighted score from the committee. World Wear Project ranked second overall. Green City Recycler ranked third overall.

Nancy Corwin

04/22/16

Nancy Corwin
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:		8/22/2016			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Shawn Breen (972-769-4193)			
CAPTION					
Bid No. 2016-0446-B, for the Painting of Concrete Screening Walls - Phase III, Project No. 6752 for Public Works to Myelyn Contractors, LLC., in the amount of \$191,909 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 & 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,243,493	1,200,000	1,500,000	3,943,493
Encumbered/Expended Amount		-1,243,493	-1,095,188	0	-2,338,681
This Item		0	-38,000	-153,909	-191,909
BALANCE		0	66,812	1,346,091	1,412,903
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding for this item is available in the 2015-16 Streets Capital Reserve CIP and is planning for the 2016-17 fiscal year. Painting of concrete screening walls, in the total amount of \$191,909, will leave a total project balance of \$1,412,903 available for future repair and maintenance expenditures related to screening walls.</p> <p>STRATEGIC PLAN GOAL: Painting concrete screening walls to improve their appearance relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Public Works Department recommends the bid for the Painting of Concrete Screening Walls - Phase III Project to Myelyn Contractors, LLC, in the amount of \$191,909.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project involves the cleaning and painting of 13,500 LF of screening wall on Legacy Drive, Parker Road, Park Boulevard, Woodburn Corners, and Coit Road.					
Public Works estimate for this project is \$250,000.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Maps (4), Bid Recap					

COIT RD

COIT RD

IRVINE DR

PROMONTORY PT

SERENE PL

INDIGO DR

ANATOLE CT

ATRIUM DR

TRILOGY DR

SOLARIUM PL

WEST PARK BLVD

Woodburn Corners

COURTNEY PL

WANDERING TRL

INTERLAKEN DR

BREES ST

KINGS

RISING STAR CT

IVIS PL

LATTICE CT

FF CT

COMMERCE DR

MPIC CT

CRESTMONT DR

BACHMAN CT

AMELIA CT

WELLINGTON PL

MARLBOROUGH DR

CHURCHILL CT

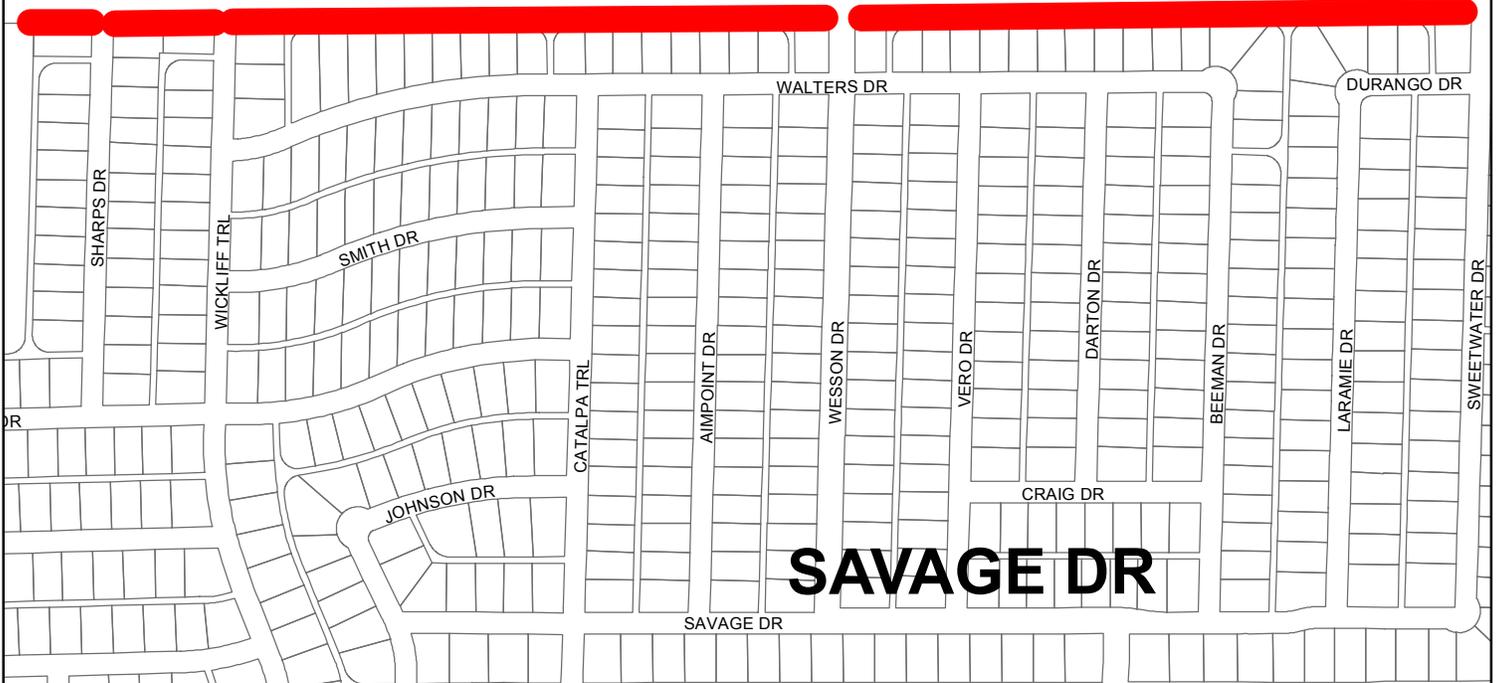
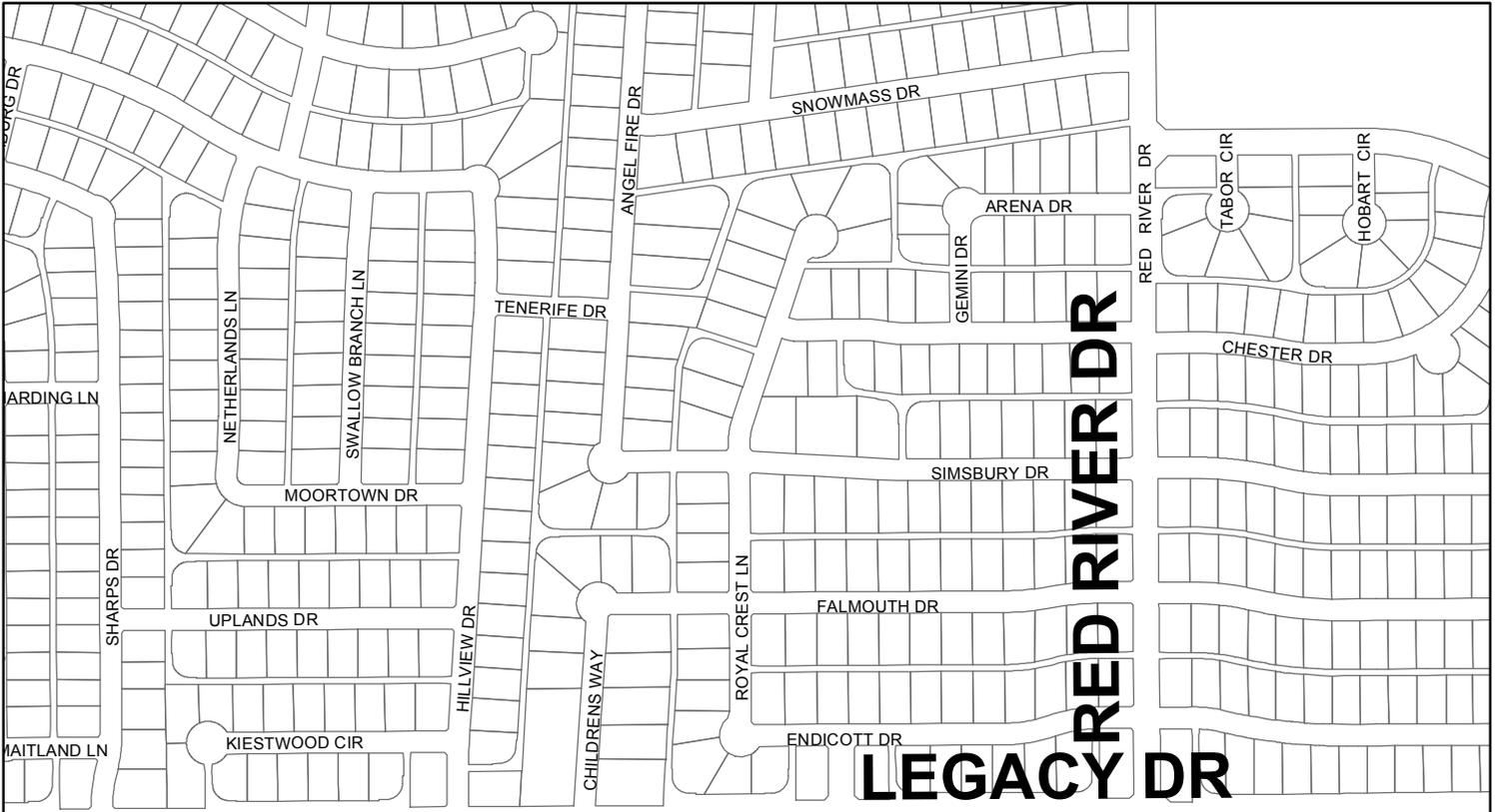
CHURCHILL LN

PIEDMONT CT

PIEDMONT DR

AMERICAN DR

**Painting of
Screening Walls
Park Boulevard
&
Woodburn Corners**



**Painting of
Screening Walls**

Legacy Drive

A detailed street map of a residential neighborhood. Parker Road runs horizontally across the middle of the map. Above Parker Road, streets include Carriage Ln, Lake Hill Ln, Tree House Ln, Throwbridge Ln, Belgrade Dr, Hearthstone Dr, Scottsdale Dr, Country Place Dr, and another Throwbridge Ln. To the right of Parker Road, streets include Everglades Dr, Waterton Dr, Sequoia Dr, Glacier Dr, Wind Cave Cir, Rainier Rd, and Garner Ln. Below Parker Road, streets include Copper Creek Dr, Azurite Trl, Idyllwild Ct, Macao Ct, Padre Ct, Ports O Call Ct, Idyllwild Dr, Warren Ct, Collin Ct, Newport Cir, Chatsworth Ln, Ports O Call Dr, Tampico Dr, Papeete Dr, and Brisbane Ln. A red highlight is placed on Parker Road between Copper Creek Dr and Idyllwild Dr. A 'Copper Creek Playground' is located to the right of Idyllwild Dr. Other streets shown include Ursula Ct and GINGER CT.

PARKER RD

Painting of Screening Walls

Parker Road

CITY OF PLANO

Bid No. 2016-0446-B

Painting of Concrete Screening Walls Project No. 6752

Bid Recap

Bid opening Date/Time: July 19, 2016 @ 2:00 PM

Number of Vendors Notified: 3952

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 2

Vendor Name

Myelyn Contractors, LLC.
Tarrant Paint and Stain, LLC.

Total Base Bid

\$191,909.00
\$217,700.80

Recommended Vendor(s):

Myelyn Contractors, LLC.

\$191,909.00

Nancy Corwin

Nancy Corwin, Buyer

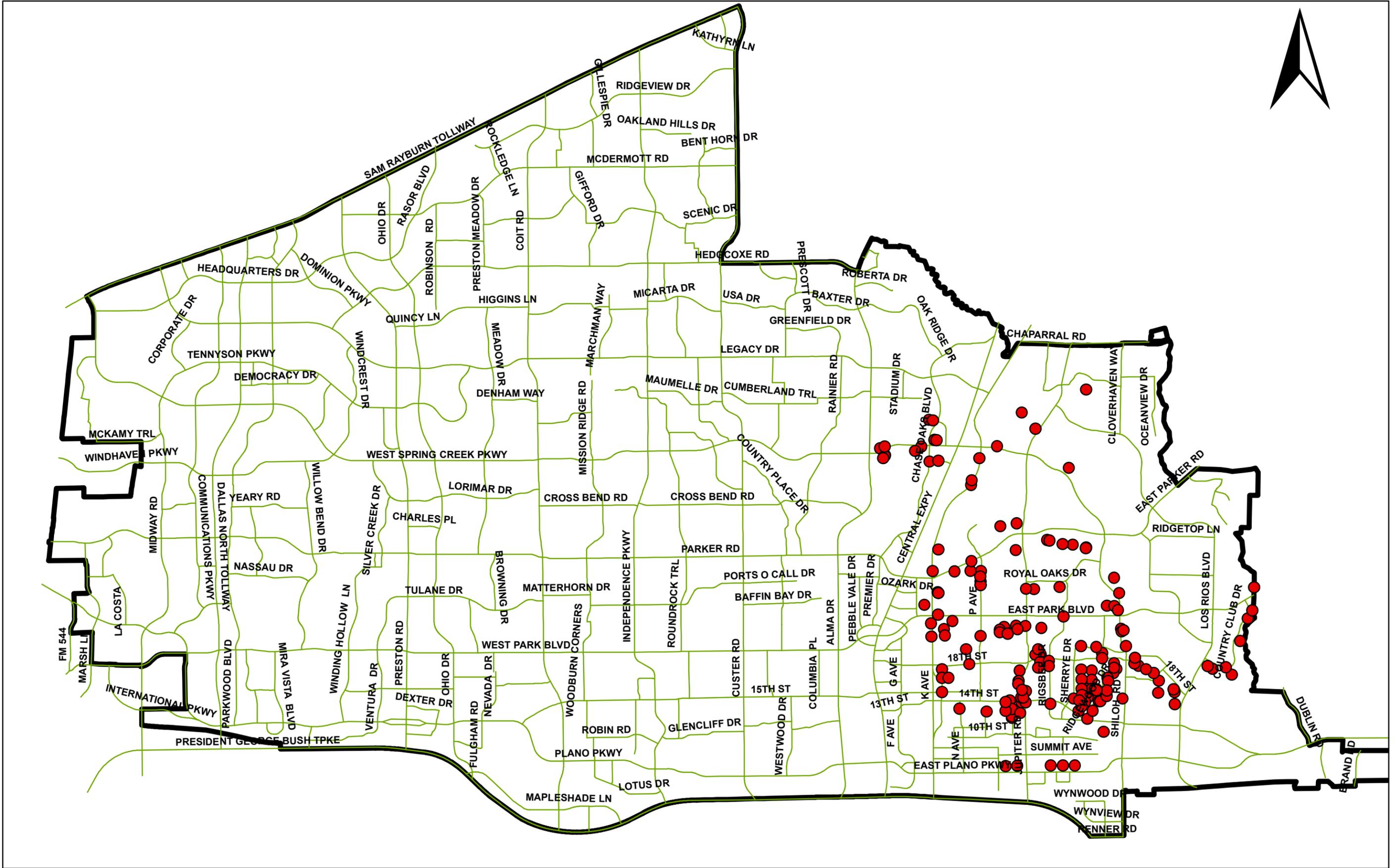
July 19, 2016

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:		8/22/2016			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Shawn Breen (972) 769-4193			
CAPTION					
Bid No. 2016-0445-B, for the Manhole Sanitary Sewer Lining Contract II, Project No. 6743, for Public Works Department to Infrastructure Rehabilitation USA, Inc., in the amount of \$928,850 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 & 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		372,398	1,670,000	1,200,000	3,242,398
Encumbered/Expended Amount		-372,398	-1,550,000	-92,128	-2,014,526
This Item		0	-90,000	-838,850	-928,850
BALANCE		0	30,000	269,022	299,022
FUND(S): SEWER CIP					
<p>COMMENTS: Funding for this item is available in the 2015-16 Sewer CIP and is anticipated in the 2016-17 Sewer CIP. This manhole sanitary sewer lining contract, in the total amount of \$928,850, will leave a total project balance of \$299,022 available for further expenditures related to manhole sealing or other sanitary sewer infrastructure projects.</p> <p>STRATEGIC PLAN GOAL: Repairing and rehabilitating sanitary sewer structures and improvements relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Public Works recommends the bid for the Manhole Sanitary Sewer Lining Contract II Project to Infrastructure Rehabilitation USA, Inc., in the amount of \$928,850.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the lining of 175 manholes in the Rowlett Creek and Cottonwood Creek basins in the City of Plano.</p> <p>Public Works estimate for this project is \$950,000. Forty-one companies viewed the bid while only one submitted a bid.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map; Bid Recap					



LOCATION MAP

CITY OF PLANO

Bid No. 2016-0445-B

Manhole Sanitary Sewer Contract II Project No. 6743

Bid Recap

Bid opening Date/Time: July 19, 2016 @ 1:30 PM

Number of Vendors Notified: 2121

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 1

Vendor Name

Infrastructure Rehabilitation USA, Inc.

Total Base Bid

\$928,850.00

Recommended Vendor(s):

Infrastructure Rehabilitation USA, Inc.

\$928,850.00

Nancy Corwin

Nancy Corwin, Buyer

July 19, 2016

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:		8/22/16			
Department:		Parks and Recreation			
Department Head		Robin Reeves			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
Bid No. 2016-0392-B for the Animal Shelter Site Renovations & Hackberry Park Site Improvements, Project No. 6666, to Wall Enterprises in the amount of \$110,000 and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 & 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
	Budget	281,417	893,584	750,000	1,925,001
	Encumbered/Expended Amount	-281,417	-801,119	0	-1,082,536
	This Item	0	-80,000	-30,000	-110,000
	BALANCE	0	12,465	720,000	732,465
FUND(s): CAPITAL RESERVE FUND & ANIMAL CONTROL FACILITIES CIP					
<p>COMMENTS: Funding for this item is available in the 2015-16 Parks Capital Reserve CIP and Animal Control Facilities CIP and is expected in the 2016-17 CIP. Grading and drainage improvements at the Plano Animal Shelter and site improvements at Hackberry Park, in the total amount of \$110,000, will leave a current year balance of \$12,465 and an expected future year balance of \$720,000 available for further expenditures related to improvements at the Plano Animal Shelter and to renovating irrigation systems in Plano parks.</p> <p>STRATEGIC PLAN GOAL: Making improvements to existing facilities and parks relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the bid received from Wall Enterprises in the amount of \$110,000 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. The projects were both bid individually, receiving no bids. The projects were combined to increase the overall dollar amount to generate bidding interest. The bid is above the consultant's estimate of \$80,000 but staff believes that rebidding would not result in lower bids. The amount is within the available project funding.</p> <p>The Plano Animal Shelter work includes grading and drainage improvements in the public evaluation areas and where animals are exercised, crushed granite for the high traffic areas, concrete containment borders and a storm water collection system. The work is needed to correct extremely muddy conditions during rainfall events and provide a cleaner environment for the public, staff and dogs.</p>					

CITY OF PLANO COUNCIL AGENDA ITEM

The Hackberry Park work includes reconstruction of a pedestrian walk surrounding the south side of the park, irrigation modifications, accessible route to the multiuse court, backstop replacement and sod installation.

List of Supporting Documents:

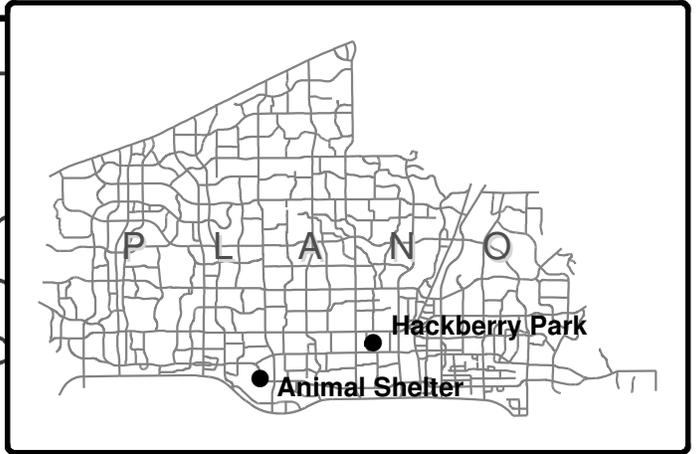
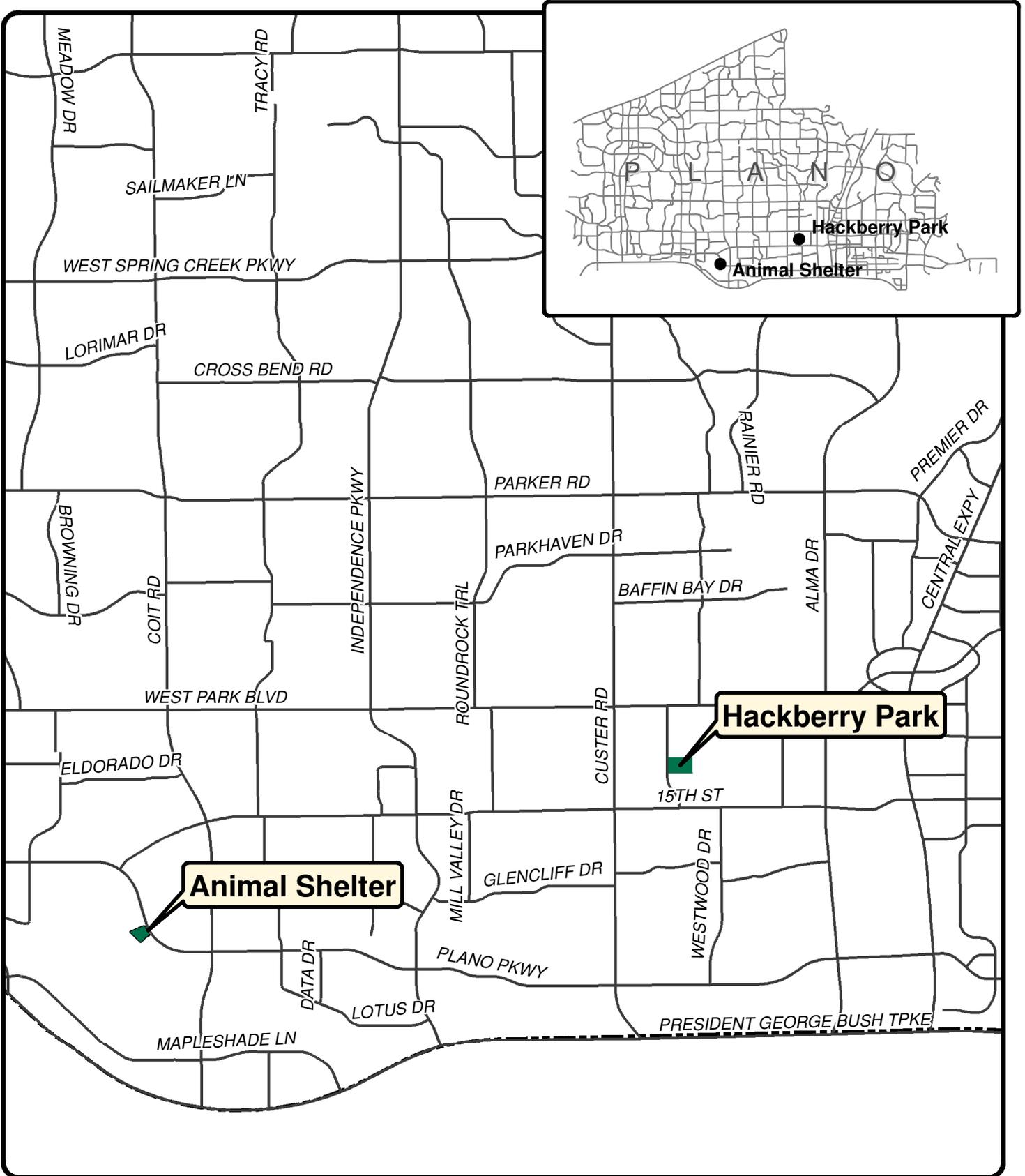
Location Map

Bid Recap

Other Departments, Boards, Commissions or Agencies

Location Map

Animal Shelter and Hackberry Park



CITY OF PLANO

BID NO. 2016-0392-B
Animal Shelter Site Renovations & Hackberry Park Site Improvements
BID RECAP

Bid opening Date/Time: July 6, 2016 @ 1:30 pm

Number of Vendors Notified: 11,207

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 3

	<u>Total Offer</u>
Wall Enterprises	\$110,000
North Rock Construction	\$185,869
Axis Contracting, Inc.	\$189,125

Recommended Vendor for award:

	<u>Total Offer</u>
Wall Enterprises	\$110,000

Leslie Hooker

July 6, 2016

Leslie Hooker
Buyer I

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:		08/22/16			
Department:	Police				
Department Head	Gregory W. Rushin				
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)					
CAPTION					
Bid No. 2016-0326-B for the purchase of Mobile Officer Assistants (Rugged Android Touch Computers), for the Police Department, from MSA Systems, Inc., in the amount of \$168,406, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 2015-16		Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	555,000	0	555,000
Encumbered/Expended Amount		0	-52,090	0	-52,090
This Item		0	-168,406	0	-168,406
BALANCE		0	334,504	0	334,504
FUND(s): TRAFFIC SAFETY FUND					
COMMENTS: Funds are available in the 2015-16 Traffic Safety Fund budget for the purchase of fifty (50) handheld Rugged Android Touch Computers and accessories for use in Electronic Citation writers. STRATEGIC PLAN GOAL: Replacement of the Police Department's handheld computers relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.					
SUMMARY OF ITEM					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo Bid Recap			Other Departments, Boards, Commissions or Agencies NA		

Date: August 9, 2016

To: Mark Israelson, Deputy City Manager

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

Subject: Solicitation 2016-0326-B (Mobile Officer Assistants) – Award Recommendation

The Police Department is seeking to replace the 37 aging Motorola MC-75 handheld computers that have been in use as electronic citation writers since 2010. Support for these devices is no longer available, and they are increasingly malfunctioning due to normal wear and tear. In addition, the Municipal Court administrative staff, City management, and our Planning & Research Coordinator have long advocated expansion of this program, so that all Patrol and Traffic Officers have the capability of issuing citations electronically. We are therefore planning to initially acquire 50 units, with an expectation that as many as 235 will eventually be placed into service. The primary benefits of electronic versus handwritten citations include, but are not limited to the following:

- Elimination of the need for wasteful, redundant data entry by Municipal Court Clerks and Police Records Unit personnel.
- Greatly increased accuracy in the collection of racial profiling data and other critical information; virtually eliminating the need for post-issuance modifications due to incorrect entries, illegible print, or information omitted by officers.
- Much faster transfer of citation information from officers to existing records databases for access by Municipal Court clerks and Police Department personnel.
- Minimization of the need for expensive citation books, which must be specially printed, secured, distributed, and audited by Police Department personnel.
- Barcode scanners and driver license magnetic stripe readers integrated into the devices help increase data collection efficiency.
- Integrated cameras and microphones allow officers to capture valuable still images, audio, and/or video recordings of citizen contacts.

The Police Department first attempted to procure this equipment through a CSP; however, after very thorough consideration and an on-site product evaluation conducted by several officers; it was determined that none of the proposed devices would fully satisfy all necessary requirements and all bids were rejected. Police Department and Technology Services staff members again consulted with Brazos Technologies representatives and discovered that no law enforcement agency had actually deployed a Windows 8 device for use with their software. In contrast; many officers throughout the state had been using either the Zebra Technologies TC75 or Panasonic Toughpad FZ-X1 rugged handheld touch computer as an electronic citation writer with great results. Both models use the Android operating system software and offered comparable features; including a screen size of approximately 5", high-speed bar code scanner, and daylight readable projected capacitive touchscreens. Based on the recommendation of Brazos Technologies staff, including their support engineers, we decided to narrow the field of devices to just these two. Upon request, Brazos Technologies was able to provide us with a demonstration unit for each model, pre-loaded with a version of their E-Cite application that had been configured for another Texas law enforcement agency. These devices were made available to 19 of our officers for physical examination and brief field evaluation. Each officer then provided feedback regarding

the suitability of these demo units for our use, and the vast majority recommended a purchase of the Zebra TC75. Primary advantages of the TC75 (as noted by the evaluating officers) included slightly smaller physical dimensions that allow for easier one-handed operation; a brighter screen for better daylight visibility; faster, more accurate, bar code scanning for greater efficiency and officer safety (traffic stops completed more quickly); and superior button placement for activation of common features. A specification comparison was then conducted to ensure that no major internal differences or feature deficiencies might have been overlooked by the evaluating officers.

Based on these findings, a brand specific bid solicitation was published for the following equipment:

- Fifty (50) Zebra TC75 Rugged Android Touch Computers (Part #TC75AH-GA11ES-A1) with 5 year software support and comprehensive no-fault warranty
- Fifty (50) Zebra ZQ520 Bluetooth Portable Printers with 5 year comprehensive no-fault warranty
- Various docking cradles, power supplies, and other accessories for these devices

Seven bids were received, with the lowest overall price offered by MSA Systems, Inc. A pre-award conference call was held with representatives of MSA, at which time all pricing and part numbers were verified. The total cost for all of the handheld computers, portable printers, and accessories, will be \$168,405.70. Since these devices are intended primarily for use as electronic citation writers, use of the Traffic Safety Fund has already been approved for the purchase of all equipment and any recurring fees for 4G/LTE wireless broadband data services. All costs incurred for licensing of the Brazos Technology software is being funded through the Municipal Court.

Many important benefits, as described above, have already been realized as a result of electronic citation issuance, and expansion of the program has long been a goal of the Police Department. The devices now in use have begun to malfunction frequently and will soon be completely unsupported by the manufacturer. If this equipment is not replaced in a timely manner, the Police Department will have to begin shrinking the number of units in service and eventually halt the issuance of electronic citations altogether. This will negatively impact our ability to provide outstanding police services to the citizens of Plano.

CITY OF PLANO
BID NO. 2016-0326-B
Mobile Officer Assistants (Rugged Android Touch Computers)
BID RECAP

Bid Opening Date/Time: July 6, 2016 @ 3:00 pm

Number of Vendors Notified: 5,725

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 7

MSA Systems, Inc.	\$ 168,405.70 (25/25 items)
Lowry Solutions	\$ 178,952.98 (25/25 items)
CN Instruments	\$ 178,979.60 (8/25 items)
Tyler Technologies	\$ 182,641.00 (25/25 items)
IT Savvy	\$ 183,956.26 (25/25 items)
Manley Solutions, Inc.	\$ 197,616.67 (25/25 items)
PCS Mobile	\$ 203,033.00 (25/25 items)

Low Bid:

MSA Systems, Inc. \$ 168,405.70 (25/25 items)

Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 6, 2016

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:		08/22/16			
Department:		Public Safety Communications			
Department Head		Susan Carr			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
To approve the purchase of two (2) radio consoles, inclusive of hardware, software, and programming services in the amount of \$66,911 from Motorola Solutions, Inc., through an existing HGAC contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA05-15)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		168,324	110,676	0	279,000
Encumbered/Expended Amount		-168,324	-1,331	0	-169,655
This Item		0	-66,911	0	-66,911
BALANCE		0	42,434	0	42,434
FUND(s): TECHNOLOGY IMPROVEMENTS CIP					
<p>COMMENTS: Funding is available in the 2015-16 Technology Improvements CIP for this item. The purchase of two consoles for Public Safety Communications, in the amount of \$66,911, will leave a current year balance of \$42,434 available for other expenditures related to technology projects.</p> <p>STRATEGIC PLAN GOAL: Procuring consoles to increase the ability of Public Safety Communications to communicate with Plano's Police & Fire Departments relates to the City's goal of Safe Large City.</p>					
SUMMARY OF ITEM					
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. RA05-15 / City of Plano Internal Contract No. 2016-0431-O)					
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: June 28, 2016
To: Diane Palmer-Boeck, Director of Procurement & Project Management
From: Susan Carr, PSC Director
Subject: Award Recommendation: Motorola Solutions, Inc.

The Public Safety Communications Department (PSC) recommends award of the purchase of two radio consoles, inclusive of hardware, software, and programming services, to Motorola Solutions, Inc. in the amount of \$66,911.

PSC worked closely with the City of Plano Radio Shop to identify the solution needed. The Radio Shop maintains a P25 radio console network. The P25 system currently in place is provided by Motorola Solutions, Inc. Each component of the system is proprietary, and will not allow any diversity within the network. With the restriction of the network, staff recommends the award of the sole source purchase to Motorola Solutions, Inc.

As indicated above, this award includes the purchase of the hardware, software, and programming services for the two radio consoles.

PSC is adding radio capability to two dispatch workstations. Without the new Motorola equipment, the positions will not be capable of training personnel on radio use or monitoring of police and fire radio traffic.



**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:		8/22/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of one (1) 2017 Kenworth Model T880 Water Tank Truck for Fleet Services to be utilized by Compost Operations in the amount of \$191,866, from MHC Kenworth, through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	200,000	0	200,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-191,866	0	-191,866
BALANCE	0	8,134	0	8,134
FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) 2017 Kenworth Model T880 Water Tank Truck as a new addition in Cost Center #714/Compost Operations. Remaining balance will be used for other Sustainability & Environmental Services related purchases. STRATEGIC PLAN GOAL: Providing one (1) Kenworth Model T880 Water Tank Truck for the City of Plano's Sustainability & Environmental Department relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 430-13 / City of Plano Internal Contract No. 2016-0478-O)				
See Recommendation Memo.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo		NA		
Cooperative Quote Recap				



Memorandum

Date: August 3, 2016
To: Bruce D. Glasscock, City Manager
From: David Garza, Interim Fleet Manager
Subject: Compost Water Tank Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) 2017 Kenworth Model T880 Water Tank Truck in the amount of \$191,865.80, from MHC Kenworth, through TASB/BuyBoard Contract No. 430-13. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

This item is a new addition in Cost Center 714/Compost Operations.

Due to operational demands it is necessary to purchase a 5,000 gallon water truck at this time.

This 5,000 gallon water truck will serve (3) main purposes for the Compost Marketing Operation.

1. Due to the dusty conditions of the compost processing site, this water truck is needed to suppress the dust by watering work areas and roads. Failure to add this piece of equipment would impact all of our equipment operating in these areas due to the contamination from the dusty conditions. The dusty contamination will lead to an increased maintenance expenditure which will impact our operating budget.
2. This piece of equipment is also necessary to maintain proper moisture levels in the composting process. It provides the department the capability to add water to the composting rows while in process. This most efficiently converts the material into compost resulting in less processing man-hours and equipment hours. Failure to add this piece of equipment would impact our ability to maintain the proper amount of moisture in the compost processing rows which will increase our processing time, delay getting the finished product to customers, and negatively impact the budget due to the longer processing times and increased labor in processing.
3. This piece of equipment is a key component in the Fire Prevention and Protection Plan required by the North Texas Interlocal Agreement (ILA). Failure to add this piece of equipment would impact our ability to comply with this agreement by not having the necessary equipment to properly provide prevention and protection for the 121 Compost Processing facility.

Since 2012 there has been a delay in the purchasing of equipment while awaiting the new district and member city agreement finalization. This has resulted in several operational and procurement setbacks. Now that the Regional Interlocal Agreement has been accepted, it is time to finalize purchasing long needed equipment for the compost operation. Your approval is recommended at this time due to operational demands.

Feel free to contact me if you have any questions at extension 4183.

**CITY OF PLANO
SOLICITATION NO. 2016-0478-O
5,000 GALLON WATER TANK TRUCK
COOPERATIVE QUOTE RECAP**

MHC Kenworth – Pricing based on BuyBoard Contract 430-13

- 2017 T880 Water Tank Truck \$191,865.80

Southwest International Trucks – Pricing based on BuyBoard Contract 430-13

- 2017 HX 620 6x4 Heavy Chassis and Water Tank \$204,604.49

Low Quote:

MHC Kenworth – Pricing based on BuyBoard Contract 430-13

- 2017 T880 Water Tank Truck \$191,865.80

Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 26, 2016

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:		8/22/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of one (1) Rosenbauer Commander 109' Aerial Ladder Truck for Fleet Services to be utilized by Fire-Rescue in the amount of \$995,868, from Daco Fire Equipment, through an existing HGAC contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-15)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	1,200,000	1,200,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-995,868	-995,868
BALANCE	0	0	204,132	204,132
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. This early acquisition of one (1) Rosenbauer Commander 109' Aerial Ladder Truck is a new addition in Cost Center 552/Fire. Remaining balance will be used for other Fire-Rescue related purchases.</p> <p>STRATEGIC PLAN GOAL: Providing one (1) Rosenbauer Commander 109' Aerial Ladder Truck for the City of Plano's Fire-Rescue Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. FS12-15 / City of Plano Internal Contract No. 2016-0513-O)</p> <p>See Recommendation Memo.</p>				
List of Supporting Documents: Recommendation Memo		Other Departments, Boards, Commissions or Agencies NA		



Memorandum

Date: August 3, 2016
To: Bruce D. Glasscock, City Manager
From: David Garza, Interim Fleet Manager
Subject: Fire Aerial Ladder Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Rosenbauer Commander 109' Aerial Ladder Truck in the amount of \$995,868.00, from Daco Fire Equipment, through HGAC Contract No. FS12-15.

This item is a new addition in Cost Center 552/Fire in the Capital Outlay FY 2016-17 and approved for early acquisition.

The primary benefits that are expected to be achieved through the implementation of the additional ladder truck are a reduction in overall response times resulting from the increase in apparatus concentration, the restoration of a double company station, and improved truck company coverage. Currently, the department has four truck companies assigned to cover the 72 square miles the city encompasses. Truck companies perform specialized duties such as ventilation, forcible entry, operating aerial master streams, and elevated rescue. Trucks are also the major blocking apparatus for highway incidents, ensuring a safe working area for victims and emergency responders.

Plano Fire-Rescue (PFR) has opened two stations (12 and 13) since 2009 without adding additional companies. Both times this was accomplished by removing a major apparatus from an existing double company station (Station 2 and Station 8) improving distribution (the percentage of the city's geography covered by first-due units) while negatively affecting concentration (the arrangement of multiple resources to allow for an effective response force to arrive within established time frames).

PFR call volume is projected to steadily increase over the next decade. The City's aging population, combined with continued growth and increased density, will factor heavily into the increase. Over the past five years, PFR has experienced a 24% increase in call volume and is projecting an additional 14% increase over the next five years. Consequently, failure to acquire this aerial ladder truck would likely result in a significant hindrance to providing outstanding fire-rescue services to the citizens of Plano.

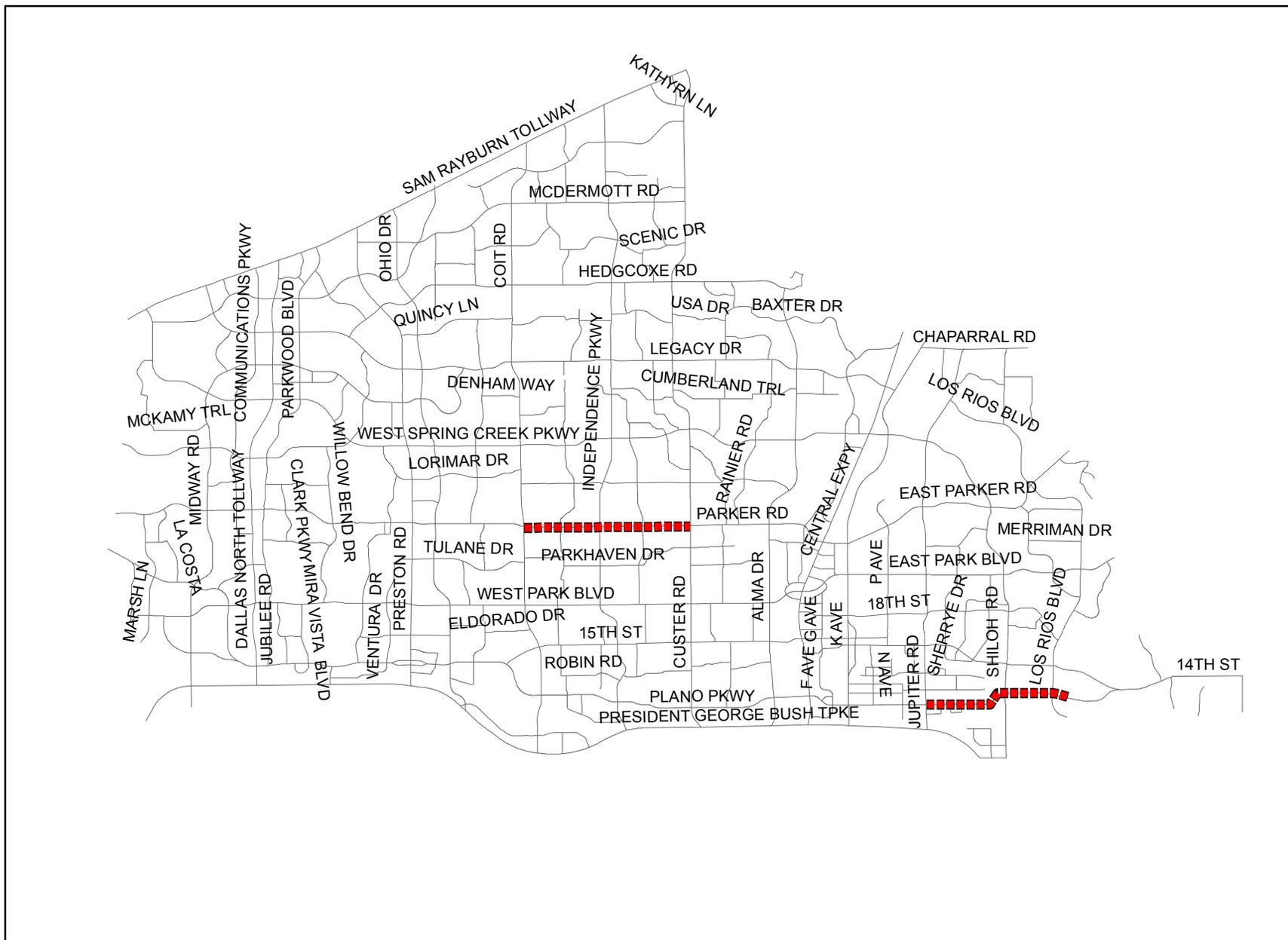
Feel free to contact me if you have any questions at extension 4183.



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:		08/22/2016			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Shawn Breen (972-769-4193)			
CAPTION					
To Jerusalem Corporation, increasing the contract by \$60,800, for the Public Works Department's Arterial Pavement Repair Parker Road & Plano Parkway, Project No. 6484, Change Order No. 1, and authorizing the City Manager or his authorized designee to execute all necessary documents. Bid No. 2016-0055-B.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,705,330	2,600,000	3,000,000	7,305,330
Encumbered/Expended Amount		-1,705,330	-2,476,905	-1,631,191	-5,813,426
This Item		0	-60,800	0	-60,800
BALANCE		0	62,295	1,368,809	1,431,104
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding for this item is available in the 2015-16 Streets Capital Reserve CIP. The first change order to the Arterial Pavement Repair Parker Road & Plano Parkway project, in the amount of \$60,800, will leave a total balance of \$1,431,104 available for sidewalk repair expenditures.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to add additional barrier free ramps relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The change order is to add an additional bid item, for barrier free ramps, to bring non-protected crossing areas into compliance with ADA regulations.</p> <p>Public Works recommends approval of Change Order No. 1 to Jerusalem Corporation. The total Contract will be \$2,244,577.00 which is a 2.78% increase of the original contract amount of \$2,183,777.00</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map, Change Order No. 1					

LOCATION MAP



CHANGE ORDER NO.1

**ARTERIAL PAVEMENT REPAIR
PARKER ROAD & PLANO PARKWAY
PROJECT NO.6484
PURCHASE ORDER NO.107399
CIP NO.51128
BID NO.2016-0055-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **City of Plano, Texas, and Jerusalem Corporation** for the **Arterial Pavement Repair Parker Road & Plano Parkway Project**, dated January 20, 2016.

B. DESCRIPTION OF CHANGE

The change order is to add an additional item for barrier free ramps to bring non-protective crossing areas current with ADA regulations.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
143A	Type C BFR	0	38.00	SY	\$1,600.00	\$60,800.00
	TOTAL:					\$60,800.00

Original Contract Amount	\$	<u>2,183,777.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>2,183,777.00</u>
Amount, Change Order No. 1	\$	<u>60,800.00</u>
Revised Contract Amount	\$	<u>2,244,577.00</u>
Total Percent Increase Including Previous Change Orders		<u>2.78%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **12** day(s) to this project:

Amount (Including Previous Change Orders)	<u>440 working days</u>
Amount, Change Order No. 1	<u>12 working days</u>
Revised Contract Time	<u>452 working days</u>
Total Percent Increase Including Previous Change Orders	<u>2.73%</u>

E. AGREEMENT

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

By the signatures below, duly authorized agents of the **City of Plano, Texas**, and **Jerusalem Corporation**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated January 20, 2016.

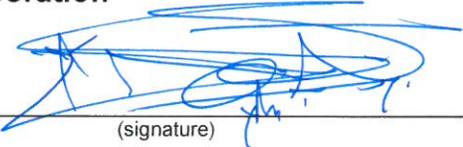
F. AUTHORITY TO SIGN

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

OWNER: City of Plano

CONTRACTOR: Jerusalem Corporation

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jerusalem Alhakim

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 8-3-2016

APPROVED AS TO FORM:

By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 3 day of Aug, 2016, by **Jerusalem Alhakim, President of Jerusalem Corporation**, a Texas Corporation, on behalf of said corporation.


Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2016, by **Bruce D. Glasscock, City Manager of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

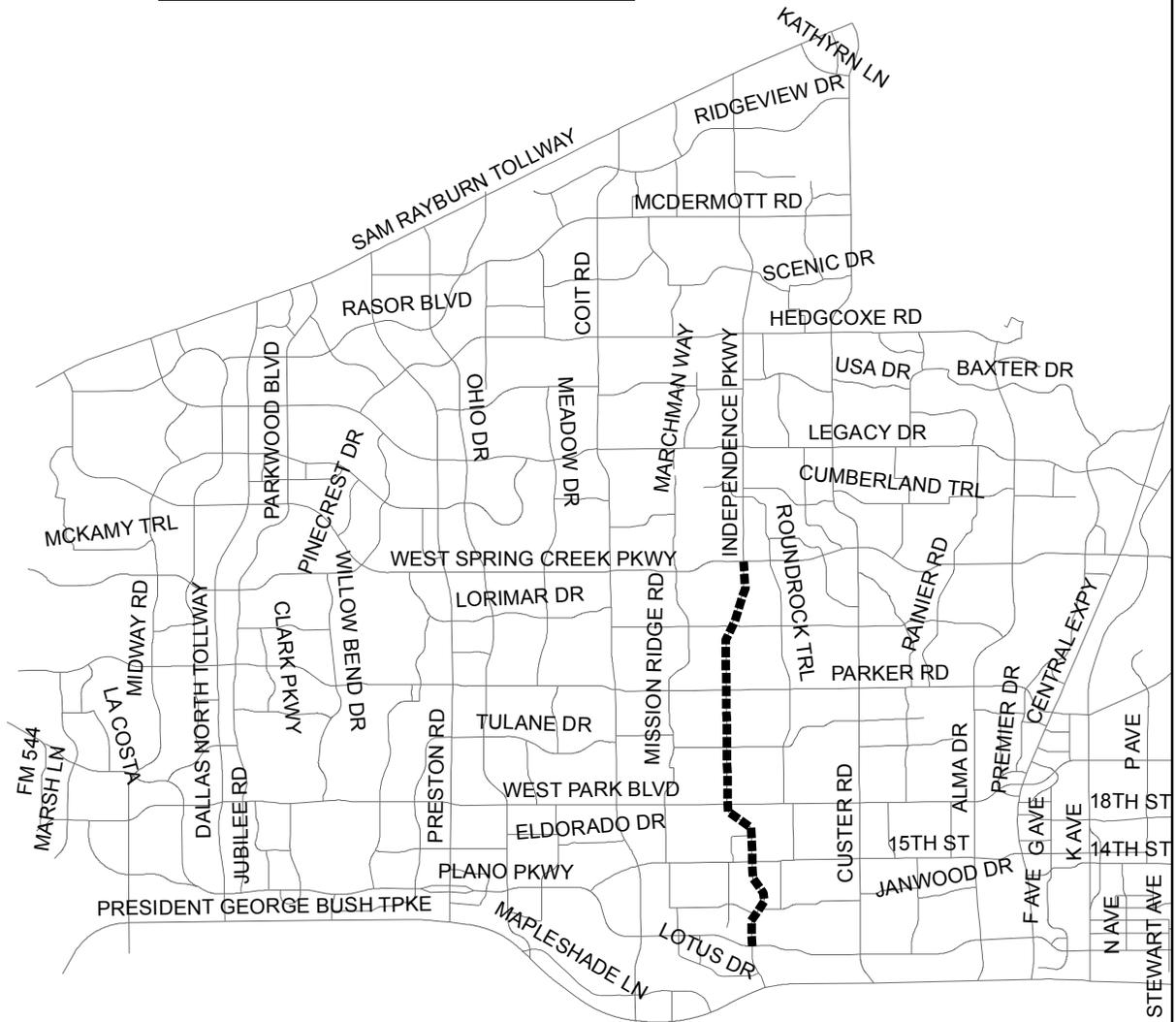
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2016		
Department:		Public Works/David Falls		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Shawn Breen (972-769-4193)		
CAPTION				
<p>To Jim Bowman Construction Company, L.P., increasing the contract by \$78,750, for the Public Works Department's Independence Parkway Paving Repairs Contract, Project No. 6359, Change Order No. 1, and authorizing the City Manager or his authorized designee to execute all necessary documents.</p> <p>Bid No. 2015-179-B.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		1,705,330	2,600,000	3,000,000
Encumbered/Expended Amount		-1,705,330	-2,476,905	-1,630,904
This Item		0	-78,750	0
BALANCE		0	44,345	1,369,096
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding for this item is available in the 2015-16 Streets Capital Reserve CIP. The first change order to the Independence Parkway Paving Repairs project, in the amount of \$78,750, will leave a total balance of \$1,413,441 available for sidewalk repair expenditures.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to replace additional sidewalks that have been identified after the original project study relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The change order is to increase the sidewalk quantity due to additional sidewalk identified for replacement after the original engineer study was performed.</p> <p>Public Works recommends approval of Change Order No. 1 to Jim Bowman Construction Company, L.P. The total Contract will be \$4,315,460.00 which is a 1.86% increase of the original contract amount of \$4,236,710.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Change Order No. 1				

LOCATION MAP



CHANGE ORDER NO.1

**INDEPENDENCE PARKWAY PAVING REPAIRS
PLANO PKWY TO SPRING CREEK PKWY
PROJECT NO.6359
PURCHASE ORDER NO.105320
CIP NO.51128
BID NO.2015-179-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **City of Plano, Texas**, and **Jim Bowman Construction Company, L.P.** for the **Independence Parkway Paving Repairs - Plano Parkway to Spring Creek Parkway**, dated March 12, 2015.

B. DESCRIPTION OF CHANGE

The change order is to increase the sidewalk quantity due to additional sidewalk identified for replacement after the original engineer study was performed.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
134	R/R Existing 4" Sidewalk	5,000	20,000.00	SF	\$5.25	\$78,750.00
	TOTAL:					\$78,750.00

Original Contract Amount	\$ <u>4,236,710.00</u>
Contract Amount (Including Previous Change Orders)	\$ <u>4,236,710.00</u>
Amount, Change Order No. 1	\$ <u>78,750.00</u>
Revised Contract Amount	\$ <u><u>4,315,460.00</u></u>
Total Percent Increase Including Previous Change Orders	<u>1.86%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **4** day(s) to this project:

Original Contract Time	<u>240 working days</u>
Amount (Including Previous Change Orders)	<u>240 working days</u>
Amount, Change Order No. 1	<u>4 working days</u>
Revised Contract Time	<u>244 working days</u>
Total Percent Increase Including Previous Change Orders	<u>1.67%</u>

E. AGREEMENT

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

By the signatures below, duly authorized agents of the **City of Plano, Texas**, and **Jim Bowman Construction Company, L.P.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated March 12, 2015.

F. AUTHORITY TO SIGN

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

OWNER: City of Plano

**CONTRACTOR: Jim Bowman
Construction Company, L.P.**

By: _____
(signature)

By: _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jim Bowman

Print
Title: City Manager

Print
Title: JIM BOWMAN, MEMBER
JIM BOWMAN GP, LLC,
GENERAL PARTNER

Date: _____

Date: 7/22/16

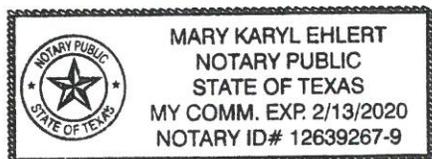
APPROVED AS TO FORM:

By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of July, 2016, by **Jim Bowman, Member of Jim Bowman GP, LLC** which is the general partner of **Jim Bowman Construction Company, L.P.**, a Texas Limited Partnership, on behalf of said corporation.



Mary Karyl Ehlert
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **Bruce D. Glasscock, City Manager** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/22/2016			
Department:		City Manager			
Department Head		P. Braster - Special Projects			
Agenda Coordinator (include phone #): M. Martinez - 7122					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Sponsorship Agreement by and between the City of Plano and Urban Land Institute, a 501(c)(3) nonprofit research and education organization, for sponsorship of the 2016 Urban Land Institute Fall Meeting at the Icon Level; 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	0	150,000
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	-150,000	0	0	-150,000
BALANCE	0	0	0	0	0
FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND					
<p>COMMENTS: Funding for this item is available in the Economic Development Incentive Fund. Sponsorship for the Urban Land Institute Fall Meeting 2016, in the amount of \$150,000, will utilize the full amount of funding available for this purpose.</p> <p>STRATEGIC PLAN GOAL: Sponsoring professional development conferences to promote the City of Plano to a wide range of businesses and real estate professionals relates to the City's Goals of Strong Local Economy and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>This sponsorship agreement, at the \$150,000 Icon level, provides Plano with the opportunity to receive high visibility recognition and attention during the Urban Land Institute (ULI) Fall Meeting and for all of 2017. This sponsorship will provide Plano a platform to showcase the City, more specifically Legacy West and Downtown Plano. ULI works locally and globally to advance the understanding and practice of sound real estate development and land use. ULI is considered the premier professional real estate development organization with some 38,000 members around the globe. Nearly 20% of ULI's members are expected to attend this year's Fall Meeting in Dallas.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Sponsorship Agreement by and between the City of Plano and Urban Land Institute, a 501(c)(3) nonprofit research and education organization, for sponsorship of the 2016 Urban Land Institute Fall Meeting at the Icon Level; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented with a proposed Sponsorship Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter call “Agreement”); and

WHEREAS, being the Icon Sponsor during the Urban Land Institute (ULI) Fall Meeting provides Plano with the opportunity to receive high-visibility recognition and attention for all of 2017; and

WHEREAS, ULI is considered to be the premier professional real-estate-development organization and nearly 20% of its 38,000 members from around the globe will be visiting North Texas to attend this year’s Fall Meeting in Dallas; and

WHEREAS, ULI works locally and globally to advance the understanding and practice of sound real-estate development and land use; 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:

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 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



ULI Sponsorship Agreement ULI Fall Meeting Dallas October 24-27, 2016

Please sign and return to Carla Clements at carla.clements@uli.org or Fax to: 866-913-5370. An invoice will be sent to you upon receiving the signed contract.

Company Name (as you wish it to appear in printed materials)

Contact 1: Main point of Contact/Senior Leadership Name Title

Address City, State, Zip

Phone Email Website

Contact 2: Marketing Contact for details on logos, registration, logistics, etc.

Phone Email

2016 ULI Fall Meeting Dallas

Sponsor Benefits:

- Company logo recognition as an **ICON Level Sponsor** in pre, post and onsite marketing materials, including the Fall Meeting website, www.fall.uli.org. City of Plano will be the sole municipality at the Icon level (highest level).
- Logo prominently displayed in meeting loop played at the General Sessions and on meeting signage throughout the convention center.
- Co-branded Fall Meeting 2016 Padfolios - Company logo, along with the ULI logo, will be imprinted on the padfolios. ULI is responsible for all costs. Padfolios will be distributed at registration.
- Mayor Harry LaRosiliere will have the opportunity to introduce the former President George W. Bush during the General Session taking place on Thursday, October 27 at 4:00pm. This session cannot be filmed nor recorded.
- ULI Central (50 x 50 exhibit space) will be branded, "ULI Central brought to you by the City of Plano {logo}" on signage above the exhibit area.
- Lounge Area – Opportunity to brand one of the existing lounge areas with City of Plano collateral materials. Details on furnishings and display options TBD (coffee service, signage, etc).
- Opportunity to present in the ULI Fall Meeting Developer Showcase.
- Opportunity to participate in a variety of tours/mobile workshops, including, but not limited to, the ULI Full Member tour on Monday, October 24, 3-5 pm.
- Opportunity to invite members to tour the Plano region via self-guided tours. ULI will assist in messaging these opportunities to members through our web site and mobile app.

Registrations, Invitations and Memberships

- 12-14 complimentary meeting registrations
- 2 media passes
- 6-10 invitations to the Kickoff Reception on Monday night of Fall Meeting
- 6 invitations to the ULI Leadership Dinner on Wednesday night of Fall Meeting
- 4 one-on-one photo opportunities with President George W. Bush
- 4 ULI Associate Memberships for one year

Media Benefits

- Yearlong print ad run *Urban Land* magazine (6 issues/year), including a two-page spread in the Fall Meeting issue given to all attendees
- Yearlong ad run on *Urban Land* magazine online, urbanland.uli.org
- Inclusion as Icon Sponsor in national and local press announcements
- Urban Land magazine online –opportunity to contribute to editorial for the magazine
- Logo prominently displayed in partner media publications including Dallas Business Journal advertisement and Wall Street Journal advertisement. As well, Urban Land magazine ad thanking sponsors.
- Four sponsored posts on ULI's official social-media platforms – Facebook, LinkedIn, Twitter – that will include a link to website of your choosing

North Texas Benefits as a Visionary Sponsor from July 1, 2016 to June 30, 2017:

- North Texas Advisory Board Seat
- Participation on Local Product Council of choice – 2 seats
- Tickets to ULI Breakfast Forums – 3 per event
- Tickets to Signature Events (What's Next; Emerging Trends) – 3 per event
- Logo Recognition on website, in Newsletter and Forum marketing
- Sponsor Recognition Event Invitations – 5 invitations

Commitment: \$150,000 (\$4,400 already paid) = \$145,600

Signature _____ Date _____

Payment Information: Check to follow Credit Card

ULI, the Urban Land Institute, is a 501(c) (3) nonprofit research and education organization supported by its members. The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.



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:		08/22/2016			
Department:		City Manager			
Department Head		P. Braster - Special Projects			
Agenda Coordinator (include phone #): M. Martinez - 7122					
CAPTION					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Plano Housing Corporation, a 501(c)(3) nonprofit charitable organization, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 13th – 14th Connector and F Avenue; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2016-17 to 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	500,000	500,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-500,000	-500,000
BALANCE		0	0	0	0
FUND(S): TIF II FUND					
<p>COMMENTS: Funding for this item was identified in the TIF II Project and Financial Plan. This economic development agreement with the Plano Housing Corporation, in the amount of \$500,000 will utilize the full amount originally designated for this project.</p> <p>STRATEGIC PLAN GOAL: Providing economic development grant funding for public infrastructure relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>This development agreement provides the terms and conditions for funding the rehabilitation of a portion of F Avenue, new sidewalks, streetlights, landscaping, streetscape, water and sewer utilities, and all necessary public infrastructure to support the Project. The developer will install the improvements as part of the overall project. The project costs include design, construction, and easement acquisition.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution					



Memorandum

Date: August 10, 2016

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Artist Lofts Development Agreement between the City Of Plano and Plano Housing Corporation

In Downtown Plano, the City has long encouraged the assemblage of properties that could be redeveloped for housing across all product types. In addition, the City has encouraged the construction of affordable housing, most recently with a development grant for the 17th Street Townhomes. The Artist Lofts project will provide a new southern gateway into downtown. The 220-unit, multi-family project will greatly add housing options in Downtown Plano. The developers have pledged to set aside units for veterans and artists. The development will also include outdoor exhibition space for artists to show their work.

The attached development agreement between the City of Plano and Plano Housing Corporation outlines the terms and conditions for city incentives to support the development. TIF #2 funds will be used to reimburse the developer for certain public improvement costs associated with the project. Those costs include rehabilitating a portion of F Avenue, new sidewalks along 14th Street and the 13th – 14th Connector, streetscape, streetlights, landscaping and utilities. The reimbursement costs are in an amount not to exceed \$500,000.

The project is consistent with the goals and objectives set forth in the Downtown Plano Vision and Strategy Update and the City of Plano's 2015-2019 Consolidated Plan. Various housing options are desirable and necessary for long term sustainable growth.

The Artist Lofts Project Summary Table

Total Units	220
Studios	32
One bedroom	104
Two Bedroom	68
Three Bedroom	16
Parking	273
4-Story Garage	240
Surface	33

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Plano Housing Corporation, a 501(c)(3) nonprofit charitable organization, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 13th – 14th Connector and F Avenue; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a Development Agreement between the City of Plano (the “City”) and Plano Housing Corporation, (the “Developer”) a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference as “Agreement;” and

WHEREAS, the City has determined that funding certain public improvements, in part, with revenue derived from the Tax Increment Financing District No. 2 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, will promote local economic development, and will stimulate business and commercial activity in the City; and

WHEREAS, Developer’s proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013, and the City of Plano’s 2015-2019 Consolidated Plan, adopted by the City Council by Resolution No. 2015-3-15(R), dated March 23, 2015; 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 the City Manager or his authorized designee shall be authorized to execute the Agreement on behalf of the City of Plano.

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

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

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

Section III. The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Agreement upon the written request of Plano Housing Corporation.

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

DULY PASSED AND APPROVED THIS THE 22ND DAY OF AUGUST, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS

COUNTY OF COLLIN

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND PLANO HOUSING CORPORATION FOR THE ARTIST LOFTS PROJECT

This Development Agreement (“Agreement”) is entered into by and between the City of Plano, a Texas municipal corporation (the “City”), acting by and through its duly authorized officers, and Plano Housing Corporation, a 501(c)(3) Charitable Organization (“Developer”):

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, Developer desires to develop approximately 5.5 +- acres located west of G Avenue between 14th Street and 13th / 14th Connector (the “Property”) and as shown in Exhibit “A:” attached hereto; and

WHEREAS, Developer has proposed a development on the Property in substantial compliance with a Preliminary Site Plan prepared by Developer attached hereto as Exhibit “B” (the “Plan”); and

WHEREAS, Developer’s proposed development is located in Tax Increment Financing District No. 2 (“TIF 2”) and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed public improvements (hereinafter defined as the “Public Improvements”) shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, this Agreement complies with Local Government Code Chapter 374, Subchapter D, as amended; and

WHEREAS, the Public Improvements are projects identified in the current *Project Plan and Financing Plan* for TIF 2, for which at least Five Hundred Thousand Dollars (\$500,000) has been budgeted; and

WHEREAS, the termination date for TIF 2 is December 31, 2029; and

WHEREAS, Developer’s proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013, and the City of Plano’s 2015-2019 Consolidated Plan, adopted by the City Council by Resolution No. 2015-3-15(R), dated March 23, 2015; and

WHEREAS, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City and its residents,

including, but not limited to, the creation of an owner-occupied residential development including both market rate units and units for low and moderate income households in close proximity to the DART rail station; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the Development is supported by adequate levels of public facilities and services; and

WHEREAS, the City Council has adopted Resolution No. 2016-__-__(R) on _____, 2016, approving this Agreement with Developer and authorizing the City Manager or his authorized designee to execute same.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. DEVELOPER'S OBLIGATIONS

- A. Prior to receiving any funding from the City as authorized by this Agreement, Developer shall:
1. Obtain approval of appropriate zoning , a preliminary site plan, preliminary plat and release of engineering plans for construction of public improvements as required to develop a minimum of 220 unit multi-family project with structured parking on the Property (the "Development") failure of the City to approve the zoning, plan, plat or plans shall not be a breach of this Agreement;
 2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of construction financing;
 3. Obtain all necessary City permits to begin construction of the Development, which shall not be unreasonably withheld, conditioned or delayed by the City, and begin construction of the Development no later than December 30, 2016; provided that Construction shall be deemed to have begun when Developer actually commences site work (*i.e.* demolition, grading, clearing or trenching) on the Property;
 4. Complete the design, construction, and installation of the private improvements comprising the Development at its sole cost and expense, and which when completed shall have a private investment value of not less than \$500,000.00;
 5. Complete the design, construction, and installation of all public improvements described in Exhibit "C" attached hereto (the "Public Improvements"). The Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be substantially completed on or before December 30, 2017;

6. A conveyance of the Public Improvements to the City shall be evidenced by the filing of the final plat for the Development with the Collin County Clerk's office, and any other instrument which the City may reasonably request, and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and maintenance bonds. Notwithstanding the provisions of this Agreement, Developer is required to follow the regular process in the City of Plano Subdivision Ordinance Article IV, Section 4.3 requiring acceptance of infrastructure by the City.
- B. Developer shall obtain approval of the City Manager's, or his designee approval, for all building elevations and facades.
 - C. Developer shall work with staff to establish streetscape standards that will identify the project as part of Downtown Plano and which will be applied to the public improvement being reimbursed by this agreement.
 - D. Developer shall provide an assurance, as described in the City Subdivision Ordinance, Article IV, Section 4.1(b)(3-6) to the City for the full estimated cost of the infrastructure as described in Exhibit "C."

SECTION 2. CITY'S OBLIGATIONS

- A. The City shall perform the following obligations:
 1. Reimburse Developer for eligible expenses for "Project Costs" (as defined hereinafter) for any public improvements in an amount not to exceed Five Hundred Thousand Dollars (\$500,000), after final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.6. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs and design costs for Public Improvements, including but not limited to:
 - i. civil engineering, architecture and landscape architecture fees associated with the public improvements specified in this paragraph;
 - ii. design and construction of storm sewer, drainage, water utilities, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or specified on the project plans approved by the City; and
 - iii. surface and subsurface demolition of the improvements on the Property including, but not limited to, environmental remediation and grading in preparation for construction of the Development.
 3. "Overhead Costs" means:
 - i. overhead and management fees of Developer;

- ii. financing charges;
 - iii. marketing costs;
 - iv. legal fees; and
 - v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.
- B. All payments for Public Improvement reimbursement to Developer under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be obligated for payment from the City's general fund or any other City fund unrelated to TIF 2 funds;

SECTION 3. DESIGN AND CONSTRUCTION

- A. Design management for the Public Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.
- B. Developer shall obtain any and all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.
- C. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Public Improvements at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- D. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- E. Upon completion of the Public Improvements, Developer shall provide a maintenance bond as provided in the form on attached Exhibit "E" in an amount mutually and reasonably agreed between the City and Developer.
- F. In accordance with the City's Subdivision Ordinance, Article 5.10c as amended, all electric utility lines and wires, terminals and other facilities and equipment shall be constructed, placed or located underground.
- G. Except as provided herein, all project designs, drawings, site plans and other documents produced by Developer in connection with the Development, including those attached to this Agreement, shall remain the property of Developer. In exchange for Developer's acceptance of the above-described reimbursement from the City, the portion of the plans created for the Public Improvements shall become the property of the City upon dedication as required by Section 1.A.6. of this Agreement.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

Should Developer fail to complete installation of the Public Improvements by the date specified in Section 1.A.5. of this Agreement, the City shall have no obligation to expend remaining reimbursement funding to complete the Public Improvements.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of any of the Development and Public Improvements contemplated hereunder is delayed by reason by war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities, fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than five years from the date of execution. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates contained within the Agreement for an additional period of one year.

SECTION 7. AUTHORITY OF DEVELOPER

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Texas. Developer will provide a certificate of status from the Texas Secretary of State's office evidencing Developer's current legal status and authority to conduct business in Texas. Developer represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

SECTION 8. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this

Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 9. REMEDIES

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

SECTION 10. BANKRUPTCY

In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Developer in immediate default with the terms and conditions of this Agreement.

SECTION 11. INDEMNIFICATION

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER 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 NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST
AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

Developer 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 Agreement voidable. Developer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable. Developer has executed the Affidavit of No Prohibited Interest and Compliance with City of Plano's Equal Rights Ordinance, attached and incorporated herein as Exhibit "F".

SECTION 13. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for Developer, to:

Plano Housing Corporation
Attention: Jean Brown, Executive Director
2320 King Arthur Boulevard
Lewisville, Texas 77007

SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

SECTION 15. GIFT TO PUBLIC SERVANT

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures

made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

SECTION 17. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 18. LEGAL CONSTRUCTION

In case 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 any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 20. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 21. SUCCESSORS AND ASSIGNS

A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the City of Plano City Council, which approvals shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Developer in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Developer herein are included in such assignment.

SECTION 22. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 23. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

EXECUTED on the _____ day of _____, 2016, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 2016-__-__(R) approved by the City Council on August __, 2016, acting through its duly authorized officials.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2016, by Bruce D. Glasscock, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires:_____

Plano Housing Corporation, a 501(c)(3) Charitable Organization

By: _____
Jean Brown, Executive Director

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the ____ day of _____, 2016, by Jean Brown, Executive Director of **Plano Housing Corporation**, a 501(c)(3) Charitable Organization.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Legal Description

Being all of Lot 2R, Block 1, final replat of Millennium Addition, an addition to the City of Plano, Collin County, Texas and all of Lots 10C, 10D, 11A, 11B, 11C, 12A, 12C, 12D and a portion of Lot 12B, Block 10, J.F. Kendrick 1st Addition, an addition to the City of Plano, Collin County, Texas as recorded in Volume 23, Page 494 of the Collin County Deed Records and a portion of "F" Avenue (to be vacated). Being a part of the Joseph Klepper Survey, Abstract No. 213 and being more particularly described as follows:

Beginning at a point in the east right-of-way line of "F" Avenue, south 66.67 feet from the south right-of-way line of 14th Street; thence with the south line of Lot 10A and the north line of Lot 10C, Block 10, J.F. Kendrick 1st Addition, South 89°34'04" East a distance of 85.96 feet to a point on the west line of Lot 10E;

Thence with the east line of Lot 10C and the west line of Lot 10E, South 00°30'24" East a distance of 65.25 feet to a point on the north line of Lot 10D;

Thence with the north line of Lot 10D and the south line of Lot 10E, North 89°29'36" East a distance of 58.47 feet to a point on the west line of Lot 10B;

Thence with the east line of Lot 10D and the west line of Lot 10B, South 00°00'00" East a distance of 67.57 feet to a point on the north line of Lot 11B and the south line of Lot 10B;

Thence with the north line of Lot 11B and the south line of Lot 10B, North 90°00'00" East a distance of 70.16 feet to a point at the northeast corner of Lot 11B and the northwest corner of Lot 12D;

Thence with the north line of Lot 12D and the south line of Lot 9A, North 90°00'00" East a distance of 204.34 feet to a point at the northeast corner of Lot 12D being on the west right-of-way of 13th and 14th Street Connector;

Thence with the northeast corner of Lot 12D and the west right-of-way line of G Avenue, North 90°00'00" East a distance of 26.22 feet to the centerline of the right-of-way of G Avenue.

Thence with the centerline of G Avenue, South 00°00'00" East a distance of 54.22 feet to the intersection of the right-of-way centerline of G Avenue and the 14th Street and the centerline right-of-way of 13th and 14th Street Connector (a variable width right of way).

Thence with the centerline right-of-way of 13th and 14th Street Connector, 54.80 feet along the arc of said curve to the left, having a radius of 102.09 feet, a central angle of

30°45'31" and a chord bearing North 32°02'22" East a distance of 54.15 feet to the point of tangency.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 43°02'19" West a distance of 168.32 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of curvature to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, 333.42 feet along the arc of said curve to the right, having a radius of 436.83 feet, a central angle of 43°43'56" and a chord bearing South 64°54'18" West a distance of 325.39 feet to the point of tangency.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 87°50'14" West a distance of 73.99 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of tangency to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 89°51'12" West a distance of 71.92 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of tangency to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, North 00°50'21" West a distance of 32.66 feet to a point on the southeast corner of Lot 51 Block 28 Silerio L. Ray.

Thence departing said north right-of-way line North 00°50'21" West a distance of 72.74 feet to a point;

Thence North 89°59'21" West a distance of 68.00 feet to a point;

Thence South 00°50'21" East a distance of 72.93 feet to a point on the north right-of-way line of 13th Street;

Thence South 00°50'21" East a distance of 30.79 feet to a point on the centerline right-of-way line of 13th Street;

Thence with said centerline right-of-way line of 13th Street South 89°51'12" West a distance of 67.99 feet to a point;

Thence North 00°50'25" West a distance of 30.79 feet to a point being the southwest corner of said Lot 2R, Block 1, Millennium Addition and the southeast corner of Lot 1R, Block 1, Millennium Addition;

Thence with the west line of said Lot 2R and the east line of Lot 1R, North 00°50'25" West a distance of 237.38 feet to a point being the northeast corner of Lot 1R, Block 1, Millennium Addition;

Thence with the north line of Lot 1R, South 87°23'00" West a distance of 262.18 feet to a point on the east right-of-way line of U.S. Highway No. 75 and being the point of curvature of a non-tangent curve to the left;

Thence with the east right-of-way line of U.S. Highway No 75, South 87°23'00" West a distance of 33.09 feet to a point on the centerline of the northbound frontage road of U.S. Highway No 75 and being the point of curvature of a non-tangent curve to the left;

Thence with said centerline right-of-way line of U.S. Highway No. 75, 30.61 feet along the arc of said curve to the left, having a radius of 6,646.31 feet, a central angle of 00°15'50" and a chord bearing North 13°06'19" West a distance of 30.62 feet to a point;

Thence departing said centerline right-of-way line of U.S. Highway No. 75, North 87°23'00" East a distance of 33.06 feet to a point on the east right-of-way line of U.S. Highway No. 75;

Thence departing said east right-of-way line of U.S. Highway No. 75, North 87°23'00" East a distance of 268.69 feet to a point;

Thence North 00°50'25" West a distance of 256.04 feet to a point on the south right-of-way line of 14th Street;

Thence North 00°50'25" West a distance of 25.31 feet to a point on the centerline right-of-way line of 14th Street;

Thence with the centerline right-of-way of 14th Street, South 89°53'51" East a distance of 142.13 feet to a point;

Thence with the centerline right-of-way of 14th Street, South 00°22'04" East a distance of 25.31 feet to a point on the south right-of-way line of 14th Street;

Thence departing said south right-of-way line of 14th Street, South 00°22'04" East a distance of 105.01 feet to a point;

Thence South 89°53'51" East passing a concrete monument at 89.96 feet on the west right-of-way line of "F" Avenue (City of Plano coordinates: North 492,554.4833, East 2,243,244.6576) for a total distance of 99.92 feet to a point on the west right-of-way line of "F" Avenue;

Thence with the west right-of-way line of F Avenue, North 00°00'00" East a distance of 113.05 feet to a point on the south right-of-way line of 14th Street;

Thence with the south right-of-way line of 14th Street, North 00°00'00" East a distance of 15.92 feet to a point on the centerline right-of-way line of 14th Street;

Thence with the centerline of right-of-way of 14th Street, South $89^{\circ}53'51''$ East a distance of 40.07 feet to a point being the projection of the east right-of-way of "F" Avenue;

Thence from the centerline right-of-way line of 14th Street, South $00^{\circ}00'00''$ East a distance of 16.81 feet to a point on the south right-of-way line of 14th Street;

Thence with the south right-of-way of 14th Street and the east right-of-way of "F" Avenue, South $00^{\circ}00'00''$ East a distance of 65.36 feet to the POINT OF BEGINNING and CONTAINING 6.48 acres or 283,878.8716 square feet of land.

EXHIBIT C

Description and Cost Estimates of Public Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

Eligible Scope items:	Cost Estimate
A. Erosion Control, Demolition, Site Clearing, Site Grading, Site Preparation and Clean Up	\$ 71,938
B. Onsite Paving, Concrete, Sidewalks, Curb and Gutter Improvements	\$104,732
C. Water, Sanitary Sewer and Storm Sewer Construction	\$142,588
D. Electric Utilities and Antique Style Street Lights	\$ 78,900
E. Street Trees, Tree Grates, Irrigation Systems, Landscape and Hardscape Improvements	\$ 56,378
F. Civil Engineering and Surveying, Materials Testing	\$ 64,700
G. General Conditions, Mobilization, Traffic Control and Street Cleaning	\$129,806
<hr/>	
TOTAL ESTIMATED COSTS OF PUBLIC IMPROVEMENTS	\$649,032
Developer Portion of Public Improvement Costs	\$149,032
TOTAL CITY PORTION OF PUBLIC IMPROVEMENT COSTS	\$500,000

The above cost estimate is not based on final design or specific quantities and is subject to change once a final design has been completed and specific quantities and pricing have been determined.

The total cost estimate is for all items for eligible for reimbursement agreement. It is understood that this estimate may exceed the total allowable Project Costs identified in Section 2.1 of this agreement.

EXHIBIT D

Contractor's and Developer's Insurance Requirements

**CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Professional Liability (E&O) Insurance--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

EXHIBIT E

Maintenance Bond

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of _____ **DOLLARS** (\$_____), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Maintenance Bond must be **same date that City Council awarded Contract**. Date on Page 2 of Maintenance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

EXHIBIT F

Affidavit of No Prohibited Interest

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Company Name

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

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:		08/22/2016		
Department:		City Manager		
Department Head		P. Braster - Special Projects		
Agenda Coordinator (include phone #): M. Martinez - 7122				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	536,967
Encumbered/Expended Amount		0	0	0
This Item		0	0	-62,000
BALANCE		0	0	474,967
FUND(S): DOWNTOWN CENTER DEVELOPMENT FUND				
<p>COMMENTS: Funding for this item is available in the Downtown Center Development Fund. This funding agreement with the Historic Downtown Plano Association, in an amount not to exceed \$62,000, will leave an approximate available balance of \$474,967 to support other activities associated with enhancing Downtown Plano.</p> <p>STRATEGIC PLAN GOAL: Funding valet parking services in Downtown Plano to improve visitor's experience during a period of limited parking due to construction relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>The Downtown Plano Public Improvement District (PID) Management Committee is requesting additional funding for valet parking services. The valet parking services will mitigate the available public parking while construction of the Municipal Center South project is underway.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				

Date: August 8, 2016

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Downtown Plano Valet Parking Funding

On July 12, 2016, the Historic Downtown Plano Association (HDPa) presented a proposal for a valet program to the Downtown Plano Public Improvement District (PID) Management Committee. The proposal offered an initial three-month trial period with a ten-month extension. The proposal is a result of the Downtown Plano Parking Study and staff discussions with Downtown Plano merchants and property owners. These discussions revealed deep community concerns about the impacts on parking by the Municipal Center South redevelopment project. Although the project's garage will allow for additional parking spaces, the concern about the loss of parking during construction was widely discussed. Staff supports using valet parking to mitigate the project's impact on available public parking during the project's construction period.

The HDPa has partnered with Mercedes Benz to provide valet parking services in Downtown Plano for a three-month trial period. The partnership will allow Mercedes Benz drivers to receive valet service at no charge, and all other drives will be charged \$3.00. HDPa will offer free parking validations for patrons of participating Downtown merchants. At the end of the three-month trial period, Mercedes Benz will evaluate their sponsorship. In order to avoid disruption of service, the PID Management Committee is requesting additional funds from the City to cover the remaining ten months of the fiscal year. The cost is estimated to be \$6,200 per month. The service covered by that fee is:

1. Operate lunchtime Wednesday – Friday;
2. Operate dinnertime Thursday – Saturday;
3. Two valet drop-off and pick-up podiums will be located in McCall Plaza parking lot and on K Avenue at Vontress Street; and
4. Offsite parking for valet cars on private lots will be arranged by the HDPa.

The PID Management Committee has requested HDPa to seek other sponsorship if Mercedes Benz decides not to continue with the program. HDPa has agreed. It should be noted that any sponsorship will reduce the amount of funding provided by the grant. In addition, the grant will terminate when the Municipal Center South project's garage is open to the public.

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano (“City”) entered into an Agreement with the Historic Downtown Plano Association (“HDPA”) wherein the HDPA is compensated for providing an Executive Director to manage and promote programs for the Downtown Plano Public Improvement District (“PID”); and

WHEREAS, the service plan for the PID allocates funds for Safety and Security, as permitted by Texas Local Government Code Section 372.003; and

WHEREAS, the City is participating in the development of a public parking project that, while under construction, will reduce the amount of parking downtown; and

WHEREAS, the City desires to assist the PID with funding for valet service downtown to mitigate the effects of the project during construction for the benefit of Plano citizens; and

WHEREAS, HDPA is willing to hire and manage the valet services downtown.

WHEREAS, the City Council has now been presented with a funding agreement between the City and HDPA, a 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 the City Manager or his authorized designee shall be authorized to execute the Agreement on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been 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 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND HISTORIC DOWNTOWN PLANO ASSOCIATION
FOR VALET PARKING**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), through the Downtown Plano Public Improvement District (hereinafter referred to as the “PID” and the **HISTORIC DOWNTOWN PLANO ASSOCIATION**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “HDP A”), enter into this funding agreement to set out the terms and conditions governing the HDP A’s use of funds from the City to the HDP A through the PID for the purposes set out herein.

WHEREAS, the City Council adopted Resolution 2014-10-3(R), which created the PID; and

WHEREAS, the City Council adopted Ordinance 2015-12-12, which established the levy of a special assessment on property owners within the District; and

WHEREAS, the City collects the special assessment and then disburses the funds to carry out various programs and activities contained within the approved service plan; and

WHEREAS, the City entered into an Agreement with the HDP A wherein the HDP A is compensated through special assessments collected by the PID for providing an Executive Director to manage and promote programs for the PID; and

WHEREAS, the service plan for the PID allocates funds for Safety and Security, as permitted by Texas Local Government Code Section 372.003; and

WHEREAS, the City is participating in the development of a public parking project (the “Project”) that, while under construction, will reduce the amount of parking downtown; and

WHEREAS, the City wishes to provide funds to the PID for disbursement to the HDP A for the purpose of funding and managing valet service in downtown Plano while construction of the Project reduces available parking downtown; and

WHEREAS, the City Council finds that it is in the best interest of the City to provide temporary funding from the PID for the HDP A to hire and manage valet parking services downtown during the pendency of the project.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the Effective Date and continue until September 30, 2017, unless sooner terminated as provided herein.

Article II Funding

The City agrees to provide funding from the PID in a total amount not to exceed Sixty-Two Thousand (\$62,000) for HDPa to use for the purpose of hiring and managing valet parking services downtown during the pendency of the project. The monies are to be paid by the City, through the PID fund, to HDPa within thirty (30) days of submission of monthly invoices by HDPa. Invoices will only be paid on a reimbursement basis, for services already provided.

Article III Obligations of HDPa

On or before December 15, 2016, HDPa agrees to implement valet parking services in downtown Plano to mitigate the effects of the parking reduction related to construction of the project. The valet parking service is consistent with the programs and projects as outlined in the PID Service Plan adopted by City Council in Ordinance No. 2015-12-12. HDPa will secure private parking for use of the valet parking. Valet services will be provided on Wednesday, Thursday and Friday during regular lunch hours, and Thursday, Friday and Saturday during regular dinner hours. HDPa will ensure that there are two valet drop-off and pick-up lecterns located in McCall Plaza parking lot and on K Avenue at Vontress Street, or as otherwise approved by the City in writing. HDPa shall provide a copy of the monthly account of valet utilization indicating how many cars are valet parked to the City.

Article IV Default/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) The completion of the Municipal Center South development garage located at 14th Street and K Avenue in downtown Plano; or
- (c) 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; or
- (d) Upon thirty (30)-days written notice by either party for any reason or no reason;

**Article V
Indemnification**

HDDPA SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND THE PID AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF HDDPA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM HDDPA IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). HDDPA MUST DEFEND CITY AND THE PID AGAINST ALL SUCH CLAIMS.

**Article VI
Miscellaneous**

6.01 **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.

6.02 **Independent Contractor.** The Parties agree that the Executive Director and Event Manager are independent contractors and are not officers, agents, servants or employees of the City or the PID; that the doctrine of respondent superior shall not apply as between Parties and the Executive Director and Event Manager, and nothing herein shall be construed as creating a partnership or joint enterprise between City or the PID and Executive Director or City and Event Manager.

6.03 **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.

6.04 **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 or the PID:
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: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for HDPa:
HDPa
c/o Mirna Lynch
4604 Lawson Court
Plano, Texas 75093

6.05 **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

6.06 **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.

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

6.08 **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.

6.09 **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.

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

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

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

HISTORIC DOWNTOWN PLANO
ASSOCIATION, a Texas non-profit
corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)

)

COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2016
by _____, _____ of the **HISTORIC DOWNTOWN
PLANO ASSOCIATION**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2016 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
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:	8/22/2016			
Department:	Engineering			
Department Head	B. Caleb Thornhill, PE, ENV SP			
Project	Legacy West #6431			
Agenda Coordinator (include phone #): Kathleen Schonne X-7198				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation ("City") and SWC Tollway & 121, LLC, a Delaware limited liability company ("Developer"); authorizing its execution by the City Manager or his designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: FY 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,000,000		3,000,000
Encumbered/Expended Amount	0	0		0
This Item	0	-3,000,000		-3,000,000
BALANCE	0	0		0
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funding for this item was scheduled for 2015-16 in the 2014-15 Street Improvements CIP. This item, in the estimated amount of \$3,000,000 will fulfill the City's maximum contribution for this project.</p> <p>STRATEGIC PLAN GOAL: Reimbursing developers for a portion of construction costs related to infrastructure development relates to the City's goals fo Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>At the January 26, 2015 City Council meeting a Subdivision Improvement Agreement with the developer of Legacy West was approved in the amount of \$7,633,710.50 in which, per the agreement, the City participation was 30% of the cost of construction for the amount of \$2,290,113.16. The proposed improvements include a reconfiguration of the intersection of Headquarters Drive and Communications Parkway, as well as the construction of Communications Parkway between Headquarters Drive and Sam Rayburn Tollway.</p> <p>The developer is requesting to amend the agreement to reflect the change orders that occurred during construction. The amendment states that in no event will the City's 30% contribution exceed \$3,000,000.</p> <p>https://www.google.com/maps/place/Communications+Pkwy,+Plano,+TX/@33.0818155,-96.8321102,16.36z/data=!4m5!3m4!1s0x864c2359941afdaf:0x48293573113f2368!8m2!3d33.059138!4d-96.8327841</p>				



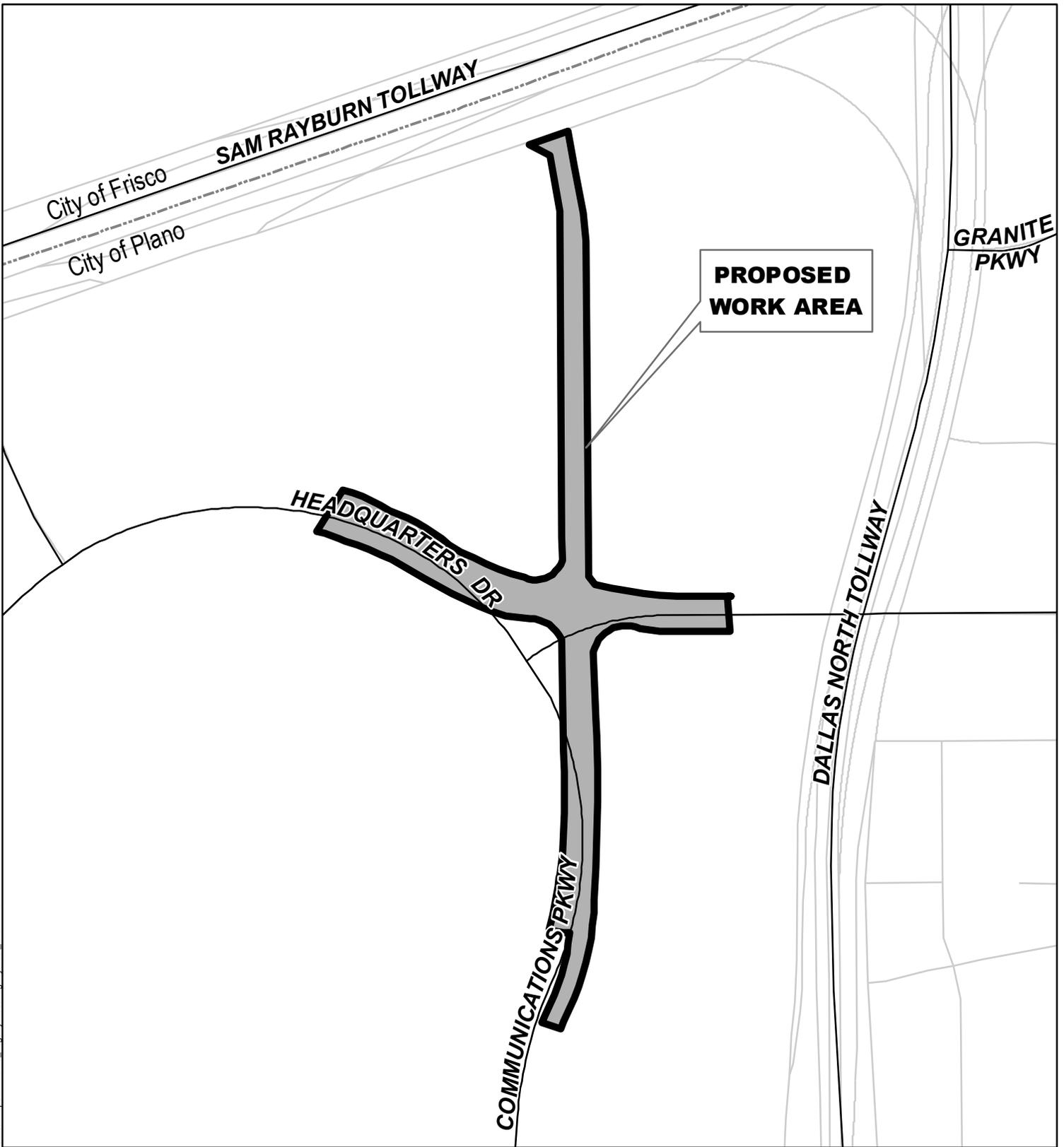
CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents:

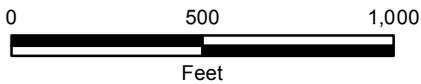
Location Map

Resolution

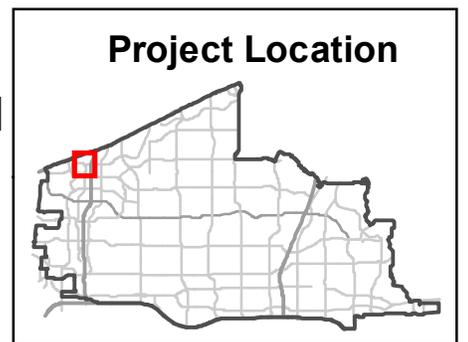
First Amendment to Subdivision Improvement Agreement



sharif 1/20/2015 C:\Analysis\Projects\Engineering\Council\Agenda_Location\Maps\01-20-15_LegacyWest\LegacyWest_6431.mxd



**Communications Parkway and
Headquarters Drive
Alignment
Project No.6431**



A Resolution of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation (“City”) and SWC Tollway & 121, LLC, a Delaware limited liability company (“Developer”); authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation (“City”) and SWC Tollway & 121, LLC, a Delaware limited liability company (“Developer”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “First Amendment”); and,

WHEREAS, City and Developer entered into a Subdivision Improvement Agreement on January 26, 2015, to reconstruct and realign Headquarters Drive and Communications Parkway in Plano; and

WHEREAS, City and Developer desire to amend said Development Agreement to allow the City to contribute a share for change orders generated during construction of the project; and

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

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

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

Section II. The City Manager, or his designee, is hereby authorized to execute the First Amendment 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 First Amendment.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Exhibit "A"

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (FOR FINAL PLAT APPROVAL)

This First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation ("City") and SWC Tollway & 121, LLC, a Delaware limited liability company ("Developer") ("First Amendment") is effective upon execution by both parties.

WHEREAS, the City and the Developer entered into a Subdivision Improvement Agreement (For Final Plat Approval) on January 26, 2015 ("Agreement") to reconstruct and realign Headquarters Drive and Communication Parkway; and

WHEREAS, the City and the Developer desire to amend said Agreement to allow for partial reimbursement by the City for change orders that occur during the construction process.

NOW, THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

Beginning on the effective date of execution of this First Amendment and continuing through the remaining term of the Agreement, the articles below are amended as follows:

ARTICLE I, OBLIGATION TO COMPLETE PUBLIC IMPROVEMENTS AND FUNDING, Section 1.01., Classes of Improvements, is amended to read in its entirety as follows:

This Agreement calls for the completion by Developer of public improvements (called "Basic Improvements"). The Basic Improvements, including the change orders that occurred during construction, are described in Exhibit "B," attached hereto and made a part hereof by reference.

ARTICLE I, OBLIGATION TO COMPLETE PUBLIC IMPROVEMENTS AND FUNDING, Section 1.03., Funding is amended to read in its entirety as follows:

The City agrees to participate in the cost of the construction of the improvements in an amount not to exceed thirty percent (30%) of the construction cost for the Basic

Exhibit "A"

Improvements including the cost of approved change orders up to an amount not to exceed three million dollars (\$3,000,000.00) total cost for the improvements. The Parties agree that in no event will the City's participation in the cost of the construction of the improvements exceed thirty percent (30%) of the total construction cost. Within thirty (30) days of presentation to the City of a written statement from Developer certifying that the Basic Improvements have been constructed in accordance with ARTICLE IV. DEDICATION AND ACCEPTANCE and the City's inspection and approval of the constructed improvements, the City will reimburse Developer in full for the City's share. The Developer and the City agree that the total estimated cost, before change orders, for the Basic Improvements is Seven Million Six Hundred Thirty-Three Thousand Seven Hundred Ten and 50/100 Dollars (\$7,633,710.50) (the "Estimated Cost").

EXHIBIT B

Exhibit "B" of the original Agreement is hereby replaced in its entirety by the attached Exhibit "B" which includes all approved change orders.

CITY OF PLANO, TEXAS,
a home rule municipal corporation

By: _____
Name: Bruce D. Glasscock
Title: City Manager

DATE: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

SWC TOLLWAY & 121 LLC,
a Delaware limited liability company

By: Team Legacy Land, LLC,
a Texas limited liability company,
its Manager

By: _____
Fehmi Karahan, President

DATE: _____

Exhibit "A"

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **Bruce D. Glasscock, City Manager** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

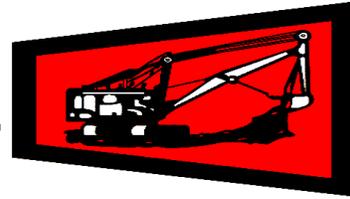
§

COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2016, by **Fehmi Karahan, President** of **Team Legacy Land, LLC.**, a Texas limited liability company, **Manager** of **SWC Tollway & 121 LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

My Commission Expires:



July 27, 2016

SWC Tollway & 121 LLC

7200 Bishop Road, Suite 250
Plano, TX 75024

ATTENTION: Mr. Fehmi Karahan

GENTLEMEN: We propose to furnish all labor, materials and equipment necessary to construct the following described work:

PROJECT: Legacy West Infrastructure - Off-Site

LOCATION: Plano, Texas

OFF-SITE GENERAL CONDITIONS

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41000	Mobilization	1.00	LS	50,000.00 \$	50,000.00
41900	Construction Staking / Layout	1.00	LS	130,000.00 \$	130,000.00
41900	Inspection Fees (4% Total)	1.00	LS	276,000.00 \$	276,000.00
41900	Traffic Control	1.00	LS	100,000.00 \$	100,000.00
41900	City of Plano Maintenance Bond (1 Year 10%)	1.00	LS	10,000.00 \$	10,000.00
41900	General Conditions	1.00	LS	300,000.00 \$	300,000.00
OFF-SITE GENERAL CONDITIONS TOTAL					\$ 866,000.00

OFF-SITE EROSION CONTROL

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41900	Construction Entrance	1.00	EA	2,500.00 \$	2,500.00
41900	Silt Fence	4,300.00	LF	1.50 \$	6,450.00
41900	Tree Protection Fence	6,170.00	LF	1.50 \$	9,255.00
41900	Inlet Protection	21.00	EA	200.00 \$	4,200.00
41900	Rock Check Dam	1.00	EA	1,000.00 \$	1,000.00
41900	Temp Barb Wire Fence (if Needed)	4,000.00	LF	5.00 \$	20,000.00
41900	Erosion Maintenance / Monitoring	1.00	LS	10,000.00 \$	10,000.00
41900	Remove Erosion Devices	1.00	LS	2,500.00 \$	2,500.00
OFF-SITE EROSION CONTROL TOTAL					\$ 55,905.00

OFF-SITE DEMOLITION

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41900	Sawcut Pavement	2,320.00	LF	4.00 \$	9,280.00
41000	Remove Concrete Pavement	29,630.00	SY	7.00 \$	207,410.00
41000	Remove Sidewalk	1,720.00	SY	7.00 \$	12,040.00
41000	Remove Pavers	760.00	SY	7.00 \$	5,320.00
41900	Irrigation / Landscape Demo - BUDGET	1.00	LS	12,500.00 \$	12,500.00
41900	Electrical / Street Lighting Demo - BUDGET	1.00	LS	25,000.00 \$	25,000.00
41120	Remove Ex. 24" RCCP	1,540.00	LF	20.00 \$	30,800.00
41120	Remove Ex. 18" RCCP	1,450.00	LF	20.00 \$	29,000.00
41120	Remove Ex. 24" Butterfly Valve	4.00	EA	1,500.00 \$	6,000.00
41120	Remove Ex. 18" Butterfly Valve	6.00	EA	1,500.00 \$	9,000.00
41120	Remove Ex. Fire Hydrant	7.00	EA	1,250.00 \$	8,750.00
41120	Remove Ex. 6" Gate Valve	7.00	EA	500.00 \$	3,500.00
41120	Remove Ex. 66" RCP	85.00	LF	25.00 \$	2,125.00
41120	Remove Ex. 54" RCP	360.00	LF	20.00 \$	7,200.00
41120	Remove Ex. 42" RCP	845.00	LF	20.00 \$	16,900.00
41120	Remove Ex. 36" RCP	284.00	LF	20.00 \$	5,680.00
41120	Remove Ex. 24" RCP	707.00	LF	20.00 \$	14,140.00
41120	Remove Ex. Curb Inlet	7.00	EA	750.00 \$	5,250.00
41120	Remove Ex. Wye Inlet	2.00	EA	500.00 \$	1,000.00
41120	Remove Ex. 66" Headwall	1.00	EA	950.00 \$	950.00
41120	Remove Ex. 24" Headwall	1.00	EA	275.00 \$	275.00
OFF-SITE DEMOLITION TOTAL					\$ 412,120.00

OFF-SITE EARTHWORK

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41000	Clear & Grub Site	56.00	AC	1,500.00 \$	84,000.00
41000	Offsite Topsoil Stripping	14,260.00	CY	2.00 \$	28,520.00
41000	Excavation	111,000.00	CY	3.50 \$	388,500.00
41000	Offsite Topsoil Replace	40.00	AC	1,200.00 \$	48,000.00
41900	Offsite Seeding	40.00	AC	500.00 \$	20,000.00
41000	Replace Topsoil Roadway	34,000.00	SY	1.00 \$	34,000.00
41900	Sod Roadway	34,000.00	SY	3.25 \$	110,500.00
OFF-SITE EARTHWORK TOTAL					\$ 713,520.00

OFF-SITE PAVING

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41200	6" Lime Stabilize Pavement (7%)	42,055.00	SY	3.50 \$	147,192.50
41200	Lime Material (33 lbs/sy per Geotech)	694.00	TN	160.00 \$	111,040.00
41210	8" 5000 PSI Concrete Pavement (Inc. Turn Lane)	38,231.00	SY	50.00 \$	1,911,550.00
41210	TxDOT Connection	307.00	LF	20.00 \$	6,140.00
41900	Barrier Free Ramps	25.00	EA	1,500.00 \$	37,500.00
41200	Longitudinal Butt Joint	2,933.00	LF	10.00 \$	29,330.00
41900	Striping	1.00	LS	31,500.00 \$	31,500.00
41900	Signage	1.00	LS	15,000.00 \$	15,000.00
41210	Street Header	220.00	LF	10.00 \$	2,200.00
41900	4" 3000 PSI Concrete Sidewalk	9,604.00	SF	5.00 \$	48,020.00
41900	Median Pavers	5,572.00	SF	15.00 \$	83,580.00
41900	Monolithic Median Nose	4.00	EA	2,000.00 \$	8,000.00
OFF-SITE PAVING TOTAL					\$ 2,431,052.50

OFF-SITE WATER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41110	18" Bar-Wrapped RCCP	1,673.00	LF	142.00 \$	237,566.00
41110	12" PVC DR-18	1,725.00	LF	48.00 \$	82,800.00
41110	8" PVC DR-18	763.00	LF	45.00 \$	34,335.00
41110	6" PVC DR-14	76.00	LF	32.00 \$	2,432.00
41110	18" Butterfly Valve	10.00	EA	8,500.00 \$	85,000.00
41110	12" Gate Valve	7.00	EA	2,000.00 \$	14,000.00
41110	8" Gate Valve	13.00	EA	1,100.00 \$	14,300.00
41110	6" Gate Valve	12.00	EA	800.00 \$	9,600.00
41110	Fire Hydrant	12.00	EA	4,000.00 \$	48,000.00
41110	Fittings	3.98	TN	5,000.00 \$	19,900.00
41110	24" x 18" Cut-In-Tee	1.00	EA	12,500.00 \$	12,500.00
41110	18" x 12" Tapping Sleeve & Valve	1.00	EA	15,000.00 \$	15,000.00
41110	Connect to Existing 24" RCCP	1.00	EA	7,500.00 \$	7,500.00
41110	Connect to Existing 18" RCCP	1.00	EA	7,500.00 \$	7,500.00
41110	Remove & Relocate Ex. Fire Hydrant	1.00	EA	2,500.00 \$	2,500.00
41110	Adjust Ex. Water Valves to Grade	4.00	EA	450.00 \$	1,800.00
41110	Trench Safety	4,237.00	LF	5.00 \$	21,185.00
41110	Testing	4,237.00	LF	1.00 \$	4,237.00
OFF-SITE WATER TOTAL					\$ 620,155.00

OFF-SITE SANITARY SEWER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41100	12" PVC SDR-35	528.00	LF	58.00 \$	30,624.00
41100	8" PVC SDR-35	2,108.00	LF	52.00 \$	109,616.00
41100	6" PVC SDR-35	31.00	LF	67.00 \$	2,077.00
41100	6" Ductile Iron	19.00	LF	125.00 \$	2,375.00
41900	4' Diameter Manhole	2.00	EA	8,000.00 \$	16,000.00
41900	4' Diameter Drop Manhole	7.00	EA	8,800.00 \$	61,600.00
41900	4' Diameter Drop Manhole over	1.00	EA	27,750.00 \$	27,750.00
41100	Connect to Existing 12" PVC	1.00	EA	3,200.00 \$	3,200.00
41100	Trench Safety	2,686.00	LF	5.00 \$	13,430.00
41100	Testing	2,686.00	LF	2.00 \$	5,372.00
OFF-SITE SANITARY SEWER TOTAL					\$ 272,044.00

OFF-SITE STORM SEWER

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41120	9' x 4' RCB	473.00	LF	405.00 \$	191,565.00
41120	7' x 4' RCB	780.00	LF	320.00 \$	249,600.00
41120	6' x 4' RCB	523.00	LF	300.00 \$	156,900.00
41120	4' x 4' RCB	270.00	LF	220.00 \$	59,400.00
41120	48" Class III RCP	489.00	LF	155.00 \$	75,795.00
41120	42" Class III RCP	364.00	LF	120.00 \$	43,680.00
41120	36" Class III RCP	1,004.00	LF	96.00 \$	96,384.00
41120	30" Class III RCP	138.00	LF	85.00 \$	11,730.00
41120	24" Class III RCP	929.00	LF	70.00 \$	65,030.00
41900	5' x 5' TxDOT Type M Manhole	2.00	EA	10,000.00 \$	20,000.00
41900	4' Diameter Manhole Riser	2.00	EA	2,500.00 \$	5,000.00
41900	4' x 4' Drop Inlet w/ 3' Conc. Apron	4.00	EA	4,100.00 \$	16,400.00
41900	3' x 3' Drop Inlet w/ 3' Conc. Apron	3.00	EA	3,050.00 \$	9,150.00
41900	14' Recessed Curb Inlet	4.00	EA	4,300.00 \$	17,200.00
41900	10' Recessed Curb Inlet	3.00	EA	3,050.00 \$	9,150.00
41900	8' Recessed Curb Inlet	1.00	EA	2,800.00 \$	2,800.00
41900	FW-O Headwall on 9' x 4' RCB	1.00	EA	9,500.00 \$	9,500.00
41120	12" Thick Rock Rip Rap	189.00	SY	80.00 \$	15,120.00
41120	Connect to Existing 24" RCP	1.00	EA	1,500.00 \$	1,500.00
41120	30" Plug	1.00	EA	300.00 \$	300.00
41120	24" Plug	1.00	EA	225.00 \$	225.00
41120	Trench Safety	4,970.00	LF	5.00 \$	24,850.00
41120	Testing	4,970.00	LF	2.00 \$	9,940.00
OFF-SITE STORM SEWER TOTAL					\$ 1,091,219.00

OFF-SITE STREET LIGHTING TOTAL (BUDGET)

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41900	2" Conduit - BUDGET	3,300.00	LF	8.00 \$	26,400.00
41900	Electric Wire - BUDGET	3,300.00	LF	10.00 \$	33,000.00
41900	Light Foundations - BUDGET	24.00	EA	1,000.00 \$	24,000.00
41900	Street Lights (Standard City of Plano) - BUDGET	24.00	EA	10,000.00 \$	240,000.00
41900	Electrical Service - BUDGET	1.00	EA	20,000.00 \$	20,000.00
OFF-SITE STREET LIGHTING TOTAL (BUDGET) TOTAL					\$ 343,400.00

OFF-SITE IRRIGATION (BUDGET)

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41900	Sleeves - BUDGET	1,200.00	LF	15.00 \$	18,000.00
41900	Sprinkler Controller - BUDGET	1.00	EA	9,000.00 \$	9,000.00
41900	Irrigation Electrical Service - BUDGET	1.00	EA	20,000.00 \$	20,000.00
41900	Sprinkler System - BUDGET	105,000.00	SF	1.50 \$	157,500.00
OFF-SITE IRRIGATION (BUDGET) TOTAL					\$ 204,500.00

OFF-SITE ELECTRICAL DUCT BANK

Item	Description	Quantity	Unit	Unit Bid	Total Bid
41900	10E6 Duct Bank	2,434.00	LF	187.50 \$	456,375.00
41900	4-Way Octagonal Manhole (914 Series)	9.00	EA	17,250.00 \$	155,250.00
41900	Trench Safety	2,434.00	LF	5.00 \$	12,170.00
OFF-SITE ELECTRICAL DUCT BANK TOTAL					\$ 623,795.00

OFF-SITE PROPOSAL SUMMARY

OFF-SITE GENERAL CONDITIONS TOTAL	\$ 866,000.00
OFF-SITE EROSION CONTROL TOTAL	\$ 55,905.00
OFF-SITE DEMOLITION TOTAL	\$ 412,120.00
OFF-SITE EARTHWORK TOTAL	\$ 713,520.00
OFF-SITE PAVING TOTAL	\$ 2,431,052.50
OFF-SITE WATER TOTAL	\$ 620,155.00
OFF-SITE SANITARY SEWER TOTAL	\$ 272,044.00
OFF-SITE STORM SEWER TOTAL	\$ 1,091,219.00
OFF-SITE STREET LIGHTING TOTAL (BUDGET) TOTAL	\$ 343,400.00
OFF-SITE IRRIGATION (BUDGET) TOTAL	\$ 204,500.00
OFF-SITE ELECTRICAL DUCT BANK TOTAL	\$ 623,795.00
OFF-SITE PROPOSAL SUMMARY TOTAL	\$ 7,633,710.50

OFF-SITE GENERAL CONDITIONS

CONTRACT PLANS DATED 12-11-14

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Construction Staking / Layout	1.00	LS	18,200.00	\$ 18,200.00
2	Inspection Fees (4% Total)	1.00	LS	38,500.00	\$ 38,500.00
3	Plano Maint. Bond (1 Year 10%)	1.00	LS	1,400.00	\$ 1,400.00
4	General Conditions	1.00	LS	38,500.00	\$ 38,500.00
OFF-SITE GENERAL CONDITIONS TOTAL					\$ 96,600.00

OFF-SITE EROSION CONTROL

CONTRACT PLANS DATED 12-11-14

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Construction Entrance	1.00	EA	2,500.00	\$ 2,500.00
2	Silt Fence	12,020.00	LF	1.50	\$ 18,030.00
4	Inlet Protection	15.00	EA	200.00	\$ 3,000.00
5	Rock Check Dam	7.00	EA	1,000.00	\$ 7,000.00
9	Diversion Swale	1,512.00	LF	2.00	\$ 3,024.00
10	Stone Outlet Sediment Trap	5.00	EA	3,000.00	\$ 15,000.00
11	Overflow Structure at Silt Fence	29.00	EA	250.00	\$ 7,250.00
12	Large Added Check Dam for Ditch	1.00	EA	7,500.00	\$ 7,500.00
OFF-SITE EROSION CONTROL TOTAL					\$ 63,304.00

CHANGE ORDERS

OFF-SITE DEMOLITION**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Sawcut Pavement	1,415.00	LF	4.00 \$	5,660.00
2	Remove Concrete Pavement	4,737.00	SY	7.00 \$	33,159.00
3	Remove Sidewalk	64.00	SY	7.00 \$	448.00
4	Remove Pavers	167.00	SY	7.00 \$	1,169.00
5	Irrigation / Landscape Demo - BUDGET	(1.00)	LS	12,500.00 \$	(12,500.00)
6	Electrical / Street Lighting Demo - BUDGET	(1.00)	LS	25,000.00 \$	(25,000.00)
7	Remove Ex. 24" RCCP	165.00	LF	20.00 \$	3,300.00
8	Remove Ex. 18" RCCP	20.00	LF	20.00 \$	400.00
9	Remove Ex. 24" Butterfly Valve	0.00	EA	1,500.00 \$	-
10	Remove Ex. 18" Butterfly Valve	3.00	EA	1,500.00 \$	4,500.00
11	Remove Ex. Fire Hydrant	2.00	EA	1,250.00 \$	2,500.00
12	Remove Ex. 6" Gate Valve	2.00	EA	500.00 \$	1,000.00
13	Remove Ex. 36" RCP	196.00	LF	20.00 \$	3,920.00
14	Remove Ex. 24" RCP	838.00	LF	20.00 \$	16,760.00
15	Remove Ex. Curb Inlet	4.00	EA	750.00 \$	3,000.00
16	Remove Ex. Wye Inlet	2.00	EA	500.00 \$	1,000.00
17	Remove Existing 12", 8" & 6" PVC	935.00	LF	20.00 \$	18,700.00
18	Remove Ex. 12" & 8" Gate Valves	8.00	EA	250.00 \$	2,000.00
19	Remove Existing Light Pole Bases	20.00	EA	750.00 \$	15,000.00
20	Remove Existing Electric Conduit	4,000.00	LF	1.50 \$	6,000.00
21	Remove Existing Irrigation System	1.00	LS	75,000.00 \$	75,000.00
OFF-SITE DEMOLITION TOTAL					\$ 156,016.00

OFF-SITE EARTHWORK**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Clear & Grub Site	23.40	AC	1,500.00 \$	35,100.00
2	Offsite Topsoil Stripping	8,430.00	CY	2.00 \$	16,860.00
3	Excavation	8,635.00	CY	3.50 \$	30,222.50
4	Offsite Topsoil Replace	23.40	AC	1,200.00 \$	28,080.00
5	Offsite Seeding	23.40	AC	500.00 \$	11,700.00
6	Replace Topsoil Roadway	4,000.00	SY	1.00 \$	4,000.00
7	Sod Roadway	4,000.00	SY	3.25 \$	13,000.00
OFF-SITE EARTHWORK TOTAL					\$ 138,962.50

OFF-SITE PAVING**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	6" Lime Stabilize Pavement (7%)	4,449.00	SY	3.50 \$	15,571.50
2	Lime Material (33 lbs/sy per Geotech)	74.00	TN	160.00 \$	11,840.00
3	8" 5000 PSI Concrete Pavement	(5,791.00)	SY	50.00 \$	(289,550.00)
4	TxDOT Connection (Core & Grout)	5.00	LF	20.00 \$	100.00
5	Barrier Free Ramps	2.00	EA	1,500.00 \$	3,000.00
6	Longitudinal Butt Joint	492.00	LF	10.00 \$	4,920.00
7	Striping	1.00	LS	12,500.00 \$	12,500.00
8	Signage	1.00	LS	16,000.00 \$	16,000.00
9	Median Pavers	1,523.00	SF	15.00 \$	22,845.00
10	Monolithic Median Nose	15.00	EA	2,000.00 \$	30,000.00
11	10" 3600 PSI TxDOT Turn Lane	552.00	SY	70.00 \$	38,640.00
12	7" 5000 PSI Concrete Pavement	9,284.00	SY	48.00 \$	445,632.00
13	Curb and Gutter	617.00	LF	30.00 \$	18,510.00
14	Landscape Maintenance Ramp	11.00	EA	1,000.00 \$	11,000.00
OFF-SITE PAVING TOTAL					\$ 341,008.50

OFF-SITE WATER**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	18" Bar-Wrapped RCCP	25.00	LF	142.00 \$	3,550.00
2	12" PVC DR-18	(1.00)	LF	48.00 \$	(48.00)
3	8" PVC DR-18	268.00	LF	45.00 \$	12,060.00
4	6" PVC DR-14	58.00	LF	32.00 \$	1,856.00
5	18" Butterfly Valve	(3.00)	EA	8,500.00 \$	(25,500.00)
6	12" Gate Valve	5.00	EA	2,000.00 \$	10,000.00
7	8" Gate Valve	6.00	EA	1,100.00 \$	6,600.00
8	6" Gate Valve	4.00	EA	800.00 \$	3,200.00
9	Fire Hydrant	4.00	EA	4,000.00 \$	16,000.00
10	Fittings	2.68	TN	5,000.00 \$	13,400.00
11	24" x 18" Cut-In-Tee	(1.00)	EA	12,500.00 \$	(12,500.00)
12	18" x 12" Tapping Sleeve & Valve	(1.00)	EA	15,000.00 \$	(15,000.00)
13	Connect to Existing 18" RCCP	1.00	EA	7,500.00 \$	7,500.00
14	Remove & Relocate Ex. Fire Hydrant	(1.00)	EA	2,500.00 \$	(2,500.00)
15	Adjust Ex. Water Valves to Grade	2.00	EA	450.00 \$	900.00
16	Trench Safety	861.00	LF	5.00 \$	4,305.00
17	Testing	861.00	LF	1.00 \$	861.00
18	24" Bar-Wrapped RCCP	511.00	LF	175.00 \$	89,425.00
19	24" Butterfly Valve	2.00	EA	12,500.00 \$	25,000.00
20	Concrete Encasement 24" RCCP	30.00	LF	80.00 \$	2,400.00
21	Concrete Encasement 18" RCCP	40.00	LF	70.00 \$	2,800.00
22	Concrete Encasement 12" PVC	10.00	LF	30.00 \$	300.00
23	Concrete Encasement 8" PVC	30.00	LF	25.00 \$	750.00
24	Steel Encasement 12" PVC	60.00	LF	185.00 \$	11,100.00
25	12" x 12" Cut-In-Tee	1.00	EA	3,500.00 \$	3,500.00
26	Connect to Ex. Fire Hydrant Lead	1.00	EA	1,750.00 \$	1,750.00
27	Connect to Existing 8"	1.00	EA	2,000.00 \$	2,000.00
28	Adjust Ex. Meter Box to Grade	1.00	EA	1,750.00 \$	1,750.00
OFF-SITE WATER TOTAL					\$ 165,459.00

OFF-SITE SANITARY SEWER**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	12" PVC SDR-35 (Avg. Depth < 12')	96.00	LF	58.00 \$	5,568.00
2	8" PVC SDR-35	(163.00)	LF	52.00 \$	(8,476.00)
3	6" PVC SDR-35	(31.00)	LF	67.00 \$	(2,077.00)
4	6" Ductile Iron	(19.00)	LF	125.00 \$	(2,375.00)
5	4' Diameter Manhole	3.00	EA	8,000.00 \$	24,000.00
6	4' Diameter Drop Manhole	(7.00)	EA	8,800.00 \$	(61,600.00)
7	4' Diameter Drop Manhole over Existing	(1.00)	EA	27,750.00 \$	(27,750.00)
8	Trench Safety	(97.00)	LF	5.00 \$	(485.00)
9	Testing	(97.00)	LF	2.00 \$	(194.00)
10	8" Ductile Iron Pipe	20.00	LF	140.00 \$	2,800.00
11	5' Diameter Manhole	3.00	EA	9,500.00 \$	28,500.00
12	5' Diameter Drop Manhole	1.00	EA	11,500.00 \$	11,500.00
13	5' Diameter Drop Manhole over Existing 15"	1.00	EA	31,250.00 \$	31,250.00
14	Concrete Encasement	180.00	LF	30.00 \$	5,400.00
OFF-SITE SANITARY SEWER TOTAL					\$ 6,061.00

OFF-SITE STORM SEWER**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	9' x 4' RCB	(473.00)	LF	405.00 \$	(191,565.00)
2	7' x 4' RCB	1.00	LF	320.00 \$	320.00
3	6' x 4' RCB	103.00	LF	300.00 \$	30,900.00
4	4' x 4' RCB	(270.00)	LF	220.00 \$	(59,400.00)
5	48" Class III RCP	134.00	LF	155.00 \$	20,770.00
6	42" Class III RCP	19.00	LF	120.00 \$	2,280.00
7	36" Class III RCP	110.00	LF	96.00 \$	10,560.00
8	30" Class III RCP	11.00	LF	85.00 \$	935.00
9	24" Class III RCP	223.00	LF	70.00 \$	15,610.00
10	5' x 5' TxDOT Type M Manhole	(2.00)	EA	10,000.00 \$	(20,000.00)
11	4' Diameter Manhole Riser	(1.00)	EA	2,500.00 \$	(2,500.00)
12	4' x 4' Drop Inlet w/ 3' Conc. Apron	1.00	EA	4,100.00 \$	4,100.00
13	3' x 3' Drop Inlet w/ 3' Conc. Apron	(1.00)	EA	3,050.00 \$	(3,050.00)
14	14' Recessed Curb Inlet	(1.00)	EA	4,300.00 \$	(4,300.00)
15	10' Recessed Curb Inlet	(1.00)	EA	3,050.00 \$	(3,050.00)
16	8' Recessed Curb Inlet	(1.00)	EA	2,800.00 \$	(2,800.00)
17	FW-O Headwall on 9' x 4' RCB	(1.00)	EA	9,500.00 \$	(9,500.00)
18	12" Thick Rock Rip Rap	166.00	SY	80.00 \$	13,280.00
19	30" Plug	(1.00)	EA	300.00 \$	(300.00)
20	Trench Safety	205.00	LF	5.00 \$	1,025.00
21	Testing	205.00	LF	2.00 \$	410.00
22	10' x 4' RCB	15.00	LF	485.00 \$	7,275.00
23	8' x 4' RCB	246.00	LF	360.00 \$	88,560.00
24	18" Class III RCP	86.00	LF	48.00 \$	4,128.00
25	PW Headwall on 10' x 4' RCB	1.00	EA	33,000.00 \$	33,000.00
26	8' x 8' Manhole	1.00	EA	10,750.00 \$	10,750.00
27	Type B Manhole	2.00	EA	6,750.00 \$	13,500.00
28	20' Recessed Curb Inlet	3.00	EA	5,750.00 \$	17,250.00
29	16' Recessed Curb Inlet	3.00	EA	4,400.00 \$	13,200.00
30	12' Recessed Curb Inlet	1.00	EA	3,450.00 \$	3,450.00
31	6' Curb Inlet	1.00	EA	2,650.00 \$	2,650.00
32	TxDOT 5' Type C Inlet w/ 5' Ext.	1.00	EA	4,250.00 \$	4,250.00
OFF-SITE STORM SEWER TOTAL					\$ 1,738.00

OFF-SITE LIGHTING TOTAL (BUDGET)**CONTRACT PLANS DATED 12-11-14**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	2" Conduit	700.00	LF	8.00 \$	5,600.00
2	Electric Wire - BUDGET	700.00	LF	10.00 \$	7,000.00
3	Light Foundations	(2.00)	EA	1,000.00 \$	(2,000.00)
4	Street Lights (Standard City of Plano) - BUDGET	(2.00)	EA	10,000.00 \$	(20,000.00)
5	ONCOR Street Light Pull Box	6.00	EA	800.00 \$	4,800.00
OFF-SITE LIGHTING TOTAL (BUDGET) TOTAL					\$ (4,600.00)

OFF-SITE ELECTRICAL DUCT BANK

CONTRACT PLANS DATED 12-11-14

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	10E6 Duct Bank	(143.00)	LF	187.50 \$	(26,812.50)
2	4-Way Octagonal Manhole (914 Series)	(3.00)	EA	17,250.00 \$	(51,750.00)
3	Trench Safety	353.00	LF	5.00 \$	1,765.00
4	8E6 Duct Bank	143.00	LF	215.00 \$	30,745.00
5	4-Way Double Stacked Manhole	3.00	EA	28,850.00 \$	86,550.00
6	8E6 Duct Bank (Avg Depth 22")	100.00	LF	235.00 \$	23,500.00
7	4E6 Duct Bank	253.00	LF	138.00 \$	34,914.00
OFF-SITE ELECTRICAL DUCT BANK TOTAL					\$ 98,911.50

OFF-SITE PROPOSAL SUMMARY - RFP 004

OFF-SITE GENERAL CONDITIONS TOTAL	\$ 96,600.00
OFF-SITE EROSION CONTROL TOTAL	\$ 63,304.00
OFF-SITE DEMOLITION TOTAL	\$ 156,016.00
OFF-SITE EARTHWORK TOTAL	\$ 138,962.50
OFF-SITE PAVING TOTAL	\$ 341,008.50
OFF-SITE WATER TOTAL	\$ 165,459.00
OFF-SITE SANITARY SEWER TOTAL	\$ 6,061.00
OFF-SITE STORM SEWER TOTAL	\$ 1,738.00
OFF-SITE LIGHTING TOTAL (BUDGET) TOTAL	\$ (4,600.00)
OFF-SITE ELECTRICAL DUCT BANK TOTAL	\$ 98,911.50
OFF-SITE PROPOSAL SUMMARY - RFP 004 TOTAL	\$ 1,063,460.50

OFF-SITE TEMPORARY CROSSOVER FOR LEGACY - RFP 002

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Traffic Control	1.00	LS	3,000.00 \$	3,000.00
2	Construction Staking / Layout	1.00	LS	2,250.00 \$	2,250.00
3	Grade for Crossover	1.00	LS	5,500.00 \$	5,500.00
4	7" Temporary Asphalt	330.00	SY	52.00 \$	17,160.00
5	Temporary Striping	1.00	LS	1,500.00 \$	1,500.00
6	Remove Temporary Asphalt	330.00	SY	10.00 \$	3,300.00
OFF-SITE TEMPORARY CROSSOVER FOR LEGACY - RFP 002 TOTAL					\$ 32,710.00

POTHOLE EXISTING UTILITIES - RFP 005

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Pothole Utilities	1.00	LS	20,000.00 \$	20,000.00
POTHOLE EXISTING UTILITIES - RFP 005 TOTAL					\$ 20,000.00

CHANGE ORDER NO. 1

OFF-SITE PROPOSAL SUMMARY - RFP 004 TOTAL	\$ 1,063,460.50
OFF-SITE TEMPORARY CROSSOVER FOR LEGACY - RFP 002 TOTAL	\$ 32,710.00
POTHOLE EXISTING UTILITIES - RFP 005 TOTAL	\$ 20,000.00
CHANGE ORDER NO. 1 TOTAL	\$ 1,116,170.50

OFF-SITE WATER

CITY APPROVED PLANS 3/2/15

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	12" PVC DR-18	64.00	LF	48.00 \$	3,072.00
2	8" PVC DR-18	30.00	LF	45.00 \$	1,350.00
3	6" PVC DR-14	59.00	LF	32.00 \$	1,888.00
4	12" Gate Valve	2.00	EA	2,000.00 \$	4,000.00
5	8" Gate Valve	3.00	EA	1,100.00 \$	3,300.00
6	Fittings	1.12	TN	5,000.00 \$	5,600.00
7	Trench Safety	153.00	LF	5.00 \$	765.00
8	Testing	153.00	LF	1.00 \$	153.00
OFF-SITE WATER TOTAL					\$ 20,128.00

OFF-SITE SANITARY SEWER

CITY APPROVED PLANS 3/2/15

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	12" PVC SDR-35 (Avg. Depth < 12')	(331.00)	LF	58.00 \$	(19,198.00)
2	8" PVC SDR-35 (Avg. Depth < 10')	(112.00)	LF	52.00 \$	(5,824.00)
3	Trench Safety	67.00	LF	5.00 \$	335.00
4	Testing	67.00	LF	2.00 \$	134.00
5	5' Diameter Manhole (Avg. Depth 7.3')	(3.00)	EA	9,500.00 \$	(28,500.00)
6	5' Diameter Drop Manhole (10.5' Depth)	(1.00)	EA	11,500.00 \$	(11,500.00)
7	Concrete Encasement	(36.00)	LF	30.00 \$	(1,080.00)
8	12" PVC SDR-35 (Avg. Depth 14.7')	331.00	LF	60.00 \$	19,860.00
9	5' Diameter Manhole (Avg. Depth 11.7')	3.00	EA	9,500.00 \$	28,500.00
10	5' Diameter Drop Manhole (Avg. Depth 15.75')	2.00	EA	12,500.00 \$	25,000.00
11	8" PVC SDR-35 (Avg. Depth 18.25')	179.00	LF	63.00 \$	11,277.00
OFF-SITE SANITARY SEWER TOTAL					\$ 19,004.00

OFF-SITE STORM SEWER**CITY APPROVED PLANS 3/2/15**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	36" Class III RCP	110.00	LF	96.00 \$	10,560.00
2	24" Class III RCP	24.00	LF	70.00 \$	1,680.00
3	4' x 4' Drop Inlet w/ 3' Conc. Apron	1.00	EA	4,100.00 \$	4,100.00
4	Connect to Existing 24" RCP	1.00	EA	1,500.00 \$	1,500.00
5	Trench Safety	167.00	LF	5.00 \$	835.00
6	Testing	167.00	LF	2.00 \$	334.00
7	18" Class III RCP	13.00	LF	48.00 \$	624.00
8	12' Recessed Curb Inlet	1.00	EA	3,450.00 \$	3,450.00
9	TxDOT 5' Type C Inlet w/ 5' Extension	1.00	EA	4,250.00 \$	4,250.00
10	Connect to Existing 18" RCP	1.00	EA	1,500.00 \$	1,500.00
11	Cap Existing Inlet	2.00	EA	1,850.00 \$	3,700.00
12	Remove Existing 2-8' x 4' PW Headwall	1.00	EA	3,500.00 \$	3,500.00
13	Extend 2-8' x 4' RCB	10.00	LF	1,000.00 \$	10,000.00
14	Connect to Existing 2-8' x 4' RCB	1.00	EA	2,500.00 \$	2,500.00
15	PW Headwall on 2-8' x 4' RCB	1.00	EA	23,000.00 \$	23,000.00
16	Type PR2 Rail on 2-8' x 4' PW Headwall	60.00	LF	195.00 \$	11,700.00
OFF-SITE STORM SEWER TOTAL					\$ 83,233.00

OFF-SITE PROPOSAL SUMMARY - RFP 008

OFF-SITE WATER TOTAL	\$ 20,128.00
OFF-SITE SANITARY SEWER TOTAL	\$ 19,004.00
OFF-SITE STORM SEWER TOTAL	\$ 83,233.00
OFF-SITE PROPOSAL SUMMARY - RFP 008 TOTAL	\$ 122,365.00

FRANCHISE CONDUIT - RFP 012

Item	Description	Quantity	Unit	Unit Price	Total Bid
1	Provide 1.5" Rolled Inner Duct	29,360.00	LF	1.21 \$	35,525.60
2	Provide 1.25" Rolled Inner Duct	7,340.00	LF	1.10 \$	8,074.00
	Provide 4" Schedule 40 PVC Conduit - Version 2 EA, LNS 1 EA, TWC to	11,010.00	LF	2.06 \$	22,680.60
3	Supply 1-4" Conduit				
4	Install 4-4" PVC Conduits in Rock 42" Cover to top of Conduits	3,670.00	LF	49.50 \$	181,665.00
5	Sand Embedment	3,670.00	LF	6.60 \$	24,222.00
6	Stub Up Conduits for Verizon Vaults - (Excludes Labor and Materials for Vaults - Conduit Stub Only	6.00	EA	247.50 \$	1,485.00
7	Install Time Warner Vaults - (TWC to Supply Vaults Per John Moses) 3' X 5' Polymer Box	8.00	EA	330.00 \$	2,640.00
8	Haul Trench Spoils to North 40 Site	1.00	LS	4,300.00 \$	4,300.00
9	Staking	1.00	LS	5,000.00 \$	5,000.00
FRANCHISE CONDUIT - RFP 012 TOTAL					\$ 285,592.20

OFF-SITE SANITARY SEWER - RFP 013

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	8" PVC SDR-35 (Avg. Depth < 10')	(939.00)	LF	52.00 \$	(48,828.00)
2	Trench Safety	12.00	LF	5.00 \$	60.00
3	Testing	12.00	LF	2.00 \$	24.00
4	10" PVC SDR-35 (Avg. Depth 16.7')	951.00	LF	66.00 \$	62,766.00
5	New 4' Diameter Manhole Base	4.00	EA	975.00 \$	3,900.00
6	Restake Line B	1,411.00	LF	1.00 \$	1,411.00
OFF-SITE SANITARY SEWER - RFP 013 TOTAL					\$ 19,333.00

OFF-SITE WATER - RFP 015

Item	Description	Quantity	Unit	Unit Bid	Total Bid
2	12" PVC DR-18	196.00	LF	48.00 \$	9,408.00
4	6" PVC DR-14	7.00	LF	32.00 \$	224.00
6	12" Gate Valve	6.00	EA	2,000.00 \$	12,000.00
10	Fittings	3.26	TN	5,000.00 \$	16,300.00
17	Trench Safety	203.00	LF	5.00 \$	1,015.00
18	Testing	203.00	LF	1.00 \$	203.00
OFF-SITE WATER - RFP 015 TOTAL					\$ 39,150.00

OFF-SITE SANITARY SEWER**SANITARY REVISION PLANS DATED 6/17/15**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	8" PVC SDR-35	18.00	LF	52.00 \$	936.00
2	4' Diameter Manhole	3.00	EA	8,000.00 \$	24,000.00
3	Trench Safety	245.00	LF	5.00 \$	1,225.00
4	Testing	245.00	LF	2.00 \$	490.00
5	6" PVC SDR-35	(1.00)	EA	31,250.00 \$	(31,250.00)
6	6" Ductile Iron	18.00	LF	30.00 \$	540.00
7	Trench Safety	227.00	LF	66.00 \$	14,982.00
8	Testing	2.00	EA	975.00 \$	1,950.00
9	5' Diameter Manhole	1.00	EA	15,250.00 \$	15,250.00
10	5' Diameter Drop Manhole	1.00	LS	4,500.00 \$	4,500.00
11	5' Diam Drop Manhole over Ex. 15"	1.00	EA	11,500.00 \$	11,500.00
12	Concrete Encasement	1.00	EA	2,500.00 \$	2,500.00
OFF-SITE SANITARY SEWER TOTAL					\$ 46,623.00

OFF-SITE STORM SEWER**REVISED APPROVED PLANS 4/27/15**

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	4' x 4' RCB	150.00	LF	220.00 \$	33,000.00
2	48" Class III RCP	(52.00)	LF	155.00 \$	(8,060.00)
3	42" Class III RCP	(98.00)	LF	120.00 \$	(11,760.00)
4	36" Class III RCP	(58.00)	LF	96.00 \$	(5,568.00)
5	30" Class III RCP	(57.00)	LF	85.00 \$	(4,845.00)
6	24" Class III RCP	125.00	LF	70.00 \$	8,750.00
7	3' x 3' Drop Inlet w/ 3' Conc. Apron	1.00	EA	3,050.00 \$	3,050.00
8	Trench Safety	10.00	LF	5.00 \$	50.00
9	Testing	10.00	LF	2.00 \$	20.00
10	Plug 36" Outlet in RCB at Sta: 13+62	1.00	LS	720.00 \$	720.00
11	Connect to RCB at Sta: 16+60	1.00	LS	2,750.00 \$	2,750.00
OFF-SITE STORM SEWER TOTAL					\$ 18,107.00

OFF-SITE PROPOSAL SUMMARY - RFP 015

OFF-SITE WATER - RFP 015 TOTAL	\$ 39,150.00
OFF-SITE SANITARY SEWER TOTAL	\$ 46,623.00
OFF-SITE STORM SEWER TOTAL	\$ 18,107.00
OFF-SITE PROPOSAL SUMMARY - RFP 015 TOTAL	\$ 103,880.00

WATER PLAN REVISIONS SHEETS 6.04 & 6.09 - RFP 016

Item	Description	Quantity	Unit	Unit Bid	Total Bid
SHEET 6.04					
1	Remove 8" PVC	92.00	LF	20.00 \$	1,840.00
2	Remove 8" Gate Valve	2.00	EA	250.00 \$	500.00
3	Remove 12" x 8" Cross	1.00	LS	250.00 \$	250.00
4	12" PVC DR-18	92.00	LF	48.00 \$	4,416.00
5	Tunnel Under RCB	1.00	LS	4,500.00 \$	4,500.00
6	Fittings	0.88	TN	5,000.00 \$	4,400.00
7	12" Gate Valve	2.00	EA	2,000.00 \$	4,000.00
8	12" x 12" Cut-in Cross	1.00	EA	4,000.00 \$	4,000.00
9	Trench Safety	92.00	LF	5.00 \$	460.00
10	Testing	92.00	LF	1.00 \$	92.00
11	Restake	1.00	LS	275.00 \$	275.00
12	Remove & Replace Test Coppers at End of Laterals (12")	2.00	EA	250.00 \$	500.00
SHEETS 6.09					
1	24" x 10" Flange Outlet	1.00	EA	7,500.00 \$	7,500.00
2	10" Gate Valve	1.00	EA	1,950.00 \$	1,950.00
3	10" PVC DR-18	65.00	LF	47.00 \$	3,055.00
4	Fittings	0.04	TN	5,000.00 \$	200.00
5	Trench Safety	65.00	LF	5.00 \$	325.00
6	Testing	65.00	LF	1.00 \$	65.00
7	Staking	65.00	LF	1.00 \$	65.00
WATER PLAN REVISIONS SHEETS 6.04 & 6.09 - RFP 016 TOTAL					\$ 38,393.00

ADDED CONCRETE PAVEMENT PER PLANS DATED JULY 13, 2015 - RFP 017

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	6" Lime Stabilized Subgrade (7%)	209.00	SY	3.50 \$	731.50
2	Lime Material (33 lbs/sy)	3.45	TN	160.00 \$	552.00
3	8" 5000 PSI Concrete Pavement	190.00	SY	50.00 \$	9,500.00
ADDED CONCRETE PAVEMENT PER PLANS DATED JULY 13, 2015 - RFP 017 TOTAL					\$ 10,783.50

ADDITIONAL GATE VALVES IN COMMUNICATIONS PARKWAY - RFP 023

Item	Description	Quantity	Unit	Unit Price	Total Bid
1	Fittings	0.64	TN	5,000.00 \$	3,200.00
2	12" Gate Valve	3.00	EA	2,000.00 \$	6,000.00
3	8" Gate Valve	8.00	EA	1,100.00 \$	8,800.00
4	Charge to Cut-In Gate Valve (12")	3.00	EA	2,750.00 \$	8,250.00
5	Charge to Cut-In Gate Valve (8")	6.00	EA	2,250.00 \$	13,500.00
6	Remove & Replace Test Coppers at End of Laterals (8")	5.00	EA	175.00 \$	875.00
ADDITIONAL GATE VALVES IN COMMUNICATIONS PARKWAY - RFP 023 TOTAL					\$ 40,625.00

OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 2

OFF-SITE PROPOSAL SUMMARY - RFP 008 TOTAL	\$ 122,365.00
FRANCHISE CONDUIT - RFP 012 TOTAL	\$ 285,592.20
OFF-SITE SANITARY SEWER - RFP 013 TOTAL	\$ 19,333.00
OFF-SITE PROPOSAL SUMMARY - RFP 015 TOTAL	\$ 103,880.00
WATER PLAN REVISIONS SHEETS 6.04 & 6.09 - RFP 016 TOTAL	\$ 38,393.00
ADDED CONCRETE PAVEMENT PER PLANS DATED JULY 13, 2015 - R	\$ 10,783.50
ADDITIONAL GATE VALVES IN COMMUNICATION	\$ 40,625.00
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 2 TOTAL	\$ 620,971.70

ADDITIONAL STORM - LATERAL A8-b - RFP 024

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	24" Class III RCP	101.00	LF	70.00 \$	7,070.00
2	4' x 4' Drop Inlet w/ 3' Conc. Apron (Avg Depth @ 4.25')	1.00	EA	4,100.00 \$	4,100.00
3	Extra Depth for 4' x 4' Drop Inlet (Depth @ 8.15')	3.90	VF	175.00 \$	682.50
4	Connect to Existing 6' x 4' RCB	1.00	EA	2,500.00 \$	2,500.00
5	Trench Safety	101.00	LF	5.00 \$	505.00
6	Testing	101.00	LF	2.00 \$	202.00
7	Staking	1.00	LS	250.00 \$	250.00
8	Additional Bond	1.00	LS	200.00 \$	200.00
ADDITIONAL STORM - LATERAL A8-b - RFP 024 TOTAL					\$ 15,509.50

WATER - RFP 025

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	24" Bar-Wrapped RCCP	6.50	LF	175.00 \$	1,137.50
2	Trench Safety	6.50	LF	5.00 \$	32.50
3	Testing	6.50	LF	1.00 \$	6.50
4	Remove Ex. 24" RCCP	6.50	LF	20.00 \$	130.00
WATER - RFP 025 TOTAL					\$ 1,306.50

STORM - REVISED SHEETS 3.04 & 3.05 - RFP 026

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	36" Class III RCP	43.00	LF	96.00 \$	4,128.00
2	30" Class III RCP	(44.00)	LF	85.00 \$	(3,740.00)
3	24" Class III RCP	15.00	LF	70.00 \$	1,050.00
4	Trench Safety	14.00	LF	5.00 \$	70.00
5	Testing	75.00	LF	2.00 \$	150.00
6	Lower Existing 8" Waterline	1.00	LS	4,335.00 \$	4,335.00
7	Concrete Encasement 18" RCCP	20.00	LF	70.00 \$	1,400.00
8	Remove previously installed LAT A21 - 30" RCP	92.00	LF	20.00 \$	1,840.00
9	Additional Bond Costs	1.00	LS	155.00 \$	155.00
STORM - REVISED SHEETS 3.04 & 3.05 - RFP 026 TOTAL					\$ 9,388.00

LOWER EXISTING 12" WATERLINE - RFP 027

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Lower Existing 12" Waterline	1.00	LS	6,050.00 \$	6,050.00
2	Additional Bond Costs	1.00	LS	65.00 \$	65.00
LOWER EXISTING 12" WATERLINE - RFP 027 TOTAL					\$ 6,115.00

ADDITIONAL TURN LANE PAVING ON COMMUNICATIONS - RFP 028

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Construction Staking/Layout	1.00	LS	950.00 \$	950.00
2	One Year 10% Maintenance Bond	1.00	LS	100.00 \$	100.00
3	Turn Lane Excavation	1.00	LS	2,500.00 \$	2,500.00
4	6" Lime Stabilize Pavement (7%)	478.00	SY	3.50 \$	1,673.00
5	Lime Material (33 lbs/sy per Geotech)	8.00	TN	160.00 \$	1,280.00
6	7" 5000 PSI Concrete Pavement	455.00	SY	48.00 \$	21,840.00
7	Median Pavers	113.00	SF	15.00 \$	1,695.00
8	Monolithic Median Nose	2.00	EA	2,000.00 \$	4,000.00
9	Striping/Buttons	1.00	LS	500.00 \$	500.00
10	Signage	1.00	LS	2,400.00 \$	2,400.00
11	Upcharge for Handwork Paving	455.00	SY	10.00 \$	4,550.00
ADDITIONAL TURN LANE PAVING ON COMMUNICATIONS - RFP 028 TOTAL					\$ 41,488.00

ADDITIONAL ZAYO CONDUIT - RFP 029

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Provide 6 - 1.5" Conduit	3,300.00	LF	1.21 \$	3,993.00
2	Provide Sand Embedment	550.00	LF	6.60 \$	3,630.00
3	Remobilization	1.00	LS	6,050.00 \$	6,050.00
ADDITIONAL ZAYO CONDUIT - RFP 029 TOTAL					\$ 13,673.00

REVISED TXDOT PLANS - RFP 032

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Credit Original 10" TxDOT Turn Lane	(552.00)	SY	70.00 \$	(38,640.00)
2	Add Rev'd 10" Tx DOT Turn Lane	675.00	SY	70.00 \$	47,250.00
3	Add 4" Type B HMAC (3' BOC)	807.00	SY	31.24 \$	25,210.68
4	Add 12" Lime Treated Subgrade	807.00	SY	5.00 \$	4,035.00
5	Add Lime Material (72 lbs/sy)	29.00	TN	160.00 \$	4,640.00
6	Add Longitudinal Butt Joint	183.00	LF	10.00 \$	1,830.00
7	Add TxDOT Connection (Core & Grout)	183.00	LF	20.00 \$	3,660.00
8	7" 5000 PSI Concrete Pavement	156.00	SY	48.00 \$	7,488.00
9	Additional Striping	1.00	LS	1,000.00 \$	1,000.00
10	Additional Traffic Control	1.00	LS	500.00 \$	500.00
REVISED TXDOT PLANS - RFP 032 TOTAL					\$ 56,973.68

OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 3

ADDITIONAL STORM - LATERAL A8-b - RFP 024 TOTAL	\$ 15,509.50
WATER - RFP 025 TOTAL	\$ 1,306.50
STORM - REVISED SHEETS 3.04 & 3.05 - RFP 026 TOTAL	\$ 9,388.00
LOWER EXISTING 12" WATERLINE - RFP 027 TOTAL	\$ 6,115.00
ADDITIONAL TURN LANE PAVING ON COMMUNICATIONS - RFP 028 TOTAL	\$ 41,488.00
ADDITIONAL ZAYO CONDUIT - RFP 029 TOTAL	\$ 13,673.00
REVISED TXDOT PLANS - RFP 032 TOTAL	\$ 56,973.68
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 3 TOTAL	\$ 144,453.68

TEMPORARY STRIPING JC PENNEY - RFP 033

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	4" WK ZN Removable Buttons Yellow	8,000.00	LF	1.05 \$	8,400.00
2	4" WK ZN Removable Buttons White	8,000.00	LF	1.05 \$	8,400.00
3	8" WK ZN Removable Buttons White	500.00	LF	2.20 \$	1,100.00
4	24" WK ZN Removable Stop Bar	4.00	EA	280.00 \$	1,120.00
5	Arrow WK ZN Removable Button	6.00	EA	140.00 \$	840.00
6	Combo Arrow WK ZN Removable Button	4.00	EA	200.00 \$	800.00
7	Remove 4" Existing Buttons	300.00	EA	1.10 \$	330.00
8	Remove Existing Arrow	5.00	EA	100.00 \$	500.00
9	Temporary Signage per TCP	1.00	LS	4,500.00 \$	4,500.00
10	Remove Buttons & Devices	1.00	LS	950.00 \$	950.00

TEMPORARY STRIPING JC PENNEY - RFP 033 TOTAL \$ 26,940.00

TEMPORARY ASPHALT FOR JC PENNEY TCP - RFP 034

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	4" Type B HMAC Paving	450.00	SY	23.00 \$	10,350.00

TEMPORARY ASPHALT FOR JC PENNEY TCP - RFP 034 TOTAL \$ 10,350.00

OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 4

TEMPORARY STRIPING JC PENNEY - RFP 033 TOTAL				\$	26,940.00
TEMPORARY ASPHALT FOR JC PENNEY TCP - RFP 034 TOTAL				\$	10,350.00
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 4 TOTAL				\$	37,290.00

REVISED BRICK PAVERS - RFP 035

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Upcharge for Pavestone Holland Concrete Pavers	1.00	LS	7,590.00 \$	7,590.00

REVISED BRICK PAVERS - RFP 035 TOTAL \$ 7,590.00

PHASE 1-C COMMUNICATIONS (SH 121 TO LEGACY) - RFP 037

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	ONCOR Pull Boxes	8.00	EA	605.00 \$	4,840.00
2	2" PVC Conduit With Pull Sting	6,000.00	LF	6.25 \$	37,500.00
3	Street Light Foundations	35.00	EA	935.00 \$	32,725.00
4	Light Poles	35.00	EA	8,315.00 \$	291,025.00
5	Survey and Staking	6,000.00	LF	1.00 \$	6,000.00

PHASE 1-C COMMUNICATIONS (SH 121 TO LEGACY) - RFP 037 TOTAL \$ 372,090.00

ALTERNATE BORE IF NEEDED - RFP 037

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	2" PVC Conduit With Pull String Bore	400.00	LF	18.50 \$	7,400.00
ALTERNATE BORE IF NEEDED - RFP 037 TOTAL					\$ 7,400.00

OFF-SITE PROPOSAL SUMMARY - RFP 037

PHASE 1-C COMMUNICATIONS (SH 121 TO LEGACY) - RFP 037 TOTAL					\$ 372,090.00
ALTERNATE BORE IF NEEDED - RFP 037 TOTAL					\$ 7,400.00
OFF-SITE PROPOSAL SUMMARY - RFP 037 TOTAL					\$ 379,490.00

BILLING LINE ITEM RECONCILIATION - RFP 038

Item	Description	Quantity	Unit	Unit Bid	Total Bid
10003	Inspection Fees	(1.00)	LS	69,000.00 \$	(69,000.00)
11001	Construction Fence	(1.00)	EA	2,500.00 \$	(2,500.00)
11003	Tree Protection Fence	(2,056.67)	LF	1.50 \$	(3,085.01)
11006	Temporary Barb Wire fence	(4,000.00)	LF	5.00 \$	(20,000.00)
13004	Topsoil Replacement	(24.00)	AC	1,200.00 \$	(28,800.00)
13005	Seeding	(40.00)	AC	500.00 \$	(20,000.00)
13004	OffSite Topsoil	(23.40)	AC	1,200.00 \$	(28,080.00)
13005	OffSite Seeding	(23.40)	AC	500.00 \$	(11,700.00)
50011	Pothole Utilities	(1.00)	LS	5,000.00 \$	(5,000.00)
17040	PW H/W 8' x 4 RCB	(1.00)	EA	23,000.00 \$	(23,000.00)
17041	TY PR2 Rail on 2-8'x4' PW Headwall	(195.00)	LF	60.00 \$	(11,700.00)
BILLING LINE ITEM RECONCILIATION - RFP 038 TOTAL					\$ (222,865.01)

ADD TELECOM VAULT TWC, MOVE EXISTING VAULT TWC - RFP 041

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Install Time Warner Vault 48X24X36 per TWC To Connect Fiber System	1.00	EA	1,925.00 \$	1,925.00
2	Install Additional 4" Conduit for Vault	1.00	LS	1,155.00 \$	1,155.00
3	Adjust Existing Vault to Avoid Existing Utilities Under the Street	1.00	LS	2,695.00 \$	2,695.00
ADD TELECOM VAULT TWC, MOVE EXISTING VAULT TWC - RFP 041 1 \$					5,775.00

ADD TELECOM BOXES ON DUCT STUB UP LOCATIONS - RFP 041

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Install Telecom Pull Boxes on New Interduct Pipes at Sub Up Locations 17X24X36	12.00	EA	275.00 \$	3,300.00
2	Supply Pull Box 17X24X36	12.00	EA	220.00 \$	2,640.00
3	Adjust Existing Pull Box to Match New Grade	4.00	EA	218.00 \$	872.00
ADD TELECOM BOXES ON DUCT STUB UP LOCATIONS - RFP 041 TOTAL					\$ 6,812.00

PROPOSAL SUMMARY - RFP 041

ADD TELECOM VAULT TWC, MOVE EXISTING VAULT TWC - RFP 041 TOTAL	\$ 5,775.00
ADD TELECOM BOXES ON DUCT STUB UP LOCATIONS - RFP 041 TOTAL	\$ 6,812.00
PROPOSAL SUMMARY - RFP 041 TOTAL	\$ 12,587.00

LANDSCAPE - RFP 043

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Crepe Myrtle (45 Gal)	25.00	EA	577.00 \$	14,425.00
2	Shumard Red Oak (8")	6.00	EA	3,936.00 \$	23,616.00
3	Southern Live Oak (8" Cal)	9.00	EA	4,007.00 \$	36,063.00
4	Parry's Agave (5 Gal)	90.00	EA	44.00 \$	3,960.00
5	Red Yucca (5 Gal)	452.00	EA	25.00 \$	11,300.00
6	Autumn Glow Myrtle (3 Gal)	450.00	EA	18.00 \$	8,100.00
7	Weeping Love Grass (1 Gal)	546.00	EA	9.00 \$	4,914.00
8	Purple Winter Creeper (1 Gal)	1,151.00	EA	6.00 \$	6,906.00
9	Bermuda Sod	9,500.00	SY	3.00 \$	28,500.00
10	Decomposed Granite (4")	1,520.00	SY	46.80 \$	71,136.00
11	Shredded Hardwood Mulch (3")	103.00	CY	88.00 \$	9,064.00
12	Bed Preparation	1,111.00	SY	7.00 \$	7,777.00
13	Steel Edging	1,200.00	LF	4.40 \$	5,280.00
LANDSCAPE - RFP 043 TOTAL					\$ 231,041.00

IRRIGATION - RFP 043

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Irrigation System	1.00	LS	125,700.00 \$	125,700.00
IRRIGATION - RFP 043 TOTAL					\$ 125,700.00

MISCELLANEOUS ALLOWANCES - RFP 043

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Restore JCP Irrigation System	1.00	LS	25,000.00 \$	25,000.00
2	12" x 2" Tapping Sleeve and Valve	1.00	LS	7,500.00 \$	7,500.00
3	City Meter Fee	1.00	LS	3,500.00 \$	3,500.00
4	Construction Staking	1.00	LS	12,000.00 \$	12,000.00
MISCELLANEOUS ALLOWANCES - RFP 043 TOTAL					\$ 48,000.00

SALES TAX (IF REQUIRED) - RFP 043

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Sales Tax (If Required)	1.00	LS	30,000.00 \$	30,000.00
SALES TAX (IF REQUIRED) - RFP 043 TOTAL					\$ 30,000.00

ADD ALTERNATE - RFP 043

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	ESP 24 Station Satellite Cont	1.00	EA	5,100.00 \$	5,100.00
ADD ALTERNATE - RFP 043 TOTAL					\$ 5,100.00

PROPOSAL SUMMARY - RFP 043

LANDSCAPE - RFP 043 TOTAL	\$ 231,041.00
IRRIGATION - RFP 043 TOTAL	\$ 125,700.00
MISCELLANEOUS ALLOWANCES - RFP 043 TOTAL	\$ 48,000.00
SALES TAX (IF REQUIRED) - RFP 043 TOTAL	\$ 30,000.00
ADD ALTERNATE - RFP 043 TOTAL	\$ 5,100.00
PROPOSAL SUMMARY - RFP 043 TOTAL	\$ 439,841.00

SALES TAX FOR STREET LIGHTING - RFP 044

Item	Description	Quantity	Unit	Unit Bid	Total Bid
1	Sales Tax for Street Lights	1.00	LS	10,520.00 \$	10,520.00
SALES TAX FOR STREET LIGHTING - RFP 044 TOTAL					\$ 10,520.00

OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 5

REVISED BRICK PAVERS - RFP 035 TOTAL	\$	7,590.00
OFF-SITE PROPOSAL SUMMARY - RFP 037 TOTAL	\$	379,490.00
BILLING LINE ITEM RECONCILIATION - RFP 038 TOTAL	\$	(222,865.01)
PROPOSAL SUMMARY - RFP 041 TOTAL	\$	12,587.00
PROPOSAL SUMMARY - RFP 043 TOTAL	\$	439,841.00
SALES TAX FOR STREET LIGHTING - RFP 044 TOTAL	\$	10,520.00
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 5 TOTAL	\$	627,162.99

OFF-SITE PROPOSAL SUMMARY

OFF-SITE PROPOSAL SUMMARY TOTAL	\$	7,633,710.50
CHANGE ORDER NO. 1 TOTAL	\$	1,116,170.50
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 2 TOTAL	\$	620,971.70
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 3 TOTAL	\$	144,453.68
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 4 TOTAL	\$	37,290.00
OFF-SITE PROPOSAL SUMMARY - CHANGE ORDER NO. 5 TOTAL	\$	627,162.99
OFF-SITE PROPOSAL SUMMARY TOTAL	\$	10,179,759.37



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:		08/22/2016		
Department:		Technology Services - Radio Shop		
Department Head		Chris Chiancone		
Agenda Coordinator (include phone #): Corey Isaacs x7134				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and the City of Allen, Texas, and the Collin County Community College District for the use of a shared radio frequency; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17 to 2020-21	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	450,000	450,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	39,195	39,195
BALANCE	0	0	489,195	489,195
FUND(S): INTERLOCAL RADIO FUND				
<p>COMMENTS: This item will generate additional revenue in the amount of \$7,839 annually for five years. Two-thirds of the additional revenue collected will be used by the City of Plano to maintain the shared Radio Communications System, while the remaining one-third of revenue collected will be disbursed to the City of Allen for maintenance of the system within Allen's jurisdiction.</p> <p>STRATEGIC PLAN GOAL: Entering into an agreement to extend usage of the Plano, Allen, Wylie and Murphy public safety radio network to Collin College in exchange for annual payments relates to the City's goal of a Safe Large City and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
See Recommendation Memo				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo Resolution Interlocal Cooperation Agreement				



Memorandum

Date: Monday August 8, 2016

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Chris Chiancone, Chief Information Officer

Subject: Collin College Radio Agreement with PAWM Network

The City of Plano and the City of Allen are co-owners of the Plano, Allen, Wylie and Murphy (PAWM) public safety radio network. This system is utilized by multiple agencies in Collin and Denton Counties for radio voice and data communications among first responders. In addition to the PAWM system, Collin College administers various campuses throughout the county and provides police services for each school. This agreement will integrate Collin College into the PAWM network, allowing mutual benefit by providing seamless communications between public safety agencies and support for both day-to-day operations, as well as emergency situations. In addition, this partnership will improve the ability to coordinate operations during events such as the Plano Balloon Festival and Texas Music Revolution.

Collin College will pay a yearly fee of \$7,839.00 to join the network. The fees incurred will be used to offset the cost to operate and maintain the PAWM radio network. Revenue will be deposited into Inter-local Radio Fund # 17.237.4836.

Collin College is requesting three (3) unique talk groups and will operate 43 two-way radios including a dispatch position. The PAWM network is of sufficient size and operational capacity to integrate Collin College into the system without any adverse operability issues or performance degradation.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and the City of Allen, Texas, and the Collin County Community College District for the use of a shared radio frequency; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Allen, Collin County Community College District 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, the City Council finds that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

Section II. The City Manager or his 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 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTER LOCAL COOPERATION AGREEMENT
FOR RADIO SYSTEM USE**

This Inter Local Cooperation Agreement (“Agreement”) is made by and among the CITIES OF PLANO, TEXAS, AND ALLEN, TEXAS, both Texas home-rule municipalities (collectively hereinafter referred to as “Cities”), and the Collin County Community College District, a public community college established under Chapter 130 of the Texas Education Code, (hereinafter referred to as “Collin College”) acting by and through their duly authorized representatives (the Cities and Collin College collectively referred to as “the Parties” or individually as “Party”).

Recitals

WHEREAS, the Cities and Collin College are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the “Act”) provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the Cities jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (hereinafter referred to as “System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Collin College wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, any payments that the Parties are required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, the Cities and Collin College, for and in consideration of the and terms and conditions contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

I. TERM

The term of this Agreement is for a period of five (5) years, beginning on the 1st day of July, 2016, and ending on the 30th day of June, 2021 (“Initial Term”). Thereafter the term of this Agreement shall automatically be renewed for successive terms of three (3) years each (each a “Renewal Term”) , unless sooner terminated by any Party by providing to the other Parties written notice of termination at least 180 days before the end of the then current term. For purposes of this Agreement “term” shall mean the Initial Term and

“term” shall mean the Initial Term and any Renewal Term. This Agreement may be terminated at any time during the term of this Agreement in accordance with Section 4.02 or Article VI of this Agreement.

II. OBLIGATIONS OF COLLIN COLLEGE

Section 2.01 Collin College shall use the System in accordance with this Agreement to provide integration of communications by Collin College between its users on the System for governmental operations.

Section 2.02 When using the System, Collin College shall abide by all applicable federal and state laws and regulations, including any regulations of Cities specific to the System. When Collin College uses the System for interoperability with Talkgroups (hereinafter defined) other than those provided by this Agreement, Collin College will also abide by the user rules of those Talkgroups.

Section 2.03 Collin College must provide a written request to the Plano System Manager to activate radios (hereinafter referred to as “Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the user, and identifying Talkgroups required in the Subscriber Unit.

Section 2.04 Collin College is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Digital system, and for maintenance of the Subscriber Units. Collin College is responsible for all software and hardware required to program these Subscriber Units should it choose a different manufacturer than the Cities.

Section 2.05 Collin College shall use reasonable efforts to acquire equipment necessary to utilize the System in accordance with all applicable local, state, and federal law. In the event Collin College is unable to obtain equipment necessary to utilize the System prior to January 1, 2017, Collin College shall provide 15 days written notice to the Cities prior to that date. In the event Collin College provides said written notice to the Cities prior to January 1, 2017, this Agreement shall terminate automatically without further obligation of the Parties.

III. OBLIGATIONS OF CITIES

Section 3.01 The Cities agree to lease to Collin College three (3) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as “Talkgroup”)--comparable to a channel on a conventional radio system, for the exclusive use of Collin College. Talkgroups will be established for Collin College by the Cities.

Section 3.02 The Cities will not activate radios on Collin College Talkgroups nor make changes to Collin College radios without first receiving authorization from the designated representative of Collin College, unless in the opinion of the Cities, such action is necessary to eliminate harmful interference, in which case the Cities shall provide written notice of any such change to Collin College.

Section 3.03 Cities are also responsible for:

- (1) Coordinating Talkgroups among System users;

- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups as required by Collin College;
- (3) The operation, maintenance, and control of the System.

Article IV. FEES

Section 4.01 The fees assessed against Collin College and due annually for services and use of the System are as follows:

(1)	Lease radio airtime (per radio, per month)	\$ 8.56
(2)	Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3)	Administrative and Technical fee (per month)	\$96.30

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points which, if incurred by the Cities, may be billed separately to Collin College.

Section 4.02 The Cities may increase the fees listed in Section 4.01 at the beginning of each fiscal year by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days' prior written notice to Collin College before increasing the fees. Notwithstanding any other provision of this Agreement, if the Cities provide written notice to Collin College of an increase to any of the fees referenced in this Article, Collin College may terminate this Agreement by providing to the Cities written notice to terminate within 90 days after receipt of the Cities written notice to increase the System fees.

Section 4.03 Based on the fees set out in this Article, the Cities will calculate the annual fee due based upon the total number of radios and Talkgroups and submit a written invoice to Collin College on or before October 1st of each year. This amount is subject to change when Collin College adds or deletes the number of radios and/or Talkgroups in service. Collin College must notify the Plano System Manager in writing of any addition or deletion of radios and/or Talkgroups by facsimile to 972-941-7945 or by sending an e-mail to the following address: Rongo@plano.gov, or such other email address as Cities or the City of Plano may designate. This notification need not be sent in accordance with the notice requirements under Article XI of this Agreement. The amount owed for annual fees for subsequent additions of radio/Talkgroups will be prorated for the fiscal year in which they are added, invoiced immediately, and amounts will be due within 30 days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next fiscal year. No refunds will be given for payments made for radios/Talkgroups deleted after annual payment until the next fiscal year.

Article V. PAYMENT DUE

Collin College agrees to pay the Cities the annual fees specified in Article IV within thirty (30) days after the receipt of the invoice. Should Collin College add radios or Talkgroups to the service within a term, Collin College agrees to pay the additional fee(s) due within thirty (30) days after receipt of the invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party.

Article VI. TERMINATION

Termination of this Agreement may occur by any one or more of the following:

- (1) Any Party may terminate this Agreement at any time by giving one hundred and eighty (180) days prior written notice to the other Parties in which event Collin College shall pay all fees incurred through the effective date of termination; or
- (2) Upon written notice by the Cities if the Cities permanently discontinue the operation of its System in which event this Agreement shall terminate on the date of discontinuance without refund or any fees paid by Collin College prior to the date of such termination; or
- (3) Upon written notice by the Cities to Collin College if Collin College is in breach of this Agreement and such breach is not been cured within thirty (30) days after receipt of such notice.

Article VII. RELEASE AND HOLD HARMLESS

To the extent allowed by law, each Party does hereby waive all claims against and release the other Parties and its respective officers, agents, and employees from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each Party is responsible for its proportionate share of liability, if any.

Article VIII. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, their sovereign or governmental immunity or any legal or equitable defense to any form of liability. The Parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in third parties not signatories hereto.

Article IX. ASSIGNMENT

This Agreement may not be assigned by any Party without the consent of the other Parties.

Article X. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Cities and Collin College, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The Parties may amend this Agreement only by written instrument signed by Collin College and the Cities.

Article XI. NOTICES

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 on the day actually received when sent by courier or otherwise hand delivered.

If intended for Collin County College, to:

Collin College Representative:
Vice President of Administrative Services/CFO
Collin Higher Education Center
3452 Spur 399
McKinney, Texas 75069

If intended for Plano, to:

Plano Representative:
Director, Public Safety
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

If intended for Allen, to:

Police Chief
City of Allen
205 W. McDermott
Allen, Texas 75013

With copy to:

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

With copy to:

City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

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

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
1800 Ross Tower
Dallas, Texas 75201

Article XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Parties have executed this Agreement pursuant to duly authorized action of their respective governing bodies on the dates indicated below.

Article XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held 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 Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Article XIV. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties

agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

Article XV. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the Cities, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for any Party.

Article XVI. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

Article XVII. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

Article XVIII 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.

EXECUTED on the dates indicated below:

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**

BY:



Dr. J. Robert Collins
Chair, Board of Trustees

CITY OF PLANO, TEXAS

BY:

Bruce D. Glasscock
City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

CITY OF ALLEN, TEXAS

BY: 
Peter H. Vargas, City Manager

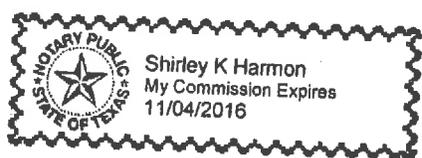
APPROVED AS TO FORM:

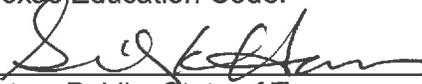

Peter G. Smith, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 30th day of June, 2016, by Dr. J. Robert Collins, Chair, Board of Trustees of the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code.




Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

This instrument was acknowledged before me on the 20th day of July, 2016, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.



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:		08/22/16			
Department:		Fire			
Department Head		Sam Greif, Fire Chief			
Agenda Coordinator (include phone #): Cynthia Morgan, Ext. 7164					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; 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:	FY2016-17	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					
<p>COMMENTS: Fiscal impact is not determinable at this time; it will depend on the total number of hours required beyond reciprocal use of Plano facilities and equipment. Any related costs will be covered by approved FY 2016-17 Budget appropriations within the Fire Department.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements relate to Financially Strong City with Service Excellence, Safe Large City, and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
Agreement for Plano Fire-Rescue to use the City of Richardson's Fire Training Center. The term is for a period of one (1) year. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution & Interlocal Cooperation Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Richardson for use, on a temporary basis, the Fire Training Center located in the City of Richardson, a 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 attached hereto as Exhibit "A".

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS §
§
COUNTIES OF COLLIN §
AND DALLAS §

**INTERLOCAL COOPERATION AGREEMENT
FOR USE OF THE CITY FIRE TRAINING CENTER**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Richardson, Texas (the “City”) and the City of Plano, Texas (“Plano”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City owns and operates a Fire Training Center for the training of its fire fighters (the “Fire Training Center”); and

WHEREAS, Plano desires to use the Fire Training Center in accordance with the terms and conditions set forth herein; and

WHEREAS, the City desires to allow Plano to use the Fire Training Center as set forth herein; and

WHEREAS, the governing bodies of the City and Plano have authorized this Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each, unless either Party provides written notice to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. City may suspend or

immediately terminate the use of the Fire Training Center by Plano for any unsafe, dangerous or other unauthorized use of the Fire Training Center.

Article II Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Plano may use the Fire Training Center.

Article III Definitions

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

“City” shall mean the City of Richardson, Texas, acting by and through its City Manager, or designee.

“Effective Date” shall mean the last date of execution of this Agreement by all of the Parties.

“Fire Science Training” shall collectively mean live fire training in pursuit of basic fire certification and ladder training above four floors, driving/pumping, high angle rescue, ventilation exercise, and any fire, Emergency Medical, and specialized rescue training related to fire department services.

“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, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Plano” shall mean the City of Plano, Texas, acting by and through its City Manager, or designee.

Article IV Use of Fire Training Center

4.1 Fire Science Training Use. (a) Plano may use the designated Fire Training Center facilities during the periods approved by the City. Plano shall contact the City Fire Department to schedule dates and times for use of the designated Fire Training Center Facilities.

(b) City shall provide at least one (1) fire personnel on site during the Fire Science Training. Plano may not use the Fire Training Center at any time during which the City does not have at least one (1) representative on site. City shall provide the necessary personnel to operate

the fire systems for the live Fire Science Training for each Class. Plano agrees and acknowledges that only City personnel may operate the fire systems.

(c) Plano is solely responsible for providing the personnel for the Fire Science Training unless the Parties agree otherwise in writing. Plano Fire Science Training shall at all times be in compliance with National Fire Protection Association Standard (NFPA) #1403, "Standard on Live Fire Training Evolutions," and at least one (1) Certified Fire Safety Officer shall be involved in all evolutions/uses conducted at the Fire Training Center, and that that certification be current and through the Texas Commission on Fire Protection (TCFP) or the International Fire Service Accreditation Congress (IFSAC).

(d) Plano shall comply at all times with the City rules for the Fire Training Center adopted from time to time by the City Fire Department.

4.2 Fees. Plano, as payment of fee for the use of the Fire Training Center, shall provide Richardson with an equal number of hours of training with Plano equipment and facilities as agreed by the Fire Chiefs of the respective Parties. If, however, more training hours are needed, Plano shall pay to the City the fees set forth in the Fee Schedule for use of the Fire Training Center on a monthly basis within thirty (30) days after receipt of a City itemized invoice. Plano shall, prior to any use of the Fire Training Center, pay to the City the deposit, if required.

4.3 Insurance. Plano shall obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

- (a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against claims, demands or actions relating to Plano use of the Fire Training Center pursuant to this Agreement with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit, and Four Million Dollars (\$4,000,000) aggregate, including products and completed operations coverage Personal and Advertising Injury, with a minimum "per occurrence" limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to the City, as relates to Plano operations.
- (b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- (c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of Plano pursuant to this Agreement involving the use

of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

- (d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.
- (e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against the City. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.
- (f) Additional Insured Status. With the exception of Worker's Compensation Insurance/Employer's Liability Insurance, all insurance required pursuant to this Agreement shall be endorsed to name City as additional insureds using Additional Insured Endorsements for the City under Texas law, including products/completed operations.
- (g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use of the Fire Training Center under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation, waiver of subrogation, City as additional insureds, and shall be primary with City insurance coverage being non-contributory. At the renewal of the required insurance policies, Plano shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Plano shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to the City is a condition precedent to the continuation of the use of the Fire Training Center by Plano. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsement shall remain in effect until the expiration or termination of this Agreement. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by City as relates to Plano operations.

(h) Carriers. All policies of insurance required to be obtained by Plano pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A - VII or better” by AM Best or other equivalent rating service.

4.4 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party’s officers, agents and employees in the execution and performance of this Agreement.

Article V Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the City, to:

Dan Johnson
City Manager
City of Richardson, Texas
411 West Arapaho Road
P.O. Box 830309
Richardson, Texas 75083-0309

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Plano, to:

Bruce D. Glasscock
City Manager
City of Plano, Texas
1520 K Avenue
Plano, Texas 75074

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.4 Severability. In the event that 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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.8 Exhibits. The exhibits to this Agreement are incorporated herein.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2016.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTIES OF COLLIN §
AND DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **DAN JOHNSON**, City Manager of the **CITY OF RICHARDSON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Richardson Fire Training Center Fee Schedule

Indoor Classroom Only (All fees are per hour)		
Single Room	\$50	M-F 08:00-17:00
	\$100	M-F 17:00-22:00 & Weekends
Double Room	\$75	M-F 08:00-17:00
	\$150	M-F 17:00-22:00 & Weekends

Training Tower with Outdoor Classroom (All fees are per hour)		
Less than 14 people	\$100	(no burning)
14 or more people	\$150	(no burning)
Burning Class A Only	+ \$25	(must supply own fuel)
Class B: 1 Floor	+ \$50	(includes fuel)
Class B: 2 Floors	+ \$80	(includes fuel)
Trench Rescue & Confined Space Prop Only	\$50	M-F 08:00-17:00
	\$90	M-F 17:00-22:00 & Weekends
Vehicle Propane Fire Prop Only (Includes 1 Fire Control Officer & 1 Safety Officer)	\$150 + cost of fuel	Propane Costs are typically \$100/hour, depending on speed of rotations
Driving Simulator	\$150	M-F 08:00-17:00
SCBA Maze Only	\$50	M-F 08:00-17:00

- Plano must supply all Class A fuels to be used and replace any material used for ventilation props/ceiling tiles or sheetrock.
- Fees include 1 RFD staff member plus one additional for 1 floor burning or 2 additional for 2 floor burning.
- Plano is responsible for all clean-up.



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:		08/22/16		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Megan Hostick x 7479				
CAPTION				
A Resolution of the City of Plano, Texas, nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	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): NA				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Nominating JC Penney to the Office of the Governor Economic Development and Tourism as a qualified business and enterprise project relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Request for Enterprise Project Nomination for job retention benefits.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Request				
Resolution				



6501 Legacy Drive
Plano, TX 75024
jcp.com

August 8, 2016

Mr. Bruce Glasscock
City Manager
City of Plano
Post Office Box 860358
Plano, Texas 75086

Dear Mr. Glasscock:

J. C. Penney Company, Inc. is a holding company whose principal operating subsidiary is J. C. Penney Corporation, Inc. (collectively referred to as "JCPenney"). J. C. Penney Corporation, Inc. was incorporated in Delaware in 1924, and J. C. Penney Company, Inc. was incorporated in Delaware in 2002, when the holding company structure was implemented. J. C. Penney Company, Inc. is a publicly-traded corporation on the New York Stock Exchange under the symbol "JCP" and, as the holding company, has no independent assets or operations, and no direct subsidiaries other than J. C. Penney Corporation, Inc.

Since its founding by James Cash Penney in 1902, JCPenney has grown to be a major retailer, operating 1,094 department stores in 49 states and Puerto Rico with 2015 annual revenue of \$12.6 billion. JCPenney sells apparel, footwear, accessories, jewelry, beauty products, and home furnishings. In addition, JCPenney department stores provide customers with services such as salon, optical, portrait photography, and custom decorating. Today, JCPenney has approximately 109,015 employees worldwide. JCPenney has 111 locations in Texas where they employ approximately 13,292 people, including the 2,538 employees located at their world headquarters at 6501 Legacy Drive, Plano, Texas 75024.

Between April 26, 2016 and September 1, 2021, JCPenney anticipates spending over \$25 million in capital investments to renovate and update its Plano headquarters above and beyond the capital investment projects associated with its current Enterprise Project designation (EP998-090115-P). These planned investments include, but may not be limited to, the following: renovating the entire space that JCPenney occupies with updated ceiling grid and tile, adding glass office fronts, replacing drywall and painting to improve functionality and aesthetics of the working environment, modernizing the interior and exterior signage and branding, buying new workstations for added comfort and employee mobility, moving offices from the perimeter of the building toward the inner core to foster team building, updating wall renovations, purchasing new office furniture, and adding plumbing upgrades. In addition, JC Penney will be improving its technology systems with added data and voice wiring, incorporating soundmasking elements in strategic areas and adding an upgraded audio/visual system. Building and employees security will also be improved throughout the campus. All of these investments will be made to the physical area that JCPenney continues to occupy at 6501 Legacy Drive. These improvements and upgrades are crucial to the competitiveness and necessary to JCPenney's future growth in the City of Plano as well as nationally.

Mr. Bruce Glasscock
City of Plano
August 8, 2016

JCPenney's headquarters are located outside of an enterprise zone in Census Tract 316.56, Block Group 2, in Collin County, with a 0.00% poverty level. JCPenney commits to hiring thirty-five percent (35%) economically disadvantaged persons, enterprise zone residents, or honorably discharged veterans for its new permanent jobs at the qualified business site submitted for certification under its Enterprise Project designation, if so awarded.

JCPenney expects to retain the 2,538 permanent jobs at its Plano headquarters and submit 500 of those jobs for certification under its Enterprise Project designation, if so awarded. These jobs meet the definition of a "retained job" in the Texas Government Code §2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit. JCPenney qualifies under Texas Government Code §2303.404 to receive an Enterprise Project designation for the activity described above because it (1) involves an expansion, renovation, or new construction; (2) it will be completed within the predetermined period of time not to exceed 5 years; and (3) JCPenney utilizes an accounting system that allows for tracking of payroll, income and expenses related to its Plano headquarters facility.

As a result of the significant planned capital investment projects and commitment to retain permanent jobs at its Plano headquarters, JCPenney has respectfully requested a nomination from the City of Plano to the Office of the Governor, Economic Development & Tourism as a Texas Enterprise Project to seek job retention benefits.

JCPenney continues the legacy of founder James Cash Penney of giving back with a strong commitment to support the communities where it operates. Main national and local philanthropic efforts include providing grants and sponsorships, disaster relief, in-kind donations, and community engagement through associate giving and volunteerism. JCPenney associates strive to make their community a better place to live and to work through volunteer efforts and financial support for a variety of organizations, benefiting a wide array of people throughout their community.

JCPenney is proud to be an integral part of the Plano community and will continue to be an active participant, contributor, and corporate citizen. JCPenney looks forward to working with the Texas Enterprise Zone Program and the City of Plano in the coming years.

Sincerely,



Christopher J. Strawbridge
Director – State & Federal Audits, Sales, Use & Property Tax
J. C. Penney Corporation, Inc.

A Resolution of the City of Plano, Texas, nominating J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.

WHEREAS, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, ("Act") authorizes the designation of enterprise projects within an enterprise zone (or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone); and

WHEREAS, the City of Plano, Texas ("City") desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, on June 22, 2015 the Plano, Texas City Council approved Ordinance 2015-6-11, electing to continue participating in the Texas Enterprise Zone Program and providing for local incentives available in each area within an enterprise zone and in each area not in an enterprise zone, which local incentives are the same today as they were provided in Ordinance 2015-6-11; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") will consider J. C. Penney Corporation, Inc. as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, J. C. Penney Corporation, Inc. has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that J. C. Penney Corporation, Inc. has represented to the City that it meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. J. C. Penney Corporation is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private and neighborhood entities within the area; and
3. The designation of J. C. Penney Corporation, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that J. C. Penney Corporation, Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates J. C. Penney Corporation, Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate J. C. Penney Corporation, Inc. as an enterprise project pursuant to the Act.

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

Section I. The City Council finds that J. C. Penney Corporation, Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

Section II. That the findings of the City and its actions approving this resolution taken at the City Council meeting are hereby approved and adopted.

Section III. That the enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

Section IV. The City Manager, or his authorized designee, is hereby authorized to execute any documents in connection with the nomination on behalf of the City of Plano referenced above.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/16		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Megan Hostick x7479				
CAPTION				
A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2016 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: 2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: The Quarterly Investment Portfolio Summary relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending June 30, 2016.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2016 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the quarter ending June 30, 2016, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2016, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

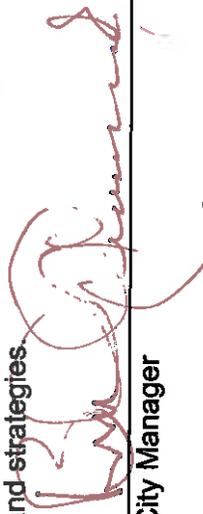
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
June 30, 2016

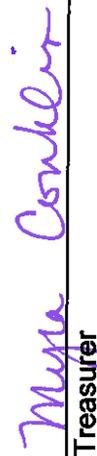
The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



City Manager



Director of Finance



Treasurer



Treasury Analyst

Information received since the Federal Open Market Committee met in April indicates that the pace of improvement in the labor market has slowed while growth in economic activity appears to have picked up. Although the unemployment rate has declined, job gains have diminished. Growth in household spending has strengthened. Since the beginning of the year, the housing sector has continued to improve and the drag from net exports appears to have lessened, but business fixed investment has been soft. Inflation has continued to run below the Committee's 2 percent longer-run objective, partly reflecting earlier declines in energy prices and in prices of non-energy imports. Market-based measures of inflation compensation declined; most survey-based measures of longer-term inflation expectations are little changed, on balance, in recent months.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee currently expects that, with gradual adjustments in the stance of monetary policy, economic activity will expand at a moderate pace and labor market indicators will strengthen. Inflation is expected to remain low in the near term, in part because of earlier declines in energy prices, but to rise to 2 percent over the medium term as the transitory effects of past declines in energy and import prices dissipate and the labor market strengthens further. The Committee continues to closely monitor inflation indicators and global economic and financial developments. Against this backdrop, the Committee decided to maintain the target range for the federal funds rate at 1/4 to 1/2 percent. The stance of monetary policy remains accommodative, thereby supporting further improvement in labor market conditions and a return to 2 percent inflation. In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. In light of the current shortfall of inflation from 2 percent, the Committee will carefully monitor actual and expected progress toward its inflation goal. The Committee expects that economic conditions will evolve in a manner that will warrant only gradual increases in the federal funds rate; the federal funds rate is likely to remain, for some time, below levels that are expected to prevail in the longer run. However, the actual path of the federal funds rate will depend on the economic outlook as informed by incoming data.

The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction, and it anticipates doing so until normalization of the level of the federal funds rate is well under way. This policy, by keeping the Committee's holdings of longer-term securities at sizable levels, should help maintain accommodative financial conditions.

Voting for the FOMC monetary policy action were: Janet L. Yellen, Chair; William C. Dudley, Vice Chairman; Lael Brainard; James Bullard; Stanley Fischer; Esther L. George; Loretta J. Mester; Jerome H. Powell; Eric Rosengren; and Daniel K. Tarullo.

Asset Type	Avg Yield	June 30, 2016		March 31, 2016	
		End Book Value	End Market Value	End Book Value	End Market Value
Pools/NOW Accounts	0.35%	159,300,530.77	159,300,530.77	95,776,923.24	95,776,923.24
Certificates of Deposit	0.60%	40,348,618.58	40,348,618.58	40,348,618.58	40,348,618.58
FFCB Bonds	1.14%	11,005,359.59	11,008,928.00	11,005,795.14	11,009,860.00
FHLB Bonds	0.55%	6,027,077.55	6,029,734.00	12,048,803.41	12,056,452.00
FHLMC Bonds	0.85%	75,498,158.61	75,551,757.00	110,821,447.53	110,885,560.00
FNMA Bonds	1.49%	22,017,900.96	22,033,392.00	21,005,226.21	21,011,121.00
TVA Bonds	0.86%	13,240,207.38	13,270,257.06	207,279,163.96	208,045,767.80
Municipal Bonds	1.47%	209,040,160.76	210,366,725.70	13,384,716.19	13,395,692.82
Totals		536,478,014.20	537,909,943.11	511,670,694.26	512,529,995.44

Average Yield (1):

Total Portfolio 0.85%

Fiscal Year-to-Date Average Yield (2):

Total Portfolio 0.82%

This Quarter:

Rolling Six Month Treasury Yield	0.42%
Rolling Two Year Treasury Yield	0.80%
TexPool Yield	0.32%

Last 12 Months:

Rolling Six Month Treasury Yield	0.33%
Rolling Two Year Treasury Yield	0.78%
TexPool Yield	0.21%

Investment Earnings (3):

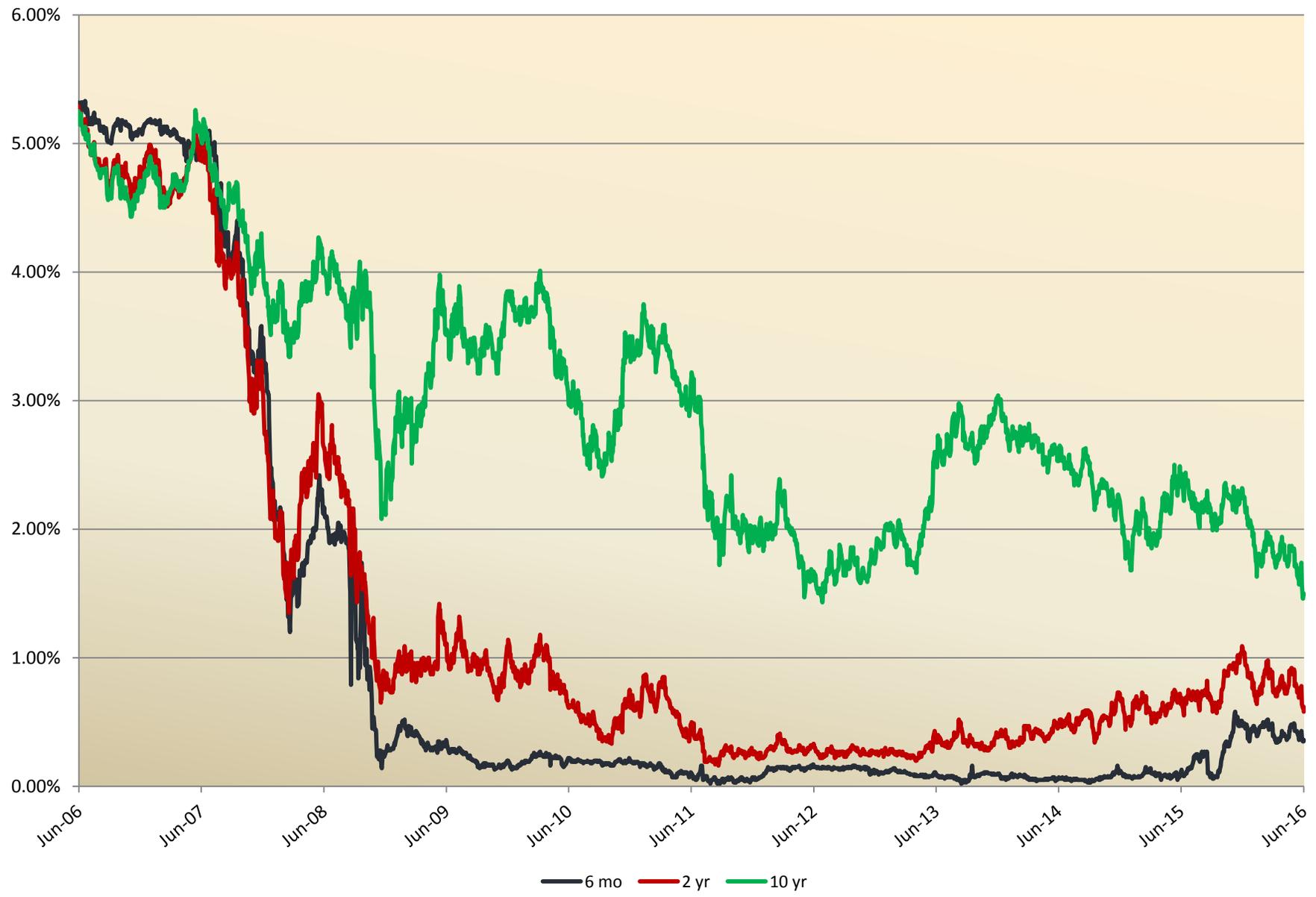
Quarter	\$ 1,647,320
Fiscal Year To Date	\$ 3,715,431

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

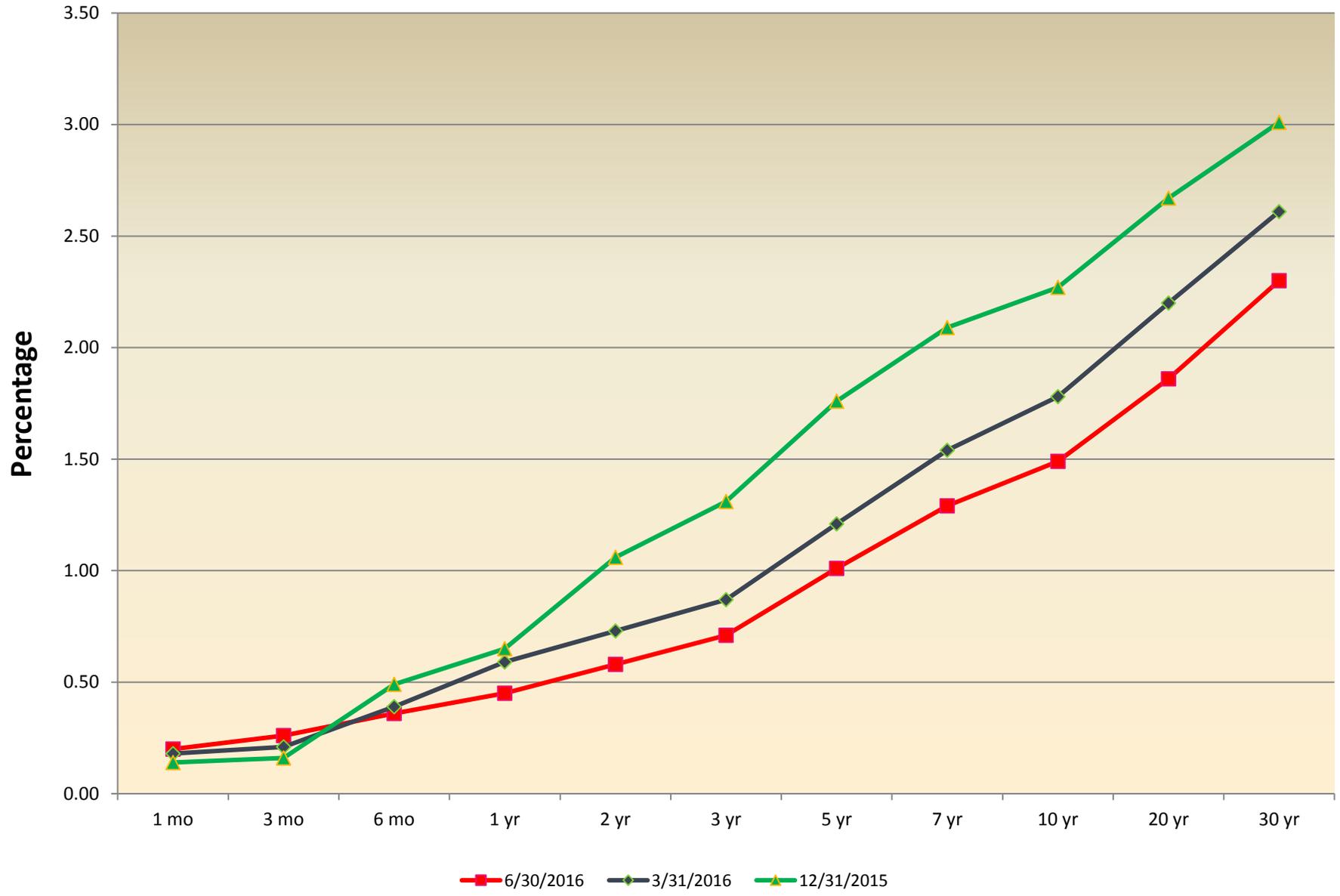
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and Amortized Premium/Discount.

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
June 30, 2016

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account		0.35%	07/01/2016	03/31/2016		66,925,471.55	66,925,471.55	66,925,471.55	100.00	66,925,471.55	0.03	0.35%	-
Frost NOW Account		0.00%	07/01/2016	03/31/2016		25,133,049.87	25,133,049.87	25,133,049.87	100.00	25,133,049.87	0.03	0.00%	-
Legacy NOW Account		0.43%	07/01/2016	03/31/2016		30,624,815.87	30,624,815.87	30,624,815.87	100.00	30,624,815.87	0.03	0.46%	-
TexPool	AAAm/NA	0.33%	07/01/2016	03/31/2016		12,915,091.46	12,915,091.46	12,915,091.46	100.00	12,915,091.46	0.03	0.36%	-
Texas Daily	AAAm/NA	0.41%	07/01/2016	03/31/2016		8,702,102.02	8,702,102.02	8,702,102.02	100.00	8,702,102.02	0.03	0.44%	-
Texas TERM	AAAf/NA	0.46%	09/01/2016	02/29/2016		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.46%	-
Texas TERM	AAAf/NA	0.67%	04/08/1900	02/29/2016		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	0.03	0.67%	-
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	4.36	0.60%	636.48
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	5.05	0.75%	2,004.76
Certificate of Deposit		0.50%	12/16/2016	12/17/2015		246,102.50	246,102.50	246,102.50	100.00	246,102.50	5.54	0.50%	660.77
Certificate of Deposit		0.60%	01/13/2017	01/13/2016		5,203,854.54	5,203,854.54	5,203,854.54	100.00	5,203,854.54	6.46	0.60%	14,456.74
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	6.46	0.60%	782.81
Certificate of Deposit		0.60%	01/30/2017	01/30/2016		10,314,914.43	10,314,914.43	10,314,914.43	100.00	10,314,914.43	7.02	0.60%	25,773.16
Certificate of Deposit		0.70%	03/10/2017	03/10/2016		3,091,911.34	3,091,911.34	3,091,911.34	100.00	3,091,911.34	8.30	0.70%	6,641.26
Certificate of Deposit		0.60%	03/11/2017	03/11/2016		248,887.53	248,887.53	248,887.53	100.00	248,887.53	8.33	0.60%	454.13
Certificate of Deposit		0.57%	05/30/2017	02/29/2016		20,502,757.49	20,502,757.49	20,502,757.49	100.00	20,502,757.49	10.95	0.57%	39,061.97
Certificate of Deposit		1.19%	06/27/2017	11/27/2015		244,989.74	244,989.74	244,989.74	100.00	244,989.74	11.87	1.19%	1,729.61
FFCB	AAA/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,764.08	100.15	2,000,882.00	3.48	0.62%	2,448.89
FFCB	AAA/AA+	1.28%	09/06/2018	09/11/2015	09/06/2016	9,000,000.00	9,007,650.00	9,005,595.51	100.08	9,008,046.00	26.16	1.25%	36,480.00
FHLB	AAA/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,003.59	100.09	4,001,348.00	2.52	0.50%	5,833.33
TIF Funds	AAA/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,027,073.96	102.50	2,028,386.00	3.64	0.64%	20,215.28
FHLMC	AAA/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,013,231.23	101.55	6,014,880.00	0.59	0.93%	148,500.00
FHLMC	AAA/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,063,559.78	100.59	30,070,170.00	1.84	0.60%	208,333.33
FHLMC	AAA/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,413,316.34	103.76	16,450,480.00	7.57	0.85%	297,777.78
FHLMC	AAA/AA+	1.00%	09/08/2017	09/11/2015	09/08/2016	10,000,000.00	10,004,900.00	10,002,927.88	100.02	10,008,740.00	14.26	0.98%	31,111.11
FHLMC	AAA/AA+	1.14%	10/15/2018	10/15/2015	07/15/2016	3,000,000.00	2,999,520.00	2,999,633.43	100.03	3,001,197.00	27.44	1.15%	7,125.00
FHLMC	AAA/AA+	1.38%	06/28/2019	06/28/2016	12/28/2016	10,000,000.00	10,005,500.00	10,005,489.95	100.06	10,006,290.00	35.84	1.36%	763.89
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016	09/16/2016	12,000,000.00	12,000,000.00	12,000,000.00	100.08	12,009,792.00	38.46	1.45%	50,266.67
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	12/15/2016	10,000,000.00	10,018,000.00	10,017,900.96	100.24	10,023,600.00	47.41	1.53%	6,583.33
TVA	AAA/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,240,207.38	106.05	13,270,257.06	12.56	0.86%	312,642.00
Municipal Bond	AA3/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,631,834.14	102.83	1,632,464.00	7.54	0.80%	24,000.00
Municipal Bond	AA1/AA+	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,500,510.20	101.07	4,500,000.00	0.03	0.80%	111,875.00
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.18	710,688.70	4.52	0.92%	815.61
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	398,502.31	101.39	398,385.15	4.52	0.62%	1,481.25
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	521,633.49	105.06	522,055.00	16.49	0.79%	2,500.00
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,002,024.07	100.04	3,000,600.00	2.07	0.55%	9,371.25
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,588,162.29	101.79	2,598,960.00	18.49	1.13%	24,777.50
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	103.94	1,879,703.10	19.51	1.35%	21,054.82
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,360,491.09	105.90	1,365,962.00	13.48	0.95%	25,252.50
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	454,389.70	101.23	457,447.50	24.98	1.20%	3,127.14
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,757,048.78	103.11	1,789,066.50	46.95	1.78%	3,161.30
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,630,501.22	102.26	1,632,829.80	5.05	0.91%	5,187.78
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,733,506.39	104.87	2,739,802.50	11.02	1.05%	11,461.69
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	2,923,242.59	108.90	2,958,707.20	22.98	1.48%	12,073.02
Municipal Bond	AA2/AA+	1.80%	05/01/2019	02/24/2016		4,000,000.00	4,074,760.00	4,066,589.16	101.38	4,085,360.00	33.93	1.20%	11,800.00
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,379,392.94	100.41	1,380,953.75	7.54	0.72%	6,362.81
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	680,207.26	110.56	692,412.50	37.41	1.53%	10,425.00
Municipal Bond	AA2/AA	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,654,973.56	108.97	1,690,275.00	31.48	1.69%	25,511.06
Municipal Bond	AA2/AA	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	482,594.37	103.76	482,798.10	7.54	0.70%	8,812.50
Municipal Bond	AA2/AA	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	497,912.48	100.35	502,135.00	17.02	1.40%	441.85
Municipal Bond	AA2/AA	2.00%	02/01/2019	03/22/2016		450,000.00	460,719.00	459,694.24	102.24	461,619.00	31.02	1.15%	2,450.00
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,678,745.22	104.90	10,749,300.90	47.93	1.62%	135,474.71
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	226,979.05	101.18	228,726.00	23.97	1.65%	2,357.21
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,987,327.67	101.18	2,002,623.20	23.97	1.65%	20,638.65
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	610,320.88	101.18	615,018.80	23.97	1.65%	6,338.27
Municipal Bond	AA3/AA	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,054,809.23	101.18	5,082,800.00	23.97	1.54%	52,382.36
Municipal Bond	AA1/NA	2.35%	03/01/2018	09/17/2015		435,000.00	448,672.05	444,292.72	102.83	447,632.40	19.97	1.05%	3,379.10
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,410,589.80	102.21	2,413,546.25	8.00	0.72%	23,552.08
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,897,920.07	105.78	1,908,029.60	19.05	1.36%	33,771.18
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	5,925,518.26	104.59	5,952,972.60	16.03	1.18%	37,465.00
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	682,290.05	103.39	683,393.90	10.00	0.85%	4,359.44
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,000,438.00	100.05	2,000,360.00	3.05	0.55%	3,149.61
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,712,623.33	104.83	1,715,242.00	9.02	0.75%	22,176.08
Municipal Bond	NA/AA	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,004,454.17	100.75	2,012,760.00	8.00	1.10%	9,520.00
Municipal Bond	AA2/AA	3.25	2/15/2019	6/27/2016		10,000,000.00	10,583,200.00	10,581,383.18	105.96	10,596,400.00	31.48	1.00%	120,972.22
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	706,116.22	107.49	709,335.55	19.05	1.04%	13,761.81
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.63	503,005.00	11.02	1.60%	644.44
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	459,020.50	103.20	467,163.00	32.95	1.45%	2,447.50
Municipal Bond	AA3/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,074,189.91	102.19	10,208,200.00	31.02	1.70%	82,777.78
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.68	255,587.50	25.44	1.92%	1,801

Detail of Security Holdings
June 30, 2016

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AAA	3.82%	05/01/2017	02/01/2016		1,200,000.00	1,243,488.00	1,229,151.30	103.18	1,229,856.00	10.00	0.90%	7,518.57
Municipal Bond	AA2/AA+	5.00%	06/15/2019	04/22/2016		955,000.00	1,062,972.30	1,056,488.32	111.77	1,067,374.85	35.41	1.32%	1,989.58
Municipal Bond	BAA1/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,214,075.48	101.26	2,213,533.35	1.51	0.69%	33,075.00
Municipal Bond	AA1/AAA	1.35%	03/15/2018	09/17/2015		1,195,000.00	1,199,385.65	1,198,002.48	100.52	1,205,312.85	20.43	1.20%	4,705.31
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,000,763.77	100.27	2,004,040.00	8.46	0.95%	5,833.33
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,038,376.80	101.18	8,082,800.00	20.43	1.36%	38,500.00
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,273,971.26	106.52	6,294,387.30	15.02	1.05%	78,010.60
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,882,157.75	101.45	1,882,331.25	1.05	0.77%	40,276.56
Municipal Bond	AA1/AA+	3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	3,064,789.76	108.63	3,105,388.50	36.95	1.40%	46,133.50
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	283,625.85	101.55	285,194.00	21.97	1.16%	862.71
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	445,804.40	100.67	445,787.65	1.05	0.55%	4,834.74
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	604,659.09	103.47	604,938.80	8.00	0.72%	8,776.25
Municipal Bond	AAA/AAA	3.13%	02/15/2017	03/14/2016		4,250,000.00	4,341,077.50	4,311,975.81	102.05	4,312,985.00	7.54	0.78%	49,804.69
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	524,957.38	106.31	534,135.00	37.41	1.70%	6,296.25
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	268,939.31	102.29	269,939.60	9.02	1.00%	1,965.42
Municipal Bond	AA2/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,266,741.29	107.35	1,291,302.10	25.44	1.53%	18,224.12
Municipal Bond	NA/AAA	0.92%	06/01/2017	04/22/2015		1,500,000.00	1,504,815.00	1,502,098.37	100.17	1,505,055.00	11.02	0.77%	1,116.50
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,008,749.42	100.93	2,023,640.00	22.98	1.18%	2,281.33
Municipal Bond	AA3/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,474,182.11	103.51	2,470,539.20	7.54	0.70%	45,187.50
Municipal Bond	AA3/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,689,506.63	107.47	2,691,170.25	19.51	0.90%	47,343.75
Municipal Bond	AA2/AA	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,265,566.38	104.64	1,269,185.75	10.00	0.95%	10,038.19
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	783,479.14	106.39	790,348.15	21.97	1.15%	4,909.53
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	100.42	1,298,120.95	13.02	0.86%	4,593.40
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,002,983.38	101.17	1,003,000.00	1.05	0.56%	16,555.56
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,252,789.78	105.24	1,254,453.20	19.97	1.08%	13,941.18
Municipal Bond	AAA/AAA	1.73%	07/01/2018	06/24/2016		890,000.00	905,646.20	905,518.82	101.87	906,634.10	23.97	0.85%	7,655.73
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,142,620.64	102.17	1,142,136.20	3.05	0.56%	13,968.06
Municipal Bond	AA1/AA+	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.99	2,706,934.00	19.51	1.41%	14,180.55
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,028,370.79	101.57	5,118,600.00	35.93	1.60%	44,650.56
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,660,794.02	105.50	12,766,100.75	43.44	1.49%	134,279.17
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,585,615.08	105.11	2,624,325.00	25.44	1.55%	30,234.38
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	255,565.05	105.89	257,864.95	22.98	1.38%	730.24
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,755,122.63	106.49	2,797,452.10	24.98	1.55%	42,659.40
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,432,819.91	103.43	5,455,332.60	13.02	1.10%	77,733.98
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	333,690.69	103.43	334,841.00	13.02	1.05%	4,771.21
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,403,890.90	101.14	8,518,524.00	19.05	1.30%	46,239.67
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,394,064.19	101.97	1,393,232.50	10.00	0.88%	5,766.64
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,622,868.30	107.91	9,700,290.00	21.97	1.20%	74,487.50
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,628,550.50	100.28	2,628,071.25	2.07	0.45%	10,768.26
TOTAL						529,631,149.35	548,578,813.25	536,478,014.20		537,909,943.11	13.28	0.85%	3,194,235.43

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

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

- AAA-** capacity to meet its financial commitment on the obligation is extremely strong
- AA-** capacity to meet its financial commitment on the obligation is very strong
- A-** somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong (may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

Moody's Ratings Definitions:

- AAA-** obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk
- AA-** obligations rated Aa are judged to be of high quality and are subject to very low credit risk
- A-** obligations rated A are judged to be upper-medium grade and are subject to low credit risk (the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

Detail of Security Holdings
June 30, 2016

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account		0.35%	07/01/2016	03/31/2016		66,925,471.55	66,925,471.55	66,925,471.55	100.00	66,925,471.55	0.03	0.35%	
Frost NOW Account		0.00%	07/01/2016	03/31/2016		25,133,049.87	25,133,049.87	25,133,049.87	100.00	25,133,049.87	0.03	0.00%	-
Legacy NOW Account		0.43%	07/01/2016	03/31/2016		30,624,815.87	30,624,815.87	30,624,815.87	100.00	30,624,815.87	0.03	0.46%	-
TexPool	AAAm/NA	0.33%	07/01/2016	03/31/2016		12,915,091.46	12,915,091.46	12,915,091.46	100.00	12,915,091.46	0.03	0.36%	-
Texas Daily	AAAm/NA	0.41%	07/01/2016	03/31/2016		8,702,102.02	8,702,102.02	8,702,102.02	100.00	8,702,102.02	0.03	0.44%	-
Municipal Bond	AA1/AA+	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,500,510.20	101.07	4,500,000.00	0.03	0.80%	111,875.00
TIF Funds	AAA/AA+	5.50%	01/03/1900	02/21/2012		6,000,000.00	7,182,724.81	6,013,231.25	101.55	6,014,880.00	4.36	0.93%	148,500.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,882,157.75	101.45	1,882,331.25	5.05	0.77%	40,276.56
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	445,804.40	100.67	445,787.65	5.54	0.55%	4,834.74
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,002,983.38	101.17	1,003,000.00	6.46	0.56%	16,555.56
Municipal Bond	BAA1/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,214,075.48	101.26	2,213,533.35	6.46	0.69%	33,075.00
FHLMC	AAA/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,063,559.78	100.59	30,070,170.00	7.02	0.60%	208,333.33
Texas TERM	AAAf/NA	0.67%	08/26/2016	02/29/2016		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	8.30	0.67%	-
Texas TERM	AAAf/NA	0.46%	09/01/2016	02/29/2016		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.46%	-
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,002,024.07	100.04	3,000,600.00	8.33	0.55%	9,371.25
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,628,550.50	100.28	2,628,071.25	10.95	0.45%	10,768.26
FHLB	AAA/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,003.59	100.09	4,001,348.00	11.87	0.50%	5,833.33
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,000,438.00	100.05	2,000,360.00	3.48	0.55%	3,149.61
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,142,620.64	102.17	1,142,136.20	26.16	0.56%	13,968.06
FFCB	AAA/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,764.08	100.15	2,000,882.00	2.52	0.62%	2,448.89
TIF Funds	AAA/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,027,073.96	102.50	2,028,386.00	3.64	0.64%	20,215.28
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	0.59	0.60%	636.48
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.18	710,688.70	1.84	0.92%	815.61
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	398,502.31	101.39	398,385.15	7.57	0.62%	1,481.25
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	14.26	0.75%	2,004.76
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,630,501.22	102.26	1,632,829.80	27.44	0.91%	5,187.78
Certificate of Deposit		0.50%	12/16/2016	12/17/2015		246,102.50	246,102.50	246,102.50	100.00	246,102.50	35.84	0.50%	660.77
Certificate of Deposit		0.60%	01/13/2017	01/13/2016		5,203,854.54	5,203,854.54	5,203,854.54	100.00	5,203,854.54	38.46	0.60%	14,456.74
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	47.41	0.60%	782.81
Certificate of Deposit		0.60%	01/30/2017	01/30/2016		10,314,914.43	10,314,914.43	10,314,914.43	100.00	10,314,914.43	12.56	0.60%	25,773.16
Municipal Bond	AA3/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,631,834.14	102.83	1,632,464.00	7.54	0.80%	24,000.00
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,379,392.94	100.41	1,380,953.75	0.03	0.72%	6,362.81
Municipal Bond	AA2/AA	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	482,594.37	103.76	482,798.10	4.52	0.70%	8,812.50
Municipal Bond	AAA/AAA	3.13%	02/15/2017	03/14/2016		4,250,000.00	4,341,077.50	4,311,975.81	102.05	4,312,985.00	4.52	0.78%	49,804.69
Municipal Bond	AA3/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,474,182.11	103.51	2,470,539.20	16.49	0.70%	45,187.50
FHLMC	AAA/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,413,316.34	103.76	16,450,480.00	2.07	0.85%	297,777.78
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,410,589.80	102.21	2,413,546.25	18.49	0.72%	23,552.08
Municipal Bond	NA/AA	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,004,454.17	100.75	2,012,760.00	19.51	1.10%	9,520.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	604,659.09	103.47	604,938.80	13.48	0.72%	8,776.25
Certificate of Deposit		0.70%	03/10/2017	03/10/2016		3,091,911.34	3,091,911.34	3,091,911.34	100.00	3,091,911.34	24.98	0.70%	6,641.26
Certificate of Deposit		0.60%	03/11/2017	03/11/2016		248,887.53	248,887.53	248,887.53	100.00	248,887.53	46.95	0.60%	454.13
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,000,763.77	100.27	2,004,040.00	5.05	0.95%	5,833.33
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,712,623.33	104.83	1,715,242.00	11.02	0.75%	22,176.08
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	268,939.31	102.29	269,939.60	22.98	1.00%	1,965.42
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	682,290.05	103.39	683,393.90	33.93	0.85%	4,359.44
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	565,510.01	100.13	566,288.20	7.54	1.10%	1,120.43
Municipal Bond	AA1/AAA	3.82%	05/01/2017	02/01/2016		1,200,000.00	1,243,488.00	1,229,151.30	103.18	1,229,856.00	37.41	0.90%	7,518.57
Municipal Bond	AA2/AA	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,265,566.38	104.64	1,269,185.75	31.48	0.95%	10,038.19
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,394,064.19	101.97	1,393,232.50	7.54	0.88%	5,766.64
Certificate of Deposit		0.57%	05/30/2017	02/29/2016		20,502,757.49	20,502,757.49	20,502,757.49	100.00	20,502,757.49	17.02	0.57%	39,061.97
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,733,506.39	104.87	2,739,802.50	31.02	1.05%	11,461.69
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.63	503,005.00	47.93	1.60%	644.44
Municipal Bond	NA/AAA	0.92%	06/01/2017	04/22/2015		1,500,000.00	1,504,815.00	1,502,098.37	100.17	1,505,055.00	23.97	0.77%	1,116.50
Certificate of Deposit		1.19%	06/27/2017	11/27/2015		244,989.74	244,989.74	244,989.74	100.00	244,989.74	23.97	1.19%	1,729.61
TVA	AAA/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,240,207.38	106.05	13,270,257.06	23.97	0.86%	312,642.00
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	100.42	1,298,120.95	23.97	0.86%	4,593.40
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,432,819.91	103.43	5,455,332.60	19.97	1.10%	77,733.98
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	333,690.69	103.43	334,841.00	8.00	1.05%	4,771.21
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,360,491.09	105.90	1,365,962.00	19.05	0.95%	25,252.50
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.69	252,320.00	16.03	1.47%	1,380.00
FHLMC	AAA/AA+	1.00%	09/08/2017	09/11/2015	09/08/2016	10,000,000.00	10,004,900.00	10,002,927.88	100.02	10,008,740.00	10.00	0.98%	31,111.11
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,273,971.26	106.52	6,294,387.30	3.05	1.05%	78,010.60
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	5,925,518.26	104.59	5,952,972.60	9.02	1.18%	37,465.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	521,633.49	105.06	522,055.00	8.00	0.79%	2,500.00
Municipal Bond	AA2/AA	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	497,912.48	100.35	502,135.00	31.48	1.40%	441.85
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,588,162.29	101.79	2,598,960.00	19.05	1.13%	24,777.50
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,897,920.07	105.78	1,908,029.60	11.02	1.36%	33,771.18
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	706,116.22	107.49	709,335.55	32.95	1.04%	13,761.81
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,403,890.90	101.14	8,518,524.00	31.02	1.30%	46,239.67
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	103.94	1,879,703.10	25.44	1.35%	21,054.82
Municipal Bond	AA3/AAA	5.00%	02/15/2018	04/30/2013	</								

Detail of Security Holdings
June 30, 2016

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	262,336.46	106.29	265,090.00	10.00	1.65%	1,820.40
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	283,625.85	101.55	285,194.00	35.41	1.16%	862.71
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	783,479.14	106.39	790,348.15	1.51	1.15%	4,909.53
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,622,868.30	107.91	9,700,290.00	20.43	1.20%	74,487.50
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	2,923,242.59	108.90	2,958,707.20	8.46	1.48%	12,073.02
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,008,749.42	100.93	2,023,640.00	20.43	1.18%	2,281.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	255,565.05	105.89	257,864.95	15.02	1.38%	730.24
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	226,979.05	101.18	228,726.00	1.05	1.65%	2,357.21
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,987,327.67	101.18	2,002,623.20	36.95	1.65%	20,638.65
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	610,320.88	101.18	615,018.80	21.97	1.65%	6,338.27
Municipal Bond	AA3/AA	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,054,809.23	101.18	5,082,800.00	1.05	1.54%	52,382.36
Municipal Bond	AAA/AAA	1.73%	07/01/2018	06/24/2016		890,000.00	905,646.20	905,518.82	101.87	906,634.10	8.00	0.85%	7,655.73
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	454,389.70	101.23	457,447.50	7.54	1.20%	3,127.14
Municipal Bond	AA1/AA+	2.50%	08/01/2018	02/02/2016		5,000,000.00	5,184,500.00	5,154,323.82	103.54	5,185,950.00	37.41	1.00%	51,736.11
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,755,122.63	106.49	2,797,452.10	9.02	1.55%	42,659.40
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.68	255,587.50	25.44	1.92%	1,801.88
Municipal Bond	AA2/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,266,741.29	107.35	1,291,302.10	11.02	1.53%	18,224.12
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,585,615.08	105.11	2,624,325.00	22.98	1.55%	30,234.38
FFCB	AAA/AA+	1.28%	09/06/2018	09/11/2015	09/06/2016	9,000,000.00	9,007,650.00	9,005,595.51	100.08	9,008,046.00	7.54	1.25%	36,480.00
FHLMC	AAA/AA+	1.14%	10/15/2018	10/15/2015	07/15/2016	3,000,000.00	2,999,520.00	2,999,633.43	100.03	3,001,197.00	19.51	1.15%	7,125.00
Municipal Bond	AA2/AA	2.00%	02/01/2019	03/22/2016		450,000.00	460,719.00	459,694.24	102.24	461,619.00	10.00	1.15%	2,450.00
Municipal Bond	AA3/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,074,189.91	102.19	10,208,200.00	21.97	1.70%	82,777.78
Municipal Bond	AA2/AA	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,654,973.56	108.97	1,690,275.00	13.02	1.69%	25,511.06
Municipal Bond	AA2/AA	3.25	2/15/2019	6/27/2016		10,000,000.00	10,583,200.00	10,581,383.18	105.96	10,596,400.00	1.05	1.00%	120,972.22
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	537,021.27	108.90	543,525.00	19.97	1.80%	7,725.08
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	459,020.50	103.20	467,163.00	23.97	1.45%	2,447.50
Municipal Bond	AA2/AA+	1.80%	05/01/2019	02/24/2016		4,000,000.00	4,074,760.00	4,066,589.16	101.38	4,085,360.00	3.05	1.20%	11,800.00
Municipal Bond	AA2/AA+	5.00%	06/15/2019	04/22/2016		955,000.00	1,062,972.30	1,056,488.32	111.77	1,067,374.85	19.51	1.32%	1,989.58
FHLMC	AAA/AA+	1.38%	06/28/2019	06/28/2016	12/28/2016	10,000,000.00	10,005,500.00	10,005,489.95	100.06	10,006,290.00	35.93	1.36%	763.89
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,028,370.79	101.57	5,118,600.00	43.44	1.60%	44,650.56
Municipal Bond	AA1/AA+	3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	3,064,789.76	108.63	3,105,388.50	25.44	1.40%	46,133.50
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	680,207.26	110.56	692,412.50	22.98	1.53%	10,425.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	524,957.38	106.31	534,135.00	24.98	1.70%	6,296.25
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016	09/16/2016	12,000,000.00	12,000,000.00	12,000,000.00	100.08	12,009,792.00	13.02	1.45%	50,266.67
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,660,794.02	105.50	12,766,100.75	13.02	1.49%	134,279.17
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,757,048.78	103.11	1,789,066.50	19.05	1.78%	3,161.30
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	12/15/2016	10,000,000.00	10,018,000.00	10,017,900.96	100.24	10,023,600.00	10.00	1.53%	6,583.33
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,678,745.22	104.90	10,749,300.90	21.97	1.62%	135,474.71
Municipal Bond	AA2/AA-	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,087,570.00	102.06	3,061,680.00	2.07	1.25%	1,166.67
TOTAL						529,631,149.35	548,578,813.25	536,478,014.22		537,909,943.11	13.28	0.85%	3,194,235.43

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

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

AAA- capacity to meet its financial commitment on the obligation is extremely strong

AA- capacity to meet its financial commitment on the obligation is very strong

A- somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong (may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

Moody's Ratings Definitions:

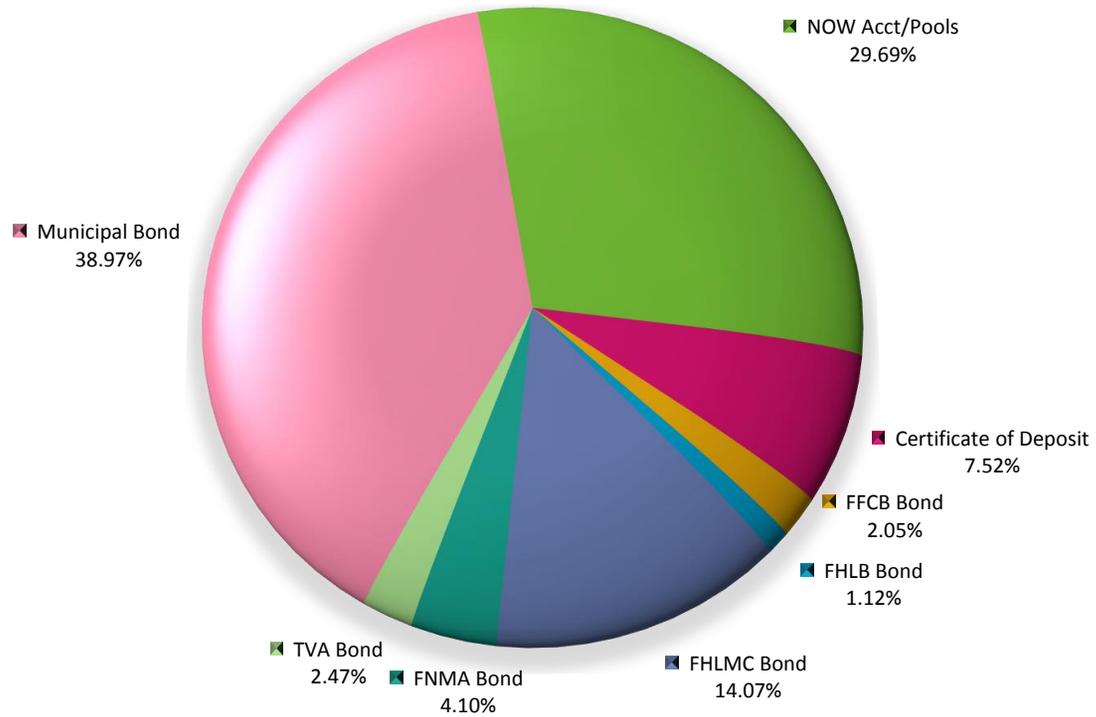
AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

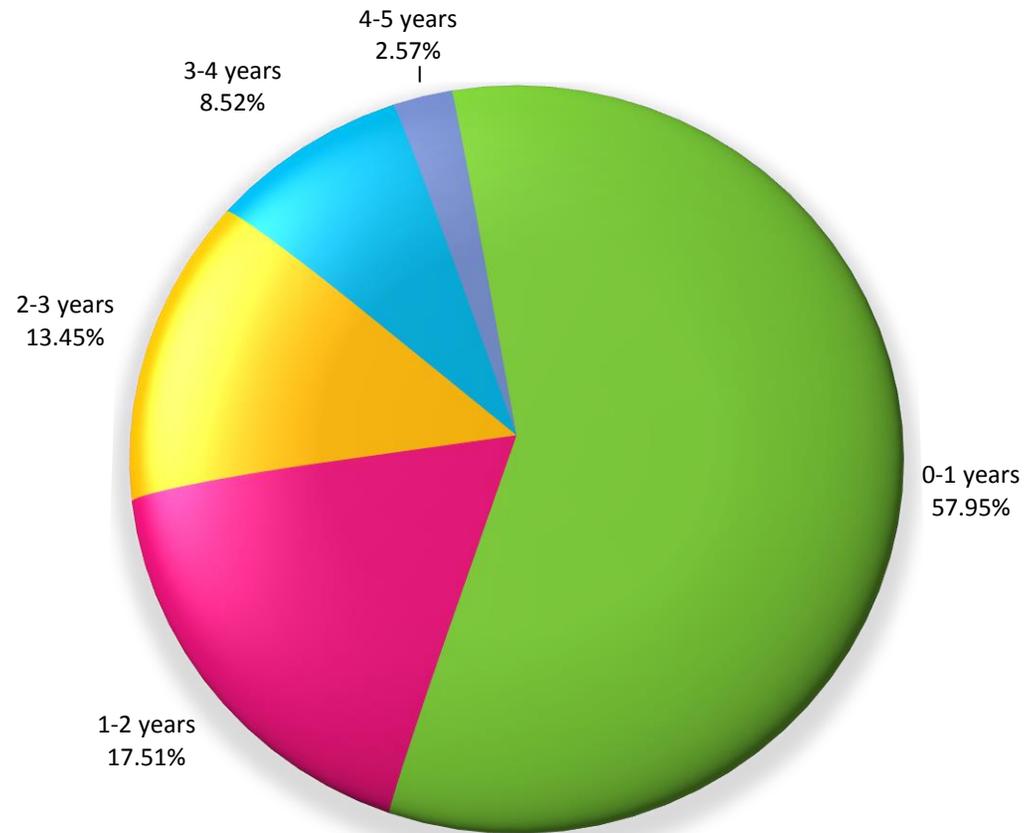
A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

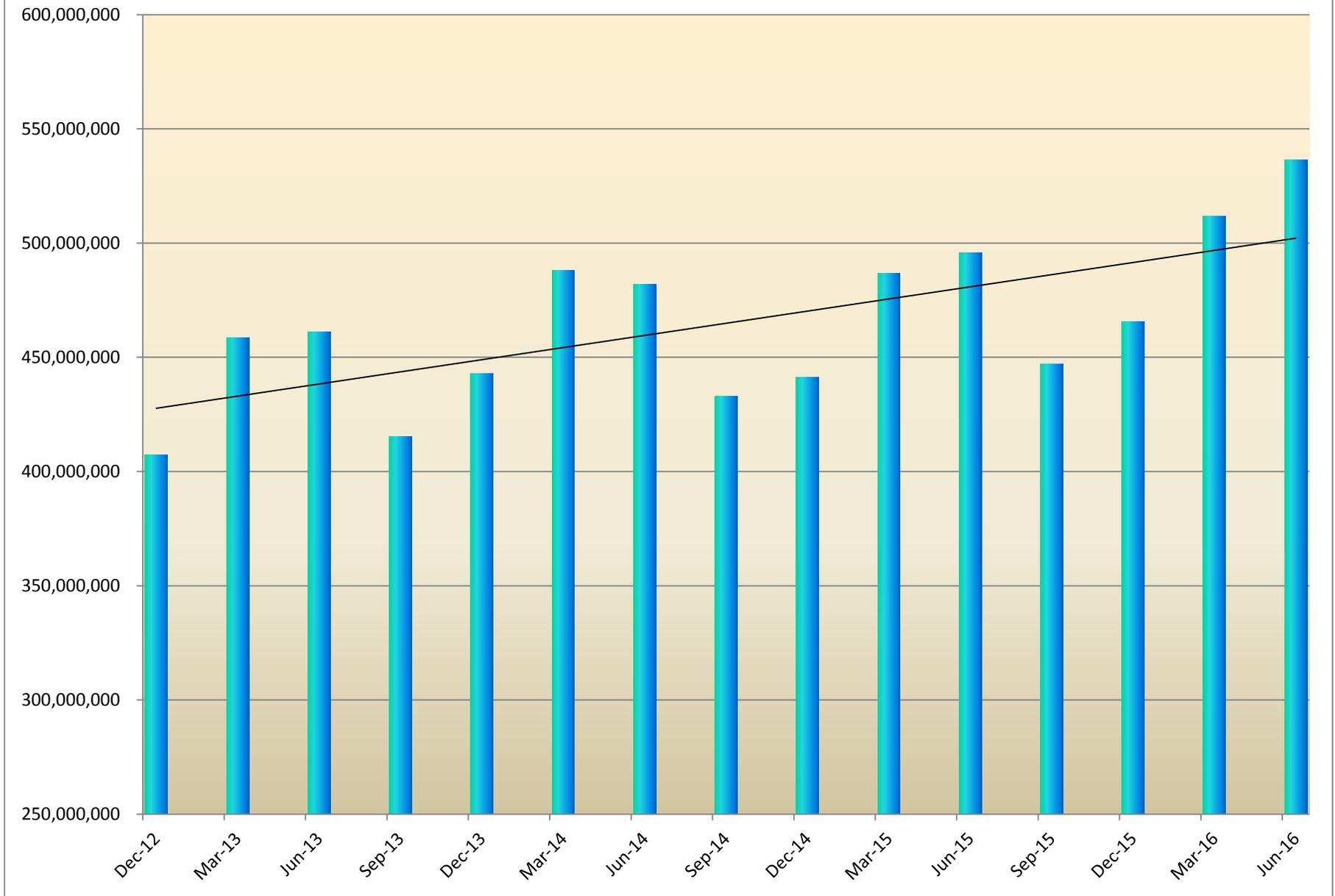
Portfolio Composition 6/30/16



Portfolio Maturities 6/30/16



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2016		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2016	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
			Capital One NOW Account	0.35%			04/01/16	-
Frost NOW Account	0.00%	04/01/16	25,811,849.40	25,811,849.40	-	(678,799.53)	25,133,049.87	25,133,049.87
Legacy NOW Account	0.46%	04/01/16	34,311,997.53	34,311,997.53	-	(3,687,181.66)	30,624,815.87	30,624,815.87
TexPool	0.36%	04/01/16	7,228,072.30	7,228,072.30	5,687,019.16	-	12,915,091.46	12,915,091.46
Texas Daily	0.44%	04/01/16	13,425,004.01	13,425,004.01	-	(4,722,901.99)	8,702,102.02	8,702,102.02
Texas TERM	0.48%	06/01/16	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
Texas TERM	0.67%	08/26/16	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Texas TERM	0.46%	09/01/16	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	-	247,000.00	247,000.00
Certificate of Deposit	0.50%	12/16/16	246,102.50	246,102.50	-	-	246,102.50	246,102.50
Certificate of Deposit	0.60%	01/13/17	5,203,854.54	5,203,854.54	-	-	5,203,854.54	5,203,854.54
Certificate of Deposit	0.60%	01/13/17	147,892.05	147,892.05	-	-	147,892.05	147,892.05
Certificate of Deposit	0.60%	01/30/17	10,314,914.43	10,314,914.43	-	-	10,314,914.43	10,314,914.43
Certificate of Deposit	0.70%	03/10/17	3,091,911.34	3,091,911.34	-	-	3,091,911.34	3,091,911.34
Certificate of Deposit	0.60%	03/11/17	248,887.53	248,887.53	-	-	248,887.53	248,887.53
Certificate of Deposit	0.57%	05/30/17	20,502,757.49	20,502,757.49	-	-	20,502,757.49	20,502,757.49
Certificate of Deposit	1.19%	06/27/17	244,989.74	244,989.74	-	-	244,989.74	244,989.74
FFCB Bond	0.62%	10/14/16	2,000,000.00	1,999,561.55	202.53	-	2,000,000.00	1,999,764.08
FFCB Bond	1.25%	09/06/18	9,000,000.00	9,006,233.59	-	(638.08)	9,000,000.00	9,005,595.51
TIF Funds	0.56%	06/27/16	6,000,000.00	5,999,525.85	-	(5,999,525.85)	-	-
FHLB Bond	0.50%	09/15/16	4,000,000.00	4,000,007.84	-	(4.25)	4,000,000.00	4,000,003.59
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,049,269.72	-	(22,195.76)	2,000,000.00	2,027,073.96
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,080,122.44	-	(66,891.21)	6,000,000.00	6,013,231.23
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,166,844.43	-	(103,284.65)	30,000,000.00	30,063,559.78
FHLMC Bond	0.85%	02/16/17	16,000,000.00	16,576,137.93	-	(162,821.59)	16,000,000.00	16,413,316.34
FHLMC Bond	0.98%	09/08/17	10,000,000.00	10,003,540.38	-	(612.50)	10,000,000.00	10,002,927.88
FHLMC Bond	1.15%	10/15/18	3,000,000.00	2,999,593.58	39.85	-	3,000,000.00	2,999,633.43
FHLMC Bond	1.41%	03/29/19	12,000,000.00	11,995,208.77	-	(11,995,208.77)	-	-
FHLMC Bond	1.53%	08/29/19	33,000,000.00	33,000,000.00	-	(33,000,000.00)	-	-
FHLMC Bond	1.36%	06/28/19	-	-	10,005,489.95	-	10,000,000.00	10,005,489.95
FNMA Bond	1.45%	09/16/19	12,000,000.00	12,000,000.00	-	-	12,000,000.00	12,000,000.00
FNMA Bond	1.30%	10/29/19	9,000,000.00	9,005,226.21	-	(9,005,226.21)	-	-
FNMA Bond	1.53%	06/15/20	-	-	10,017,900.96	-	10,000,000.00	10,017,900.96
TVA Bond	0.86%	07/18/17	12,632,000.00	13,384,716.19	-	(144,508.81)	12,632,000.00	13,240,207.38
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,000,008.04	-	(3,000,008.04)	-	-
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,001,800.25	-	(1,001,800.25)	-	-
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,260,769.83	-	(1,260,769.83)	-	-
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,239,933.27	-	(5,239,933.27)	-	-
Municipal Bond	0.40%	05/01/16	695,000.00	697,606.88	-	(697,606.88)	-	-
Municipal Bond	0.45%	05/01/16	500,000.00	500,294.84	-	(500,294.84)	-	-
Municipal Bond	0.42%	06/01/16	650,000.00	654,747.22	-	(654,747.22)	-	-
Municipal Bond	1.00%	06/01/16	250,000.00	250,000.00	-	(250,000.00)	-	-
Municipal Bond	0.43%	06/01/16	430,000.00	431,863.88	-	(431,863.88)	-	-
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,546,938.83	-	(46,428.63)	4,500,000.00	4,500,510.20
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,902,512.61	-	(20,354.86)	1,875,000.00	1,882,157.75
Municipal Bond	0.55%	08/01/16	445,000.00	448,091.93	-	(2,287.53)	445,000.00	445,804.40
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,011,467.37	-	(8,483.99)	1,000,000.00	1,002,983.38
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,232,029.16	-	(17,953.68)	2,205,000.00	2,214,075.48
Municipal Bond	0.55%	09/01/16	3,000,000.00	3,004,947.73	-	(2,923.66)	3,000,000.00	3,002,024.07
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,633,679.00	-	(5,128.50)	2,625,000.00	2,628,550.50
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,000,866.58	-	(428.58)	2,000,000.00	2,000,438.00
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,154,969.86	-	(12,349.22)	1,130,000.00	1,142,620.64
Municipal Bond	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bond	0.62%	11/15/16	395,000.00	400,811.80	-	(2,309.49)	395,000.00	398,502.31
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,642,615.57	-	(12,114.35)	1,610,000.00	1,630,501.22
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,644,429.39	-	(12,595.25)	1,600,000.00	1,631,834.14
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,381,131.02	-	(1,738.08)	1,375,000.00	1,379,392.94
Municipal Bond	0.70%	02/15/17	470,000.00	487,577.35	-	(4,982.98)	470,000.00	482,594.37
Municipal Bond	0.78%	02/15/17	4,250,000.00	4,336,496.68	-	(24,520.87)	4,250,000.00	4,311,975.81
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,499,575.89	-	(25,393.78)	2,410,000.00	2,474,182.11
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,423,863.04	-	(13,273.24)	2,375,000.00	2,410,589.80
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,006,115.36	-	(1,661.19)	2,000,000.00	2,004,454.17
Municipal Bond	0.72%	03/01/17	590,000.00	610,126.21	-	(5,467.12)	590,000.00	604,659.09
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,001,033.16	-	(269.39)	2,000,000.00	2,000,763.77
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,731,691.42	-	(19,068.09)	1,655,000.00	1,712,623.33
Municipal Bond	1.00%	04/01/17	265,000.00	270,242.87	-	(1,303.56)	265,000.00	268,939.31
Municipal Bond	0.85%	05/01/17	665,000.00	687,448.72	-	(5,158.67)	665,000.00	682,290.05
Municipal Bond	1.10%	05/01/17	565,000.00	565,662.18	-	(152.17)	565,000.00	565,510.01
Municipal Bond	0.90%	05/01/17	1,200,000.00	1,237,848.90	-	(8,697.60)	1,200,000.00	1,229,151.30

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2016		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2016	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,277,669.80	-	(12,103.42)	1,225,000.00	1,265,566.38
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,399,752.20	-	(5,688.01)	1,375,000.00	1,394,064.19
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,761,539.37	-	(28,032.98)	2,630,000.00	2,733,506.39
Municipal Bond	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,502,666.67	-	(568.30)	1,500,000.00	1,502,098.37
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,295,000.00	-	-	1,295,000.00	1,295,000.00
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,464,410.88	-	(31,590.97)	5,295,000.00	5,432,819.91
Municipal Bond	1.05%	08/01/17	325,000.00	335,682.76	-	(1,992.07)	325,000.00	333,690.69
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,373,884.49	-	(13,393.40)	1,300,000.00	1,360,491.09
Municipal Bond	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,335,360.74	-	(61,389.48)	5,965,000.00	6,273,971.26
Municipal Bond	1.18%	11/01/17	5,715,000.00	5,964,694.46	-	(39,176.20)	5,715,000.00	5,925,518.26
Municipal Bond	0.79%	11/15/17	500,000.00	525,547.30	-	(3,913.81)	500,000.00	521,633.49
Municipal Bond	1.40%	12/01/17	500,000.00	497,546.46	366.02	-	500,000.00	497,912.48
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,594,319.68	-	(6,157.39)	2,550,000.00	2,588,162.29
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,911,690.69	-	(13,770.62)	1,810,000.00	1,897,920.07
Municipal Bond	1.04%	02/01/18	665,000.00	712,556.11	-	(6,439.89)	665,000.00	706,116.22
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,404,500.32	-	(609.42)	8,400,000.00	8,403,890.90
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,810,000.00	-	-	1,810,000.00	1,810,000.00
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,714,666.47	-	(25,159.84)	2,525,000.00	2,689,506.63
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,680,000.00	-	-	2,680,000.00	2,680,000.00
Municipal Bond	1.05%	03/01/18	435,000.00	445,681.29	-	(1,388.57)	435,000.00	444,292.72
Municipal Bond	1.07%	03/01/18	420,000.00	443,185.03	-	(3,014.06)	420,000.00	440,170.97
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,259,930.79	-	(7,141.01)	1,205,000.00	1,252,789.78
Municipal Bond	1.20%	03/15/18	1,195,000.00	1,198,441.05	-	(438.57)	1,195,000.00	1,198,002.48
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,043,982.40	-	(5,605.60)	8,000,000.00	8,038,376.80
Municipal Bond	1.65%	05/01/18	500,000.00	528,024.01	-	(3,351.10)	500,000.00	524,672.91
Municipal Bond	1.65%	05/01/18	250,000.00	264,012.00	-	(1,675.54)	250,000.00	262,336.46
Municipal Bond	1.16%	05/01/18	280,000.00	284,118.32	-	(492.47)	280,000.00	283,625.85
Municipal Bond	1.15%	05/01/18	745,000.00	788,705.41	-	(5,226.27)	745,000.00	783,479.14
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,707,466.83	-	(84,598.53)	9,000,000.00	9,622,868.30
Municipal Bond	1.48%	06/01/18	2,720,000.00	2,949,626.43	-	(26,383.84)	2,720,000.00	2,923,242.59
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,009,885.22	-	(1,135.80)	2,000,000.00	2,008,749.42
Municipal Bond	1.38%	06/01/18	245,000.00	256,936.55	-	(1,371.50)	245,000.00	255,565.05
Municipal Bond	1.65%	07/01/18	225,000.00	227,225.41	-	(246.36)	225,000.00	226,979.05
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,989,484.74	-	(2,157.07)	1,970,000.00	1,987,327.67
Municipal Bond	1.65%	07/01/18	605,000.00	610,983.26	-	(662.38)	605,000.00	610,320.88
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,061,632.27	-	(6,823.04)	5,000,000.00	5,054,809.23
Municipal Bond	1.73%	07/01/18	-	-	905,518.82	-	890,000.00	905,518.82
Municipal Bond	1.20%	08/01/18	450,000.00	454,913.93	-	(524.23)	450,000.00	454,389.70
Municipal Bond	1.00%	08/01/18	5,000,000.00	5,172,753.57	-	(18,429.75)	5,000,000.00	5,154,323.82
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,770,065.09	-	(14,942.46)	2,630,000.00	2,755,122.63
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,273,981.57	-	(7,240.28)	1,205,000.00	1,266,741.29
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,595,654.99	-	(10,039.91)	2,500,000.00	2,585,615.08
Municipal Bond	1.15%	02/01/19	450,000.00	460,626.77	-	(932.53)	450,000.00	459,694.24
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,081,326.57	-	(7,136.66)	10,000,000.00	10,074,189.91
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,664,924.18	-	(9,950.62)	1,550,000.00	1,654,973.56
Municipal Bond	1.00%	02/15/19	-	-	10,581,383.18	-	10,000,000.00	10,581,383.18
Municipal Bond	1.80%	03/01/19	500,000.00	540,480.13	-	(3,458.86)	500,000.00	537,021.27
Municipal Bond	1.45%	04/01/19	450,000.00	459,837.28	-	(816.78)	450,000.00	459,020.50
Municipal Bond	1.20%	05/01/19	4,000,000.00	4,072,443.86	-	(5,854.70)	4,000,000.00	4,066,589.16
Municipal Bond	1.32%	06/15/19	-	-	1,056,488.32	-	955,000.00	1,056,488.32
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,030,726.39	-	(2,355.60)	5,000,000.00	5,028,370.79
Municipal Bond	1.40%	08/01/19	2,850,000.00	3,082,133.03	-	(17,343.27)	2,850,000.00	3,064,789.76
Municipal Bond	1.53%	08/15/19	625,000.00	684,610.29	-	(4,403.03)	625,000.00	680,207.26
Municipal Bond	1.70%	08/15/19	500,000.00	526,947.84	-	(1,990.46)	500,000.00	524,957.38
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,704,459.87	-	(43,665.85)	12,025,000.00	12,660,794.02
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,759,085.40	-	(2,036.62)	1,725,000.00	1,757,048.78
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,704,186.95	-	(25,441.73)	10,270,000.00	10,678,745.22
Municipal Bond	1.25%	07/01/20	-	-	3,087,570.00	-	3,000,000.00	3,087,570.00
TOTAL			\$ 504,267,541.82	\$ 511,670,694.26	\$ 113,267,450.34	\$ (88,460,130.40)	\$ 529,631,149.35	\$ 536,478,014.20

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2016		Qtr to Qtr Change (1)	June 30, 2016	
			Par Value	Market Value		Par Value	Market Value
Capital One NOW Account	0.35%	04/01/16	-	-	66,925,471.55	66,925,471.55	66,925,471.55
Frost NOW Account	0.00%	01/01/16	25,811,849.40	25,811,849.40	(678,799.53)	25,133,049.87	25,133,049.87
Legacy NOW Account	0.28%	01/01/16	34,311,997.53	34,311,997.53	(3,687,181.66)	30,624,815.87	30,624,815.87
TexPool	0.19%	01/01/16	7,228,072.30	7,228,072.30	5,687,019.16	12,915,091.46	12,915,091.46
Texas Daily	0.23%	01/01/16	13,425,004.01	13,425,004.01	(4,722,901.99)	8,702,102.02	8,702,102.02
Texas TERM	0.48%	06/01/16	5,000,000.00	5,000,000.00	(5,000,000.00)	-	-
Texas TERM	0.67%	08/26/16	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Texas TERM	0.46%	09/01/16	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	247,000.00	247,000.00
Certificate of Deposit	0.50%	12/16/16	246,102.50	246,102.50	-	246,102.50	246,102.50
Certificate of Deposit	0.60%	01/13/17	5,203,854.54	5,203,854.54	-	5,203,854.54	5,203,854.54
Certificate of Deposit	0.60%	01/13/17	147,892.05	147,892.05	-	147,892.05	147,892.05
Certificate of Deposit	0.60%	01/30/17	10,314,914.43	10,314,914.43	-	10,314,914.43	10,314,914.43
Certificate of Deposit	0.70%	03/10/17	3,091,911.34	3,091,911.34	-	3,091,911.34	3,091,911.34
Certificate of Deposit	0.60%	03/11/17	248,887.53	248,887.53	-	248,887.53	248,887.53
Certificate of Deposit	0.57%	05/30/17	20,502,757.49	20,502,757.49	-	20,502,757.49	20,502,757.49
Certificate of Deposit	1.19%	06/27/17	244,989.74	244,989.74	-	244,989.74	244,989.74
FFCB Bond	0.62%	10/14/16	2,000,000.00	2,002,948.00	(2,066.00)	2,000,000.00	2,000,882.00
FFCB Bond	1.25%	09/06/18	9,000,000.00	9,006,912.00	1,134.00	9,000,000.00	9,008,046.00
FHLB Bond	0.56%	06/27/16	6,000,000.00	6,002,610.00	(6,002,610.00)	-	-
FHLB Bond	0.50%	09/15/16	4,000,000.00	4,003,768.00	(2,420.00)	4,000,000.00	4,001,348.00
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,050,074.00	(21,688.00)	2,000,000.00	2,028,386.00
FHLB Bond	0.93%	07/18/16	6,000,000.00	6,092,724.00	(77,844.00)	6,000,000.00	6,014,880.00
FHLB Bond	0.60%	08/25/16	30,000,000.00	30,177,810.00	(107,640.00)	30,000,000.00	30,070,170.00
FHLB Bond	0.85%	02/16/17	16,000,000.00	16,601,840.00	(151,360.00)	16,000,000.00	16,450,480.00
FHLB Bond	0.98%	09/08/17	10,000,000.00	10,002,080.00	6,660.00	10,000,000.00	10,008,740.00
FHLB Bond	1.15%	10/15/18	3,000,000.00	3,000,924.00	273.00	3,000,000.00	3,001,197.00
FHLB Bond	1.41%	03/29/19	12,000,000.00	12,003,384.00	(12,003,384.00)	-	-
FHLB Bond	1.53%	08/29/19	33,000,000.00	33,006,798.00	(33,006,798.00)	-	-
FHLB Bond	1.36%	06/28/19	-	-	10,006,290.00	10,000,000.00	10,006,290.00
FNMA Bond	1.45%	09/16/19	12,000,000.00	12,009,816.00	(24.00)	12,000,000.00	12,009,792.00
FNMA Bond	1.30%	10/29/19	9,000,000.00	9,001,305.00	(9,001,305.00)	-	-
FNMA Bond	1.53%	06/15/20	-	-	10,023,600.00	10,000,000.00	10,023,600.00
TVA Bond	0.86%	07/18/17	12,632,000.00	13,395,692.82	(125,435.76)	12,632,000.00	13,270,257.06
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,000,000.00	(3,000,000.00)	-	-
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,001,810.00	(1,001,810.00)	-	-
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,260,383.95	(1,260,383.95)	-	-
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,239,682.25	(5,239,682.25)	-	-
Municipal Bond	0.40%	05/01/16	695,000.00	697,474.20	(697,474.20)	-	-
Municipal Bond	0.45%	05/01/16	500,000.00	500,185.00	(500,185.00)	-	-
Municipal Bond	0.42%	06/01/16	650,000.00	654,309.50	(654,309.50)	-	-
Municipal Bond	1.00%	06/01/16	250,000.00	250,002.50	(250,002.50)	-	-
Municipal Bond	0.43%	06/01/16	430,000.00	431,728.60	(431,728.60)	-	-
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,548,150.00	(48,150.00)	4,500,000.00	4,500,000.00
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,902,206.25	(19,875.00)	1,875,000.00	1,882,331.25
Municipal Bond	0.55%	08/01/16	445,000.00	447,981.50	(2,193.85)	445,000.00	445,787.65
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,011,710.00	(8,710.00)	1,000,000.00	1,003,000.00
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,232,849.15	(19,315.80)	2,205,000.00	2,213,533.35
Municipal Bond	0.55%	09/01/16	3,000,000.00	3,001,260.00	(660.00)	3,000,000.00	3,000,600.00
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,632,428.75	(4,357.50)	2,625,000.00	2,628,071.25
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,000,940.00	(580.00)	2,000,000.00	2,000,360.00
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,154,464.50	(12,328.30)	1,130,000.00	1,142,136.20
Municipal Bond	0.92%	11/15/16	710,000.00	711,263.80	(575.10)	710,000.00	710,688.70
Municipal Bond	0.62%	11/15/16	395,000.00	400,502.35	(2,117.20)	395,000.00	398,385.15
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,646,402.10	(13,572.30)	1,610,000.00	1,632,829.80
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,645,328.00	(12,864.00)	1,600,000.00	1,632,464.00
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,380,692.50	261.25	1,375,000.00	1,380,953.75
Municipal Bond	0.70%	02/15/17	470,000.00	487,690.80	(4,892.70)	470,000.00	482,798.10
Municipal Bond	0.78%	02/15/17	4,250,000.00	4,337,082.50	(24,097.50)	4,250,000.00	4,312,985.00
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,494,542.80	(24,003.60)	2,410,000.00	2,470,539.20
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,427,440.00	(13,893.75)	2,375,000.00	2,413,546.25
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,014,920.00	(2,160.00)	2,000,000.00	2,012,760.00
Municipal Bond	0.72%	03/01/17	590,000.00	610,461.20	(5,522.40)	590,000.00	604,938.80
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,005,400.00	(1,360.00)	2,000,000.00	2,004,040.00
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,734,886.85	(19,644.85)	1,655,000.00	1,715,242.00
Municipal Bond	1.00%	04/01/17	265,000.00	271,076.45	(1,136.85)	265,000.00	269,939.60
Municipal Bond	0.85%	05/01/17	665,000.00	687,523.55	(4,129.65)	665,000.00	683,393.90
Municipal Bond	1.10%	05/01/17	565,000.00	565,717.55	570.65	565,000.00	566,288.20
Municipal Bond	0.90%	05/01/17	1,200,000.00	1,238,148.00	(8,292.00)	1,200,000.00	1,229,856.00

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2016		Qtr to Qtr Change (1)	June 30, 2016	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,281,840.00	(12,654.25)	1,225,000.00	1,269,185.75
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,402,101.25	(8,868.75)	1,375,000.00	1,393,232.50
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,758,133.60	(18,331.10)	2,630,000.00	2,739,802.50
Municipal Bond	1.60%	06/01/17	500,000.00	503,150.00	(145.00)	500,000.00	503,005.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,502,490.00	2,565.00	1,500,000.00	1,505,055.00
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,300,400.15	(2,279.20)	1,295,000.00	1,298,120.95
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,476,618.50	(21,285.90)	5,295,000.00	5,455,332.60
Municipal Bond	1.05%	08/01/17	325,000.00	336,147.50	(1,306.50)	325,000.00	334,841.00
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,376,726.00	(10,764.00)	1,300,000.00	1,365,962.00
Municipal Bond	1.47%	08/15/17	250,000.00	251,725.00	595.00	250,000.00	252,320.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,354,156.60	(59,769.30)	5,965,000.00	6,294,387.30
Municipal Bond	1.18%	11/01/17	5,715,000.00	5,977,147.05	(24,174.45)	5,715,000.00	5,952,972.60
Municipal Bond	0.79%	11/15/17	500,000.00	525,310.00	(3,255.00)	500,000.00	522,055.00
Municipal Bond	1.40%	12/01/17	500,000.00	501,770.00	365.00	500,000.00	502,135.00
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,595,645.00	3,315.00	2,550,000.00	2,598,960.00
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,914,527.50	(6,497.90)	1,810,000.00	1,908,029.60
Municipal Bond	1.04%	02/01/18	665,000.00	714,788.55	(5,453.00)	665,000.00	709,335.55
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,496,096.00	22,428.00	8,400,000.00	8,518,524.00
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,881,332.10	(1,629.00)	1,810,000.00	1,879,703.10
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,713,668.00	(22,497.75)	2,525,000.00	2,691,170.25
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,706,451.60	482.40	2,680,000.00	2,706,934.00
Municipal Bond	1.05%	03/01/18	435,000.00	447,288.75	343.65	435,000.00	447,632.40
Municipal Bond	1.07%	03/01/18	420,000.00	444,683.40	(2,469.60)	420,000.00	442,213.80
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,268,190.20	(13,737.00)	1,205,000.00	1,254,453.20
Municipal Bond	1.20%	03/15/18	1,195,000.00	1,201,237.90	4,074.95	1,195,000.00	1,205,312.85
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,094,000.00	(11,200.00)	8,000,000.00	8,082,800.00
Municipal Bond	1.65%	05/01/18	500,000.00	531,460.00	(1,280.00)	500,000.00	530,180.00
Municipal Bond	1.65%	05/01/18	250,000.00	265,730.00	(640.00)	250,000.00	265,090.00
Municipal Bond	1.16%	05/01/18	280,000.00	284,345.60	848.40	280,000.00	285,194.00
Municipal Bond	1.15%	05/01/18	745,000.00	792,627.85	(2,279.70)	745,000.00	790,348.15
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,711,810.00	(11,520.00)	9,000,000.00	9,700,290.00
Municipal Bond	1.48%	06/01/18	2,720,000.00	2,962,161.60	(3,454.40)	2,720,000.00	2,958,707.20
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,018,540.00	5,100.00	2,000,000.00	2,023,640.00
Municipal Bond	1.38%	06/01/18	245,000.00	259,425.60	(1,560.65)	245,000.00	257,864.95
Municipal Bond	1.65%	07/01/18	225,000.00	227,650.50	1,075.50	225,000.00	228,726.00
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,993,206.60	9,416.60	1,970,000.00	2,002,623.20
Municipal Bond	1.65%	07/01/18	605,000.00	612,126.90	2,891.90	605,000.00	615,018.80
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,058,900.00	23,900.00	5,000,000.00	5,082,800.00
Municipal Bond	0.85%	07/01/18	-	-	906,634.10	890,000.00	906,634.10
Municipal Bond	1.20%	08/01/18	450,000.00	455,539.50	1,908.00	450,000.00	457,447.50
Municipal Bond	1.00%	08/01/18	5,000,000.00	5,176,750.00	9,200.00	5,000,000.00	5,185,950.00
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,800,739.60	(3,287.50)	2,630,000.00	2,797,452.10
Municipal Bond	1.92%	08/15/18	250,000.00	254,187.50	1,400.00	250,000.00	255,587.50
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,293,615.70	(2,313.60)	1,205,000.00	1,291,302.10
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,627,650.00	(3,325.00)	2,500,000.00	2,624,325.00
Municipal Bond	1.15%	02/01/19	450,000.00	460,084.50	1,534.50	450,000.00	461,619.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,218,500.00	(10,300.00)	10,000,000.00	10,208,200.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,688,957.50	1,317.50	1,550,000.00	1,690,275.00
Municipal Bond	1.00%	02/15/19	-	-	10,596,400.00	10,000,000.00	10,596,400.00
Municipal Bond	1.80%	03/01/19	500,000.00	544,500.00	(975.00)	500,000.00	543,525.00
Municipal Bond	1.45%	04/01/19	450,000.00	464,409.00	2,754.00	450,000.00	467,163.00
Municipal Bond	1.20%	05/01/19	4,000,000.00	4,055,200.00	30,160.00	4,000,000.00	4,085,360.00
Municipal Bond	1.32%	06/15/19	-	-	1,067,374.85	955,000.00	1,067,374.85
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,078,700.00	39,900.00	5,000,000.00	5,118,600.00
Municipal Bond	1.40%	08/01/19	2,850,000.00	3,095,812.50	9,576.00	2,850,000.00	3,105,388.50
Municipal Bond	1.53%	08/15/19	625,000.00	691,012.50	1,400.00	625,000.00	692,412.50
Municipal Bond	1.70%	08/15/19	500,000.00	531,570.00	2,565.00	500,000.00	534,135.00
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,686,134.50	79,966.25	12,025,000.00	12,766,100.75
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,778,613.00	10,453.50	1,725,000.00	1,789,066.50
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,773,538.10	(24,237.20)	10,270,000.00	10,749,300.90
Municipal Bond	1.25%	07/01/20	-	-	3,061,680.00	3,000,000.00	3,061,680.00
TOTAL			\$ 504,267,541.82	\$ 512,529,995.44	\$ 25,379,947.67	\$ 529,631,149.35	\$ 537,909,943.11

Book Value Allocation						
	March 31, 2016		June 30, 2016		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	21.77%	111,387,365.66	16.35%	87,728,149.28	-5.42%	(23,659,216.38)
Debt Service Fund	7.22%	36,968,031.05	6.89%	36,941,980.75	-0.34%	(26,050.29)
Capital Projects Funds	25.83%	132,147,942.75	29.67%	159,157,882.58	3.84%	27,009,939.83
Enterprise Funds	14.53%	74,337,552.14	17.62%	94,500,662.47	3.09%	20,163,110.33
Special Revenue Funds	15.63%	79,980,755.55	15.10%	81,016,421.21	-0.53%	1,035,665.65
Internal Service Funds	12.71%	65,050,630.03	12.17%	65,268,781.98	-0.55%	218,151.95
Fiduciary Funds	0.59%	3,008,363.54	0.48%	2,583,900.48	-0.11%	(424,463.05)
TIF Funds	1.77%	9,075,466.58	1.80%	9,648,808.57	0.02%	573,341.98
115 Trust	-0.06%	(285,413.03)	-0.07%	(368,573.31)	-0.01%	(83,160.28)
Totals	100.00%	511,670,694.26	100.00%	536,478,014.00		24,807,319.74

Market Value Allocation						
	March 31, 2016		June 30, 2016		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	21.77%	111,574,429.91	16.35%	87,962,307.04	-5.42%	(23,612,122.87)
Debt Service Fund	7.22%	37,030,115.26	6.89%	37,040,583.67	-0.34%	10,468.41
Capital Projects Funds	25.83%	132,369,872.37	29.67%	159,582,695.52	3.84%	27,212,823.16
Enterprise Funds	14.53%	74,462,394.83	17.62%	94,752,896.94	3.09%	20,290,502.11
Special Revenue Funds	15.63%	80,115,075.46	15.10%	81,232,664.50	-0.53%	1,117,589.04
Internal Service Funds	12.71%	65,159,876.24	12.17%	65,442,992.79	-0.55%	283,116.55
Fiduciary Funds	0.59%	3,013,415.79	0.48%	2,590,797.25	-0.11%	(422,618.54)
TIF Funds	1.77%	9,090,707.95	1.80%	9,674,562.48	0.02%	583,854.54
115 Trust	-0.06%	(285,892.36)	-0.07%	(369,557.08)	-0.01%	(83,664.73)
Totals	100.00%	512,529,995.44	100.00%	537,909,943.11		25,379,947.67

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/22/16			
Department:	Police				
Department Head	Gregory W. Rushin				
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)					
CAPTION					
A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of \$98,626 to TYR Tactical, LLC for body armor kits for the Police Department's SWAT Team; approving the execution of all necessary documents by the City Manager or his 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: 2015-16		Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	685,750	0	685,750
Encumbered/Expended Amount		0	-552,574	0	-552,574
This Item		0	-98,626	0	-98,626
BALANCE		0	34,550	0	34,550
FUND(S): CRIMINAL INVESTIGATION FUND					
COMMENTS: Funds are available in the Criminal Investigation Fund for the purchase of personal protective ballistic body armor kits for Plano Police Department SWAT Team members. The remaining balance of these funds will be used for other apparel and items aligned with PPD's current operations. STRATEGIC PLAN GOAL: The purchase of personal protective ballistic body armor relates to the City's Goal of Safe Large City.					
SUMMARY OF ITEM					
This procurement is necessary to preserve or protect the public health or safety of the municipality's residents. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2). (City of Plano Solicitation No. 2016-0477-X) See Recommendation Memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo Quote Recap Resolution			NA		

Date: August 5, 2016

To: Mark Israelson, Deputy City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: SWAT Team Ballistic Body Armor Kits (PICO MV TXP3A) Recommendation

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

After a great deal of work, surveying SWAT officers, contacting several vendors, and personally inspecting the items, these are the specific items for the ballistic body armor kits that were selected for purchase:

- PICO-MV Plate Carrier System
- 7x8" Ballistic Cummerbund without Plate Pocket TXP3A
- Ballistic Lower Abdomen TXP3A
- Ballistic MV Groin TXP3A
- Ballistic Bicep/Deltoid Protection TXP3A
- Ballistic Hard Armor Plate Level 3+ I/C
- EPIC Ballistic Collar/Yoke 2" TXP3A
- MV Lower Back Panel TXP3A

It is important to note that while we sought the best possible price on items meeting our specifications, these are not simply "low bid" products. We believe these products provide the best possible combination of personal protection, durability, weight, flexibility, cost, and delivery time. A "better" product does us no good if it cannot be delivered for another 6 months or if we cannot afford to buy it for every member of the SWAT Team. This is professional-grade equipment intended to ensure our survival in the face of extraordinary threats. The City and Police Department did not and will not compromise on quality or protection.

It is the recommendation of the Police Department to purchase 34 of the SWAT Team Ballistic Body Armor Kits for a total expenditure of \$98,626.00 to be awarded to TYR Tactical, LLC. The Police Department and Purchasing have reviewed multiple quotes from vendors and found this to be the best value for the City.

The Police Department requests ratification of the expenditures of \$98,626.00 which were necessary to maintain the safety of the Plano Police SWAT Team who protect the public.

CITY OF PLANO
SOLICITATION NO. 2016-0477-X
SWAT TEAM BODY ARMOR KITS
QUOTE RECAP

TYR Tactical, LLC

• 34 PICO-MV Plate Carrier System TXP3A @ \$722.45 ea.	\$ 24,563.30
• 34 7X8" Ballistic Cummerbund Without Plate Pocket TXP3A @ \$339.95 ea.	\$ 11,558.30
• 34 Ballistic Lower Abdomen TXP3A @ \$161.45 ea.	\$ 5,489.30
• 34 Ballistic MV Groin TXP3A @ \$183.55	\$ 6,240.70
• 34 Ballistic Bicep/Deltoid Protection TXP3A @ \$399.45	\$ 13,581.30
• 68 Ballistic Hard Armor Plate Level 3+ I/C @ \$340	\$ 23,120.00
• 34 EPIC Ballistic Collar/Yoke 2" TXP3A @ \$254.95	\$ 8,668.30
• 34 MV Lower Back Panel TXP3A @ \$157.20	\$ 5,344.80
• Estimated Shipping Cost	\$ 60.00

Total \$ 98,626.00

ADS, Inc.

• 34 PICO-MV Plate Carrier System TXP3A @ \$740 ea.	\$ 25,160.00
• 34 7X8" Ballistic Cummerbund Without Plate Pocket TXP3A @ \$390 ea.	\$ 13,260.00
• 34 Ballistic Lower Abdomen TXP3A @ \$180 ea.	\$ 6,120.00
• 34 Ballistic MV Groin TXP3A @ \$205	\$ 6,970.00
• 34 Ballistic Bicep/Deltoid Protection TXP3A @ \$450	\$ 15,300.00
• 68 Ballistic Hard Armor Plate Level 3+ I/C @ \$403.50	\$ 27,438.00
• 34 EPIC Ballistic Collar/Yoke 2" TXP3A @ \$290	\$ 9,870.00
• 34 MV Lower Back Panel TXP3A	<u>No Bid</u>

Total \$104,118.00

www.tyrtactical.com

• 34 PICO-MV Plate Carrier System TXP3A @ \$849.95 ea.	\$ 28,898.30
• 34 7X8" Ballistic Cummerbund Without Plate Pocket TXP3A @ \$399.95 ea.	\$ 13,598.30
• 34 Ballistic Lower Abdomen TXP3A @ \$189.95 ea.	\$ 6,458.30
• 34 Ballistic MV Groin TXP3A @ \$215.95	\$ 7,342.30
• 34 Ballistic Bicep/Deltoid Protection TXP3A @ \$469.95	\$ 15,978.30
• 68 Ballistic Hard Armor Plate Level 3+ I/C @ \$495.95	\$ 33,724.60
• 34 EPIC Ballistic Collar/Yoke 2" TXP3A @ \$299.95	\$ 10,198.30
• 34 MV Lower Back Panel TXP3A	<u>Not Found</u>

Total \$116,198.40

Overall Low Quote:

TYR Tactical, LLC

• 34 PICO-MV Plate Carrier System TXP3A @ \$722.45 ea.	\$ 24,563.30
• 34 7X8" Ballistic Cummerbund Without Plate Pocket TXP3A @ \$339.95 ea.	\$ 11,558.30
• 34 Ballistic Lower Abdomen TXP3A @ \$161.45 ea.	\$ 5,489.30
• 34 Ballistic MV Groin TXP3A @ \$183.55	\$ 6,240.70
• 34 Ballistic Bicep/Deltoid Protection TXP3A @ \$399.45	\$ 13,581.30
• 68 Ballistic Hard Armor Plate Level 3+ I/C @ \$340	\$ 23,120.00
• 34 EPIC Ballistic Collar/Yoke 2" TXP3A @ \$254.95	\$ 8,668.30
• 34 MV Lower Back Panel TXP3A @ \$157.20	\$ 5,344.80
• Estimated Shipping Cost	\$ 60.00

Total \$ 98,626.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 3, 2016

Date

A Resolution of the City of Plano, Texas, ratifying the expenditure of funds in the amount of \$98,626 to TYR Tactical, LLC for body armor kits for the Police Department's SWAT Team; approving the execution of all necessary documents by the City Manager or his designee; and providing an effective date.

WHEREAS, City staff determined there was an immediate need to locate and acquire body armor kits for the purpose of providing every member of the Plano Police Department's SWAT Team with enhanced ballistic protection; and

WHEREAS, the purchase of body armor kits is necessary to preserve and protect the public health and safety and is exempt from competitive bidding pursuant to Section 252.022(a)(2) of the Local Government Code; and

WHEREAS, the City Council has determined it is a matter of public safety for the City to purchase body armor kits for the purpose of providing every member of the Plano Police Department's SWAT Team; and

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

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

SECTION I. The City Council hereby finds and determines that the ratification of the expenditure of funds for body armor kits is in the best interests of the City of Plano and its citizens.

SECTION II. The expenditure of ninety-eight thousand six-hundred twenty-six dollars (\$98,626) for body armor kits, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council, is hereby ratified and execution of all necessary documents to effectuate same by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2016		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing in its entirety Ordinance No. 2009-4-21 providing that roller skates and similar devices are prohibited within certain public areas of designated places; adopting a new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas to allow the operation of certain devices on public streets, adding to the designated places where roller skates and similar devices are prohibited, adding a definition section and a law enforcement exception; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	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				
<p>COMMENTS: This item may potentially alter the amount of revenue received by fines; however, the impact that prohibiting the use of roller skates and similar devices on sidewalks will have on revenue collection is undeterminable.</p> <p>STRATEGIC PLAN GOAL: Revision of the ordinance to redefine areas where roller skates and similiary devices are prohibited relates to the City's Goal of Safe Large City and Exciting Urban Centers – Destination for Residents and Guests.</p>				
SUMMARY OF ITEM				
<p>This revision of the current ordinance is necessary to allow the operation of certain devices on public streets, adding to the designated places where roller skates and similar devices are prohibited, adding a definition section and a law enforcement exception.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Ordinance				



Memorandum

Date: August 9, 2016
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *Gregory W. Rushin*
Subject: Proposed Change Prohibiting Roller Skates and Skateboarding in Certain Areas

The popularity of Legacy Town Center, especially on the weekends, has created a hazard for pedestrians who are sharing the sidewalks and other public walkways with people on skateboards and other similar transportation devices. This proposed change will expand the current prohibition of roller skates, skateboards, and other similar transportation devices in the downtown, Haggard Park, and Memorial Park to the Legacy Town Center and the upcoming Legacy West development.

This ordinance also adds a definition of a "Shared Use Path" to address those paths identified in the City's Bicycle Transportation Plan and excepts the use of transportation devices on the Shared Use Path from the prohibitions in this ordinance.

This proposed ordinance change also adds an exception for law enforcement to use such devices in the performance of law enforcement activities.

I recommend the prohibition on wheeled transportation devices be expanded to the areas as explained and that the exceptions be adopted.

An Ordinance of the City of Plano, Texas repealing in its entirety Ordinance No. 2009-4-21 providing that roller skates and similar devices are prohibited within certain public areas of designated places; adopting a new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas to allow the operation of certain devices on public streets, adding to the designated places where roller skates and similar devices are prohibited, adding a definition section and a law enforcement exception; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.

WHEREAS, Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas prohibits the use or operation of roller skates or other similar devices within public areas of designated places; and

WHEREAS, on April 27, 2009, the City Council of the City of Plano enacted Ordinance No. 2009-4-21 to amend Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas in its entirety, prohibiting roller skates and similar devices in certain areas of Memorial Park; and

WHEREAS, staff recommends removing the prohibition on any public street, amending the designated areas roller skates and similar devices are prohibited, and adding definitions and a law enforcement exception to reflect current practices; and

WHEREAS, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens that Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas be adopted as set forth herein.

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

Section I. Ordinance No. 2009-4-21 is repealed in its entirety.

Section II. Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas is hereby adopted to read as follows:

“Sec. 14-7. Roller skates and similar devices prohibited within certain areas.

(a) Definitions. The following definitions apply for the purposes of this section.

- (1) *Downtown District* means from I Avenue to K Avenue and from the north side of 14th Street to the north side of 15th Street.
- (2) *Legacy Town Center District* means from Headquarters Road to Tennyson Parkway and from Parkwood Boulevard to Dallas Parkway.
- (3) *Shared Use Path* means a paved surface equal to or greater than 8’ in width which is physically separated from motor vehicle traffic by an open space or barrier, is either within the roadway right of way or within an independent right of way, and is identified in the City’s Bicycle Transportation Plan. Shared use paths may be used by pedestrians, skaters, wheelchair users, joggers and other non-motorized users.

(b) Offenses.

(1) Except as may be authorized by a special event permit, it shall be an offense for any person to use, ride, propel, or operate a motorized device (as defined by section 15-1), a non-motorized wheeled device, roller skates, rollerblades, or a skateboard on any public sidewalk, walkway, architectural feature, parking area, wall, plaza, steps, or railing within the following identified places:

a. Downtown District.

b. Haggard Park.

c. Memorial Park that serves as a veteran's memorial.

d. Legacy Town Center District, specifically public sidewalks adjacent to commercial businesses.

(c) The conduct prohibited in Sec. 14-7(b) shall not apply to the use of a wheelchair, scooter, or other such device being used to assist a person who has a physical disability with mobility.

(d) The conduct prohibited in Sec. 14-7(b) shall not apply to the use of a device in the performance of law enforcement activities.

(e) The conduct prohibited in Section 14-7(b) shall not apply to shared use paths.

(f) Any person, firm, or corporation violating any term or provision of this section is subject to a fine not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.”

Section III. 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 IV. 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 V. 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 VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2016		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing in its entirety Ordinance No. 2002-6-10 to redefine areas where bicycle riding is prohibited to be consistent with the new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas; adopting a new Section 12-169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	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				
<p>COMMENTS: This item may potentially alter the amount of revenue received by fines; however, the impact that prohibiting bicycle use on sidewalks will have on revenue collection is indeterminable.</p> <p>STRATEGIC PLAN GOAL: Revision of the ordinance to redefine areas where bicycle riding is prohibited relates to the City's Goal of Safe Large City and Exciting Urban Centers - Destination for Residents and Guests.</p>				
SUMMARY OF ITEM				
<p>This revision of the current ordinance is necessary to redefine areas where bicycle riding is prohibited to be consistent with the new Section 14-7 of Chapter 14 Offenses - Miscellaneous of the Code of Ordinances of the City of Plano, Texas.</p>				
List of Supporting Documents: Memo, Ordinance			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 9, 2016
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *GRW*
Subject: Proposed Change Prohibiting Operations of Bicycles in Certain Areas

The City of Plano allows for the use of bicycles on public sidewalks and public areas but this ordinance prohibits the operation of bicycles on public sidewalks in the Downtown District. This proposed change will expand the current prohibition on the use of bicycles to Memorial Park and the public sidewalks adjacent to commercial businesses at Legacy Town Center so that it is consistent with the proposed changes of Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas.

This proposed change also adds exceptions for the use of bicycles on “Shared Use Paths” and for City employees who are performing their official duties.

I recommend updating Section 12-169(a) so that it is consistent with the proposed changes of Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas.

An Ordinance of the City of Plano, Texas repealing in its entirety Ordinance No. 2002-6-10 to redefine areas where bicycle riding is prohibited to be consistent with the new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas; adopting a new Section 12-169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.

WHEREAS, on June 10, 2002, the City Council of the City of Plano enacted Ordinance No. 2002-6-10 to update Section 12-169(a) of the Code of Ordinances to match the areas where bicycles are prohibited as described in Ordinance No. 2002-1-24; and

WHEREAS, staff recommends updating Section 12-169(a) to be consistent with the new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas; and

WHEREAS, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens that Section 12-169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas be adopted as set forth herein.

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

Section I. Ordinance No. 2002-6-10 is repealed in its entirety.

Section II. Section 12-169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas is hereby adopted to read in its entirety as follows:

“Sec. 12-169. - Riding on sidewalks and other specified areas.

(a) Except as may be authorized by a special event permit, it shall be an offense for any person to use, ride, propel, or operate a bicycle on any public sidewalk, walkway, architectural feature, wall, plaza, steps, or railing within the following identified places as defined in Section 14-7:

(1) Downtown District.

(2) Memorial Park that serves as a veteran's memorial.

(3) Legacy Town Center District, specifically public sidewalks adjacent to commercial businesses.

This subsection shall not apply to any authorized city employee while performing official duties or any person who walks a bicycle in the above-referenced areas.

The conduct prohibited in the above-referenced areas shall not apply to shared use paths as defined in Section 14-7.”

Section III. 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 IV. 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 V. 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 VI. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/16		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
A Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.39 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17	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): N/A				
<p>COMMENTS: This is the first of two required public hearings on the proposed tax revenue increase. The second public hearing will be held on August 31, 2016 at 5:00 p.m. The City of Plano's recommended tax rate is \$0.4786 cents which is a one-cent decrease from the current \$0.4886 cent tax rate.</p> <p>The City of Plano's proposed notice and hearing tax rate is \$0.4827 cents which is a decrease of \$0.0059 cents per \$100 of taxable value from the current tax rate of \$0.4886 cents. This rate includes several public safety programs currently under review by City Council. The City Council is scheduled to adopt the tax rate on Monday, September 12, 2016 at 7:00 p.m.</p> <p>STRATEGIC PLAN GOAL: A Public Hearing on the proposed tax revenue increase relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
First public hearing on the proposed tax revenue increase.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

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

**AGENDA ITEM NO. 2A - PUBLIC HEARING
ZONING CASE 2016-024
APPLICANT: SHAHID RASUL**

Request to rezone 7.9 acres located at the northeast corner of Jupiter Road and Los Rios Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-7. Project #ZC2016-024. Tabled July 5, 2016.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Speaker Card(s) Received **Support:** 0 **Oppose:** 0 **Neutral:** 0

Letters Received Within 200' Notice Area: **Support:** 0 **Oppose:** 0 **Neutral:** 0

Letters Received Outside 200' Notice Area: **Support** 0 **Oppose:** 1 **Neutral:** 0

Petition(s) Received: 0 **# Of Signatures:** 0

STIPULATIONS:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-7 (SF-7) zoning district unless otherwise specified herein.

1. Minimum Interior Lot Side Yard: 5 feet
2. A 6-foot masonry screening wall to be owned and maintained by the homeowner's association shall be constructed along Los Rios Boulevard and Jupiter Road rights-of-way.
3. The following standards shall apply to lots located east of the drainage and floodway easement:
 - a. Minimum Lot Width: 50 feet
 - b. Minimum Lot Depth: 90 feet

FOR CITY COUNCIL MEETING OF: August 22, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/amf

xc: Shahid Rasul, Owner
Jim Dewey, Jr., JDJR Engineers & Consultants, Inc.
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/H163C9BSWrX>

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 1, 2016

Agenda Item No. 2A

Public Hearing: Zoning Case 2016-024

Applicant: Shahid Rasul

DESCRIPTION:

Request to rezone 7.9 acres located at the northeast corner of Jupiter Road and Los Rios Boulevard **from** Agricultural **to** Planned Development-Single-Family Residence-7. Project #ZC2016-024. Tabled July 5, 2016.

REMARKS:

This item was tabled at the July 5, 2016, Planning & Zoning Commission meeting. It must be removed from the table for consideration.

The purpose of this request is to rezone the subject property to allow for development of single-family residences. The existing zoning is Agricultural (A). The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all "A" districts will be changed to other zoning classifications as the city proceeds toward full development.

The requested zoning is Planned Development-Single Family Residence-7 (PD-SF-7) to allow for single-family residences with modified development standards. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and on-site conditions. The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

A concept plan, The Meadows at Plano, accompanies this request as Agenda Item No. 2B.

Surrounding Land Use and Zoning

The area of the request is currently developed as a single-family residence with agricultural uses. The properties to the north and east include single-family homes and agricultural land zoned A. To the south and west is property owned by City of Plano and the Oak Point Park Nature and Retreat Center.

Proposed Development Stipulations

The requested zoning is PD-SF-7. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone to PD-SF-7 to allow for single-family detached residences.

Design Standards - The requested design standards are to modify the area and yard requirements of the SF-7 zoning district as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-7 (SF-7) zoning district unless otherwise specified herein.

1. Minimum Interior Lot Side Yard: 5 feet
2. A 6-foot masonry screening wall to be owned and maintained by the homeowner's association shall be constructed along the Los Rios Boulevard and Jupiter Road rights-of-way.
3. The following standards shall apply to lots located east of the drainage and floodway easement:
 - a. Minimum Lot Width: 50 feet
 - b. Minimum Lot Depth: 90 feet

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Neighborhood (N).

The Neighborhood future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use with neighborhoods. It is the intention to preserve and



enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment.

The proposed PD-SF-7 zoning is denser than residences immediately adjacent to the subject property, but there are several existing SF-7 subdivisions within 500 feet of the subject property further north and east. This single-family residential rezoning request is consistent with the Future Land Use Plan.

Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).



The CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.

This request would enhance the presence of residential uses in the general area by allowing for infill development of single-family homes. This rezoning is in conformance with the CE designation.

Land Use Policy - Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.

Additional single-family zoning on the subject property is consistent with this policy. Nearby SF-7 subdivisions are located within 500 feet to the north and east of the subject property as shown in the map below:



Neighborhood Conservation Policy - Plano will conserve and enhance established residential neighborhoods through city programs, initiatives, and regulations that support

neighborhood identity and ensure safe, walkable communities; and preserve the suburban form that contributes to the overall character and livability of the neighborhoods.

This request is in conformance with this policy as it will continue the development pattern of the existing residential neighborhoods in the general area.

Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

Additional single-family zoning on the subject property is consistent with this policy. Nearby SF-7 subdivisions are located within 500 feet to the north and east of the subject property.

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

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

School Capacity - Plano Independent School District has provided a letter regarding school capacity which staff has included as an attachment.

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

Access to and Availability of Amenities and Services - The subject property is within several hundred feet of Oak Point Park located on the south side of Los Rios Boulevard. Future residents would be served by the Harrington Library which has sufficient capacity to serve the development.

ISSUES:

Residential Use

The subject property is situated adjacent to existing residences and, across Los Rios Boulevard, City of Plano park land. The Comprehensive Plan supports residential uses on the property, and the site has access to Jupiter Road and Los Rios Boulevard. Although the requested SF-7 district will provide a different product than the large estate lots immediately adjacent to the subject property, there are existing SF-7 subdivisions to the north and east, as previously mentioned. For these reasons, staff is in support of SF-7 zoning.

PD Stipulations

The applicant is requesting PD stipulations to reduce the lot width, lot depth, and side yard setbacks. The subject property is oddly shaped and includes a portion of floodplain which affects the layout of the future subdivision. The applicant's stipulations are

intended to capture more developable area to increase the number of potential residential lots. Below is a comparison of the standards:

	SF-7 District	Applicant's Request
Minimum Lot Width	65' interior lots; 70' corner lots	50'
Minimum Lot Depth	100'	90'
Minimum Interior Lot Side Yard	6.5' or 10% of lot width, whichever is greater; max 10'	5'

Although this property is uniquely shaped and requires careful consideration regarding the placement of homes, it is possible to develop SF-7 residences in accordance with the standard lot regulations.

At the initial public hearing on July 5, 2016, the Planning & Zoning Commission directed the applicant to meet with staff to modify the proposed PD stipulations and reduce the number of lots affected by the modified standards. The updated PD stipulations still allow all lots to develop with a minimum five-foot side yard. However, due to the existing floodplain on the eastern portion of the subject property, the applicant is requesting to allow lots east of the floodplain to develop with reduced lot width and lot depth. Although a masonry screening wall is not required for lots that side to public streets, the applicant is also proposing a stipulation to construct a masonry screening wall along Los Rios Boulevard and Jupiter Road. Staff is in support of the requested PD stipulations due to the unique shape of the property and the existing floodplain on the eastern portion of the site.

SUMMARY:

This is a request to rezone 7.9 acres located at the northeast corner of Jupiter Road and Los Rios Boulevard from Agricultural to Planned Development-Single-Family Residence-7. The residential zoning request is in conformance with the recommendations of the Comprehensive Plan. Staff believes a residential use is appropriate in the context of the surrounding residential properties, and the requested PD stipulations are consistent with the direction provided by the Planning and Zoning Commission at the July 5, 2016 meeting. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

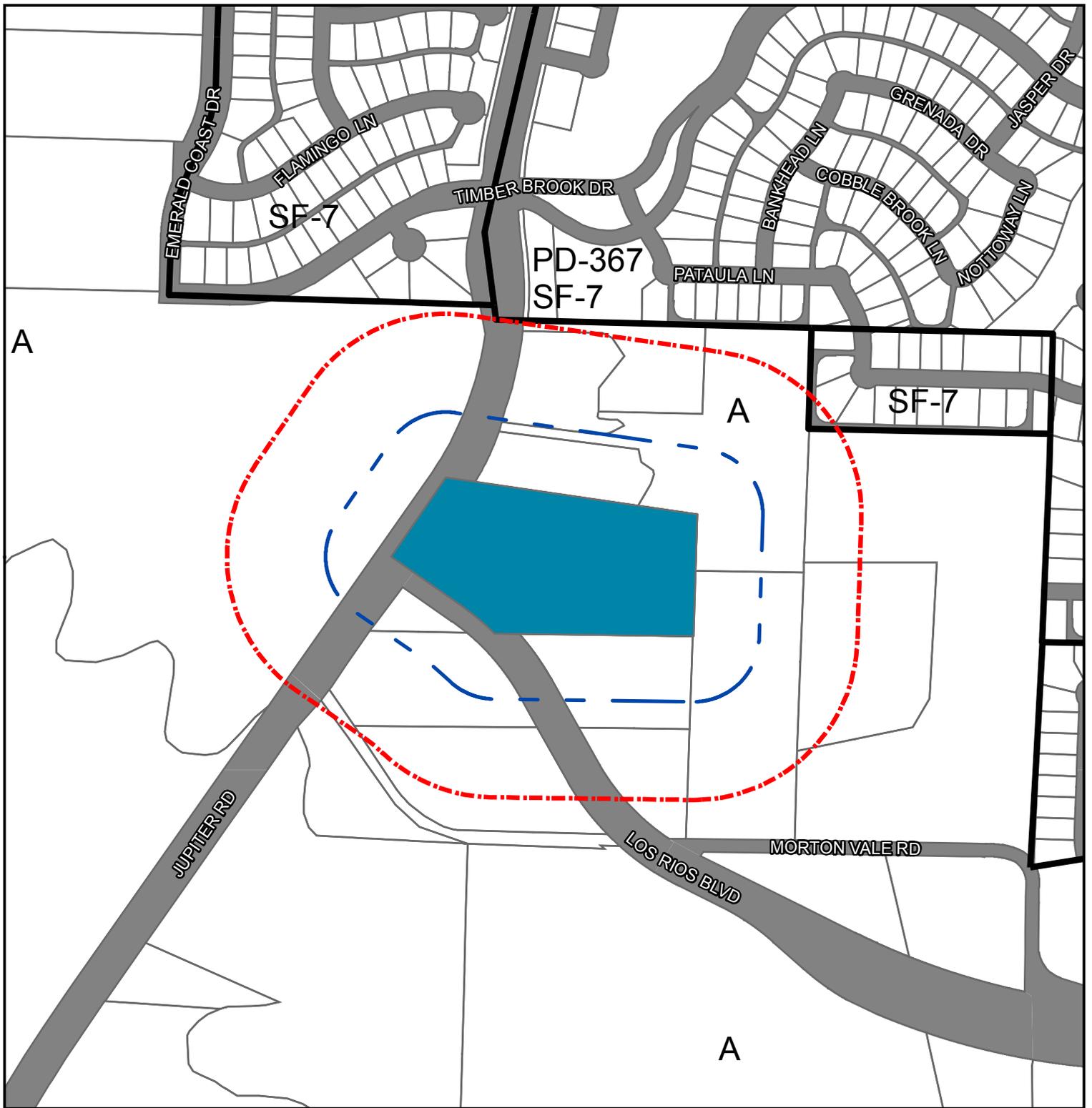
Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-7 (SF-7) district unless otherwise specified herein.

1. Minimum Interior Lot Side Yard: 5 feet

2. A 6-foot masonry screening wall to be owned and maintained by the homeowner's association shall be constructed along Los Rios Boulevard and Jupiter Road rights-of-way.
3. The following standards shall apply to lots located east of the drainage and floodway easement:
 - a. Minimum Lot Width: 50 feet
 - b. Minimum Lot Depth: 90 feet



Zoning Case #: 2016-024

Existing Zoning: Agricultural (A)

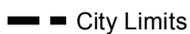
Proposed Zoning: Planned Development-Single-Family Residence-7 (PD-SF-7)

 500' Courtesy Notification Buffer

 200' Notification Buffer

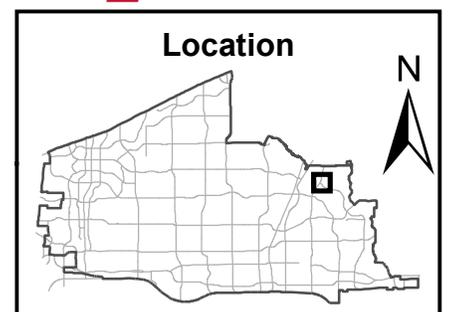
 Subject Property

 Zoning Boundary

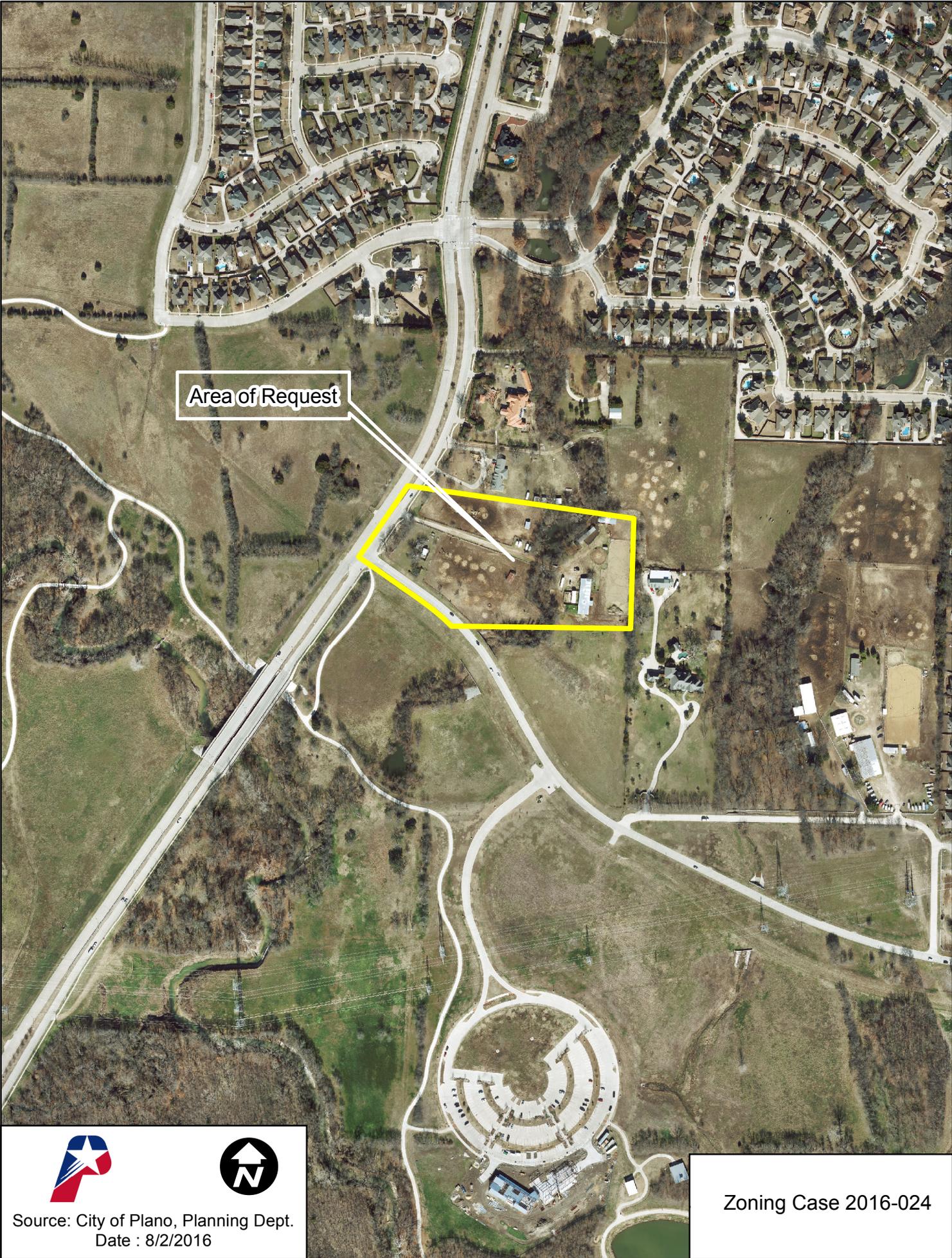
 City Limits

 Specific Use Permit

 Right-of-Way



Source: City of Plano Planning Department

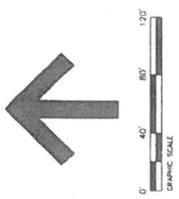
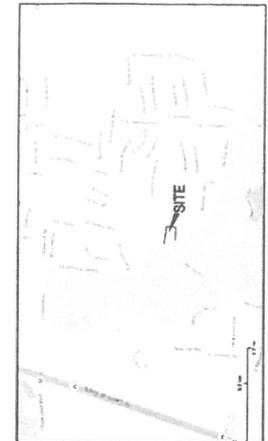


Area of Request



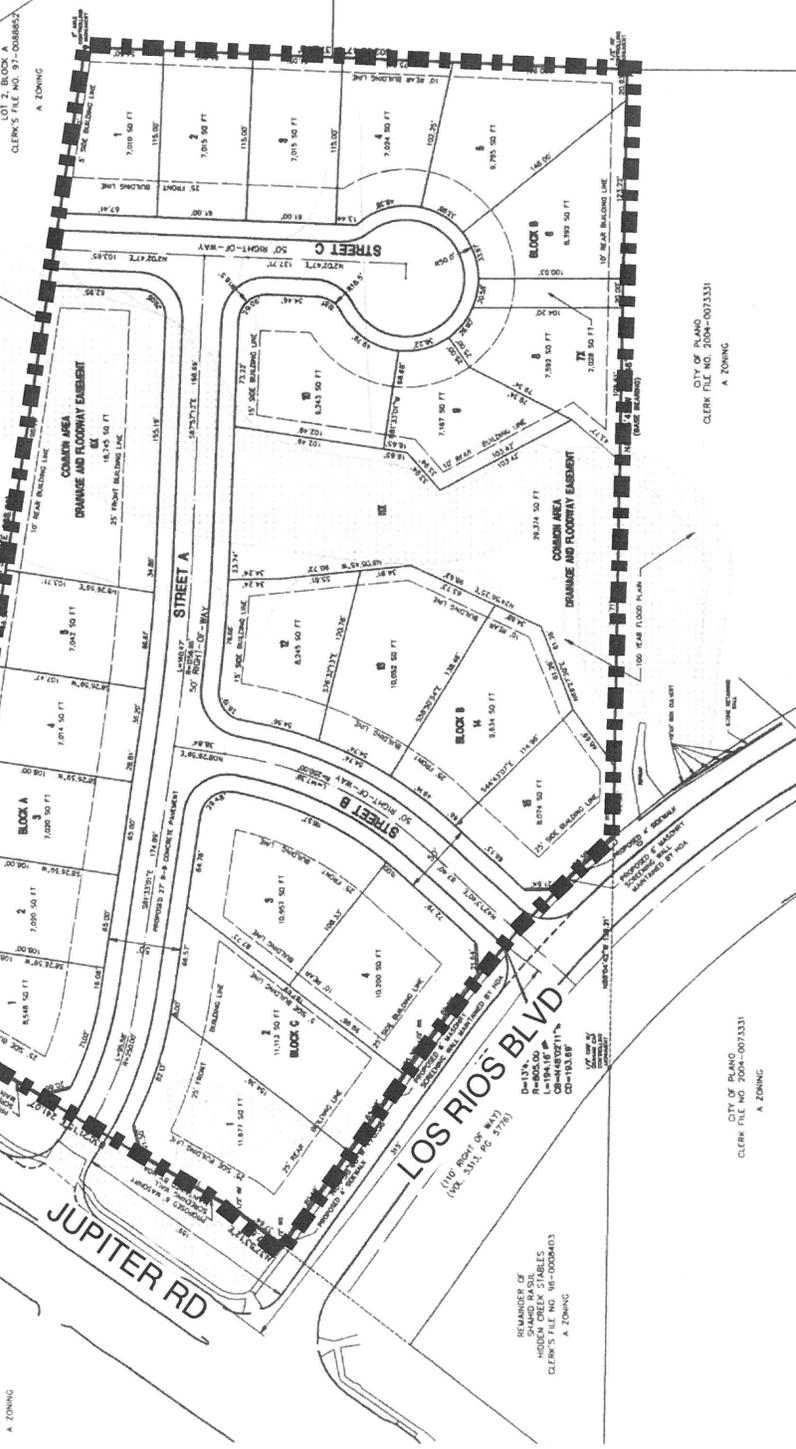
Source: City of Plano, Planning Dept.
Date : 8/2/2016

Zoning Case 2016-024



CITY OF PLANO
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A ZONING



PLANNED DEVELOPMENT STIPULATIONS

1. All lots permitted by Section 9.600 (C)-7 Single Family Residence shall be used for the purpose of Single Family Residence. The Zoning Ordinance shall apply to all other requirements of the Zoning Ordinance with the following exceptions:
 - a. Minimum lot depth required = 90 feet for parcels located east of the drainage and floodway easement only.
 - b. Minimum lot width/interior required = 50 feet for parcels located east of the drainage and floodway easement only.
 - c. Minimum Side Yard = 5 feet.
2. A roadway screening wall (6' height) will be constructed along the frontages of Jupiter Road and Los Rios Boulevard.

SITE DATA SUMMARY TABLE

ZONING CODE	PROPOSED REQUIREMENT	STANDARD REQUIREMENT
SP-7 FAMILY	PD SP-7 FAMILY	SP-7 FAMILY
MINIMUM LOT SIZE	7,000 SQ. FT.	7,000 SQ. FT.
MINIMUM LOT WIDTH (INTERIOR)	50 FEET	50 FEET
MINIMUM LOT WIDTH (CORNER)	70 FEET	70 FEET
MINIMUM SIDE YARD (INTERIOR)	25 FEET	25 FEET
MINIMUM SIDE YARD (CORNER)	15 FEET	15 FEET
MAX. BUILDING HEIGHT	15 FEET OR 2 STORES	15 FEET OR 2 STORES
REQUIRED PARKING	45 PERCENT	45 PERCENT
	2 SPACES (OFF-STREET)	2 SPACES (OFF-STREET)

EXISTING TREE CANOPY



PROJECT #CP2018-018

SHEET TITLE
CONCEPT PLAN
THE HIDDEN OAKS PLANO
6.82 ACRES
JEREMAH MUNCY SURVEY, ABSTRACT NO. 330
PLANO, TEXAS

PREPARED BY
JDJR
ENGINEERS & CONSULTANTS, INC.
3638 COPPERSTONE DRIVE
DALLAS, TEXAS 75228
PHONE: (214) 215-1886
CONTACT: KAZEEER SCHON
FIZZA SCHON HABRM

DATE: 5-26-16
SCALE: 1" = 40'
SHEET NO. 1 OF 1

REVISION	DATE	BY	DESCRIPTION
1-15-16	1-15-16	JDJR	INITIAL DESIGN
2-22-16	2-22-16	JDJR	REVISIONS
3-29-16	3-29-16	JDJR	REVISIONS
4-27-16	4-27-16	JDJR	REVISIONS
5-26-16	5-26-16	JDJR	REVISIONS
7-27-16	7-27-16	JDJR	REVISIONS





June 21, 2016

City of Plano
 Ross Altobelli, Planning Department
 1520 K Avenue, Suite 250
 Plano, Texas 75074

RE: ZC2016-024

Dear Mr. Altobelli:

You have inquired as to the capacities and enrollment projections for the following schools:

The following table provides both enrollment and capacity figures.

School	2015/16 Enrollment (Actual)	2016/17 Enrollment (Projected)	2017/18 Enrollment (Projected)	2018/19 Enrollment (Projected)	2019/20 Enrollment (Projected)	2020/21 Enrollment (Projected)	Program Capacity	Functional Capacity
McCall Elementary	554	555	550	565	565	575	724	615
Bowman Middle	866	911	954	940	994	981	1686	1433
Williams High	1214	1180	1222	1313	1334	1376	2204	1873
Plano East Senior High	2957	3056	3125	3096	3146	3330	3469	2949

The enrollment figures are derived from our most recent demographer's report. The 2015/16 column represents actual enrollment as of the October 2015 snapshot date. All other enrollment figures are projected and are based on City zoning as it existed in the fall of 2015. The impact of any zoning changes since that time (including this requested rezoning) are not yet factored into the projections.

Program capacity figures are based on current building floor plans, and the application of the District's maximum class size to every standard classroom. 22 students max for Kindergarten and Grades 1 through 4, 26 max for Grade 5, and 28 max at the Secondary level.



Functional capacity figures recognize there will always be inherent/uncontrollable inefficiencies in classroom utilization. For instance, as mentioned above, the District limits class sizes in kindergarten through grade 4 to a maximum of 22 students. If a building has three first grade classrooms, it can accommodate up to 66 students (Program Capacity). However, if only 54 students are enrolled in first grade, each class will actually only serve 18 students. The additional capacity of 12 students (66-54) is not utilized as it is not available to other grades or other campuses. In recognition of this variable, the functional capacity is calculated at 85% of the program capacity.

Sincerely,

Stephen Fortenberry
Chief Financial Officer
Plano ISD

Zoning Case 2016-024

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 7.9 acres of land out of the Jeremiah Muncy Survey, Abstract No. 621, located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of August, 2016, for the purpose of considering rezoning 7.9 acres of land out of the Jeremiah Muncy Survey, Abstract No. 621, located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of August, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 7.9 acres of land out of the Jeremiah Muncy Survey, Abstract No. 621, located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-7 (SF-7) district unless otherwise specified herein.

1. Minimum Interior Lot Side Yard: 5 feet
2. A 6-foot masonry screening wall to be owned and maintained by the homeowner's association shall be constructed along Los Rios Boulevard and Jupiter Road rights-of-way.
3. The following standards shall apply to lots located east of the drainage and floodway easement:
 - a. Minimum Lot Width: 50 feet
 - b. Minimum Lot Depth: 90 feet

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

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

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

PASSED AND APPROVED THIS THE 22ND DAY OF AUGUST, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-024

BEING a tract of land situated in the JEREMIAH MUNCY SURVEY ABSTRACT NO. 621, in the City of Plano, Collin County, Texas, and being part of a tract of land described in deed to Shahid Rasul recorded in Clerk's File No. 96-0008403 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found for corner in the southeasterly line of Jupiter Road (a called variable width right-of-way), same being the northwest corner of said Rasul tract and the southwest corner of Panjab Estates, an addition to the City of Plano, Texas, according to the plat recorded Clerk's File No.97-0088852, of the Deed Records of Collin County, Texas;

THENCE South $81^{\circ}33'01''$ East, along the south line of said Panjab Estates, for a distance of 688.88 feet to a 2 inch axle found for corner;

THENCE South $02^{\circ}02'47''$ seconds West, for a distance of 372.73 feet to a 1/2 inch iron rod found for corner at the northeast corner of a tract of land as described in deed to the City of Plano as recorded in Clerk's File No. 2004-0073331 of the Deed Records of Collin County, Texas;

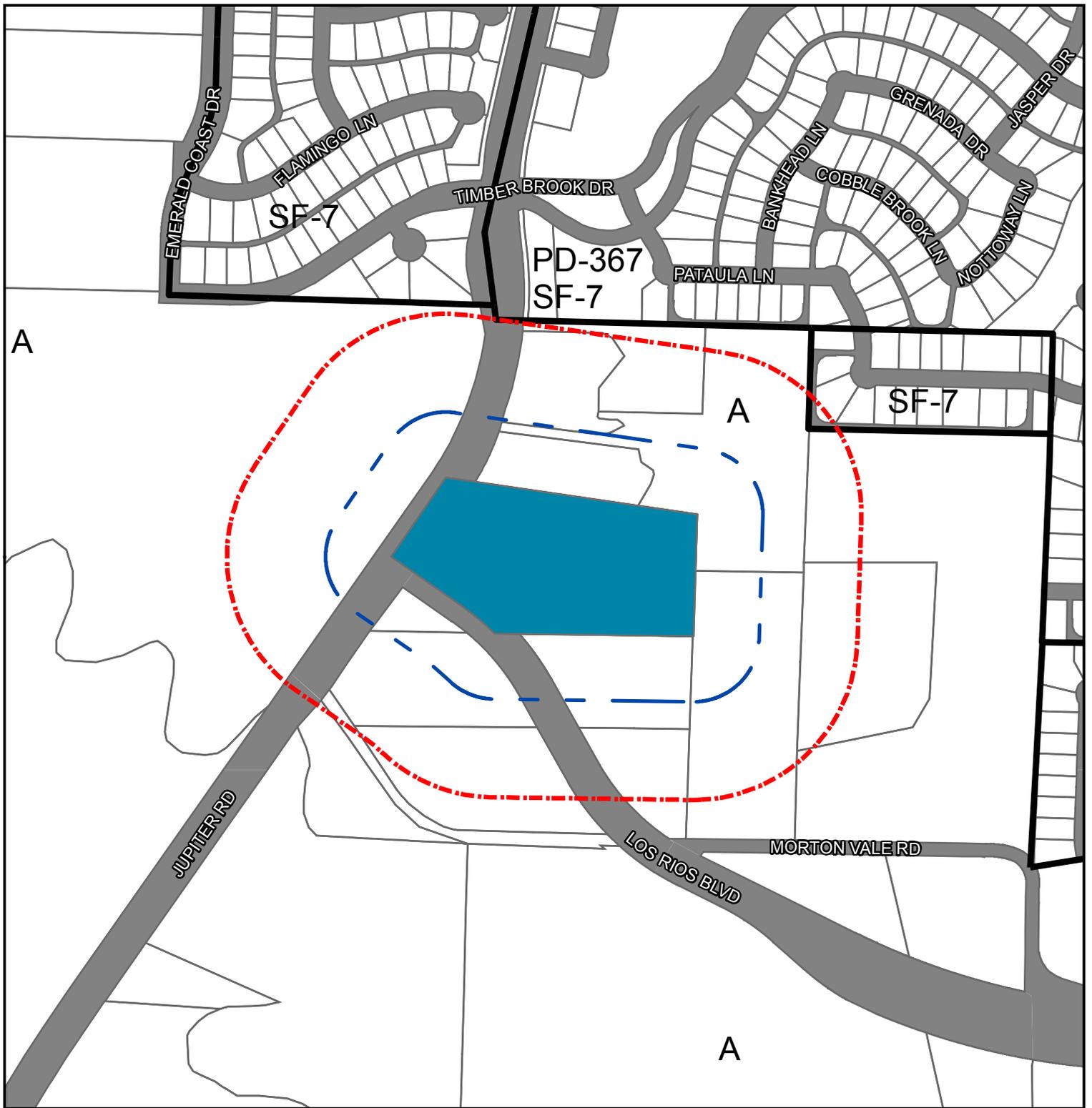
THENCE North $89^{\circ}04'42''$ West, along the north line of said City of Plano tract, for a distance of 529.46 feet to a 1/2 inch iron rod set for corner in the northeasterly line of Los Rios Blvd. (a called 110 right-of-way), and continuing for a total distance of 605.88 feet to a point for corner in the centerline of said Los Rios Blvd., same being the beginning of a non-tangent curve to the left having a radius of 750.00 feet, a central angle of $09^{\circ}54'22''$, and a chord bearing of North $49^{\circ}59'35''$ seconds West and a chord distance of 129.51 feet;

THENCE northwesterly, along said curve to the left and the said centerline line of Los Rios Blvd., for an arc distance of 129.67 feet to a point for corner at the end of said curve;

North $54^{\circ}56'46''$ West, along the said centerline line of Los Rios Blvd., for a distance of 264.53 feet to the centerline of Jupiter Road;

THENCE North $34^{\circ}47'43''$ East, along the said centerline line of Jupiter Road, for a distance of 294.09 feet to a point for corner;

THENCE South $81^{\circ}33'01''$ East, departing the said centerline of Jupiter Road, for a distance of 86.57 feet to the POINT OF BEGINNING and CONTAINING a computed area of 343,426.94 square feet or 7.8840 acres of land, more or less.



Zoning Case #: 2016-024

Existing Zoning: Agricultural (A)

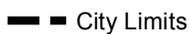
Proposed Zoning: Planned Development-Single-Family Residence-7 (PD-SF-7)

 500' Courtesy Notification Buffer

 200' Notification Buffer

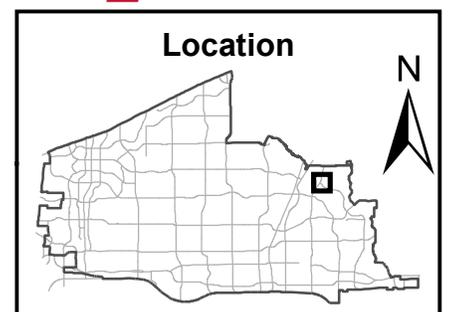
 Subject Property

 Zoning Boundary

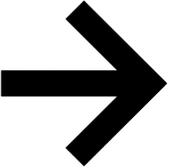
 City Limits

 Specific Use Permit

 Right-of-Way

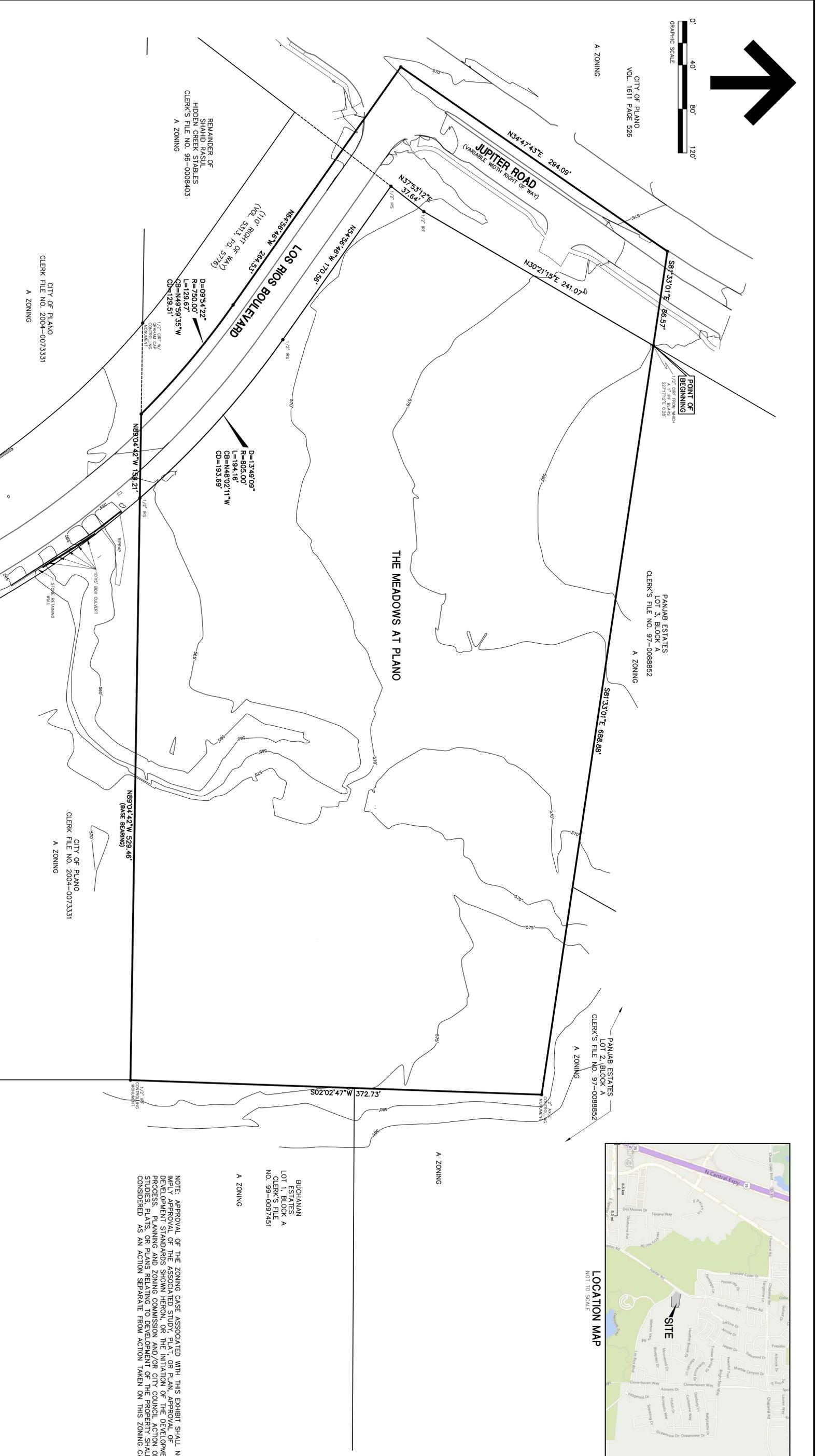


Source: City of Plano Planning Department



CITY OF PLANO
VOL. 1611 PAGE 526

A ZONING



POINT OF BEGINNING

PANUAB ESTATES
LOT 3, BLOCK A
CLERK'S FILE NO. 97-0088852

A ZONING

PANUAB ESTATES
LOT 2, BLOCK A
CLERK'S FILE NO. 97-0088852

A ZONING



LOCATION MAP
NOT TO SCALE

BUCHANAN
ESTATES
LOT 1, BLOCK A
CLERK'S FILE
NO. 99-0097451

A ZONING

NOTE: APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF THE ASSOCIATED STUDY PLAN OR PLANNING APPROVALS. THE DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THE PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

LEGAL DESCRIPTION

BEING a tract of land situated in the JEREMIAH MUNICYPAL SURVEY, ABSTRACT NO. 0211, in the City of Plano, Collin County, Texas, and being part of a tract of land described in detail to Sheriff Basul recorded Clerk's File No. 96-000434 of the Deeds Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch clipped iron rod found for corner in the southerly line of Jupiter Road (a cable variable width right-of-way), same being the northeast corner of said road tract and the southeast corner of the City of Plano, Collin County, Texas, as shown on the plat recorded Clerk's File No. 97-0088852, of the Deed Records of Collin County, Texas;

THENCE South 81 degrees 33 minutes 01 seconds East, along the south line of said Panjab Estates, for a distance of 680.89 feet to a 2 inch round iron corner;

THENCE South 02 degrees 02 minutes 47 seconds West, for a distance of 372.73 feet to a 1/2 inch iron rod found for corner at the northeast corner of a tract of land as described in detail to the City of Plano as recorded in Clerk's File No. 2004-0073331 of the Deed Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 42 seconds West, along the north line of said City of Plano tract, for a distance of 529.46 feet to a 1/2 inch iron rod set for corner in the northeasterly line of Los Rios Boulevard, as shown on the plat recorded Clerk's File No. 96-000434 of the Deed Records of Collin County, Texas, and a chord bearing of North 49 degrees 59 minutes 35 seconds West and a chord distance of 129.91 feet;

CITY OF PLANO
CLERK FILE NO. 2004-0073331
A ZONING

REMAINDER OF
SHAWNEE
HIDDEN CREEK STABLES
CLERK'S FILE NO. 96-0008403
A ZONING

THENCE Northwestery, along said curve to the left and the said centerline line of Los Rios Blvd., for an arc distance of 129.67 feet to a point for corner at the end of said curve;

THENCE North 54 degrees 56 minutes 46 seconds West, along the said centerline line of Los Rios Blvd., for a distance of 284.53 feet to the centerline of Jupiter Road;

THENCE North 34 degrees 47 minutes 43 seconds East, along the said centerline line of Jupiter Road, for a distance of 294.09 feet to a point for corner;

THENCE South 81 degrees 33 minutes 01 seconds East, departing the said centerline of Jupiter Road, for a distance of 86.57 feet to the POINT OF BEGINNING and containing a computed area of 343,428.94 square feet or 7.8840 acres of land, more or less.

CITY OF PLANO
CLERK FILE NO. 2004-0073331
A ZONING

OWNER:
SHAHID RASUL
7612 PEACH BLOSSOM DRIVE
PLANO, TEXAS 75025-3744
PHONE: (972) 208-2349

APPLICANT:
NAFK, LLC
3638 COPPERSTONE DRIVE
DALLAS, TEXAS 75287
PHONE: (214) 216-1186
CONTACT: KHIZER SCHON
FIZZA SCHON HASHMI

REVISIONS:	
6-09--16	CITY COMMENTS
6-20--16	CITY COMMENTS
6-27--16	CITY COMMENTS

PROJECT #ZC2016-024

SHEET TITLE:
ZONING EXHIBIT
THE MEADOWS AT PLANO
7.8840 ACRES
JEREMIAH MUNICYPAL SURVEY, ABSTRACT NO. 320
PLANO, TEXAS

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DATE: 5-26-16	DRAWN BY: JDJR	SHEET NO.:
SCALE: 1"=40'	CHECKED BY: JDJR	1 OF 1