

CITY COUNCIL

1520 AVENUE K



DATE: 9/8/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION: Meadows Baptist Church
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: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 19 through September 21 this year</p> <p>SPECIAL RECOGNITION: Selso Mata was named Building Official of the Year by the Building Officials Association of Texas</p> <p>PRESENTATION: The Planning Department has received a Certificate for Planning Excellence in 2014 from the American Planning Association Texas Chapter</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 25, 2014 September 3, 2014</p>	
	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2014-260-B for maintenance and cosmetic upgrades at the Carpenter Park Recreation Center from Criterion Contractors, Inc., in the amount of \$172,500 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2014-311-B for the purchase of two (2) Ford F250 4X4 Crew Cab Pickups for the Fleet Services Department, to be utilized by the Fire Department from Sam Pack's Five Star Ford in the amount of \$55,090 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2014-301-B for the purchase of three (3) Ford F350 Extended Cab, 1-Ton Trucks with Utility Bodies and one (1) Ford F350 Crew Cab, 1-Ton Truck with Utility Body for the Fleet Services Department, to be utilized by the Parks and Recreation Department and Public Works Department from Sam Pack's Five Star Ford in the amount of \$123,578 and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>CSP No. 2014-142-C for the purchase, installation and maintenance of an Interview Room Audiovisual Recording and Content Management System for the Police Department to MediaSolv Solutions Corporation in the amount of \$198,054 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><u>Purchase from an Existing Contract</u></p>	
(f)	<p>To approve a contract to purchase new furniture for the remodeled Technology Services Center from Facilitatech dba Business Interiors in the amount of \$303,153 and Texas Furniture Source, Inc., in the amount of \$44,190 for a total amount of \$347,343 through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule) and authorizing the City Manager to execute all necessary documents. (TXMAS 3-7110160, 3-711110209, 4-7110240, 6-7110140, 6-71111060, 7-110180, 7-7110170-3, 9-711020, 11-71050, 11-73050, 13-71070)</p>	
(g)	<p>To approve the purchase of Chisholm Trail Drainage Improvements at Spring Creek Parkway for the Parks and Recreation Department in the amount of \$130,595 from Kellogg Brown and Root LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R5087)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(h)	<p>To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$132,000 for the Legacy Drive U-Turn Bridge at Dallas North Tollway, Project No. 6491; and authorizing the City Manager to execute all necessary documents.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(i)	<p>To approve the Third Amended Bylaws of the Plano Health Facilities Development Corporation to change the term of the officers on the Board of Directors to two (2) years and authorize the Board to hold an election within six (6) months of an office being vacated; and providing an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p>	
(j)	<p>To authorize a one-time three percent (3%) lump sum payment for Battalion Chiefs for the 2014-2015 fiscal year in lieu of the three percent (3%) across-the-board increase for other employees; establishing a salary plan for the Fire Department effective September 22, 2014 and providing a repealer clause, a severability clause and an effective date.</p>	
(k)	<p>To amend Section 2-1(e) of the City Code of Ordinances of the City of Plano, Texas to allow non-profit organizations to use the City logos and/or brand upon written approval of the City Manager; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.</p>	
(l)	<p>To amend Section 21-2(f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p>	
	<p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and providing an effective date. (Public Hearing held on August 11, 2014.)	
(2)	Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2014-15; and providing an effective date. (Public Hearing held on August 11, 2014.)	
(3)	Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2014, and terminating September 30, 2015, and providing an effective date. (Public Hearings were held on August 25, 2014 and September 3, 2014.)	
(4)	Consideration of an Ordinance to ratify the property tax revenue increase in the 2014-15 Budget as a result of the City receiving more revenues from property taxes in the 2014-15 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 25, 2014 and September 3, 2014.)	
(5)	Public Hearing and consideration of a Resolution to approve the use or taking of a portion of City of Plano public Park Land, known as Haggard Park pursuant to Chapter 26 of the Texas Parks and Wildlife Code and Section 4(f) of the Department of Transportation Act (49 U.S.C. §303) to approve using a portion of dedicated Park Land as a permanent easement for purposes of relocating Dallas Area Rapid Transit (DART) owned 15th Street Signal Equipment to a Central Instrumentation House (CIH); authorizing the City Manager to execute all necessary documents; and providing an effective date.	
(6)	Consideration to approve a Professional Services Agreement by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC. in the amount of \$65,679 for the 14th/15th Street DART Signal Cabinet Relocation project and authorizing the City Manager to execute all necessary documents.	
(7)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-21, to repeal in its entirety Ordinance No. 81-5-7; thereby rescinding Specific Use Permit No. 74 for the additional use of a Private Club on 0.4± acre of land located on the south side of 14th Street, 165± feet east of U.S. 75 in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 74 for Private Club, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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: City of Plano	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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:		09/08/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 19 through September 21 this year				
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:		09/08/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: Selso Mata was named Building Official of the Year by the Building Officials Association of Texas.				
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:		09/08/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Planning Department has received a Certificate for Planning Excellence in 2014 from the American Planning Association Texas Chapter				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 25, 2014**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ben Harris, Deputy Mayor Pro Tem (arrived at 6:47 p.m.)
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, August 25, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:20 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session

No items were brought forward.

Marketing and Community Engagement Update

Director of Marketing and Community Engagement Vail-Grube presented a brief video promoting Plano. She spoke to the Marketing and Community Engagement Department's 12 staff member's support of 26 City departments for marketing, digital communication and community engagement. Ms. Vail-Grube stated marketing is provided externally to citizens with a weekly newsletter and internally to employees through a weekly newsletter, intranet, and employee events. She reported avenues of digital communication include the website, Plano TV, City Call, Fix It Plano, and Plano Town Halls. Ms. Vail-Grube advised the City communicates with citizens via Facebook, Twitter, You Tube, and Instagram. She stated community engagement is achieved through the HOA Presidents Council and Citizens Academy. Ms. Vail-Grube spoke to program successes and the accolades the programs have received. She updated the Council on future programs including a MyPlano app, TEDexPlano 2015, and additional Plano TV programming and improvements.

Media Relations Update

Director of Media Relations Stoler spoke to the Media Relations Department's responsibilities of cultivating relationships and communicating effectively with media outlets, developing and conducting media training for staff, and developing media stories. He stated a main goal is to share Plano's story beyond the region. Mr. Stoler reported dozens of stories have been generated in the last eight months, including Plano being included in a TIME Magazine special book of the ten healthiest cities and highlighted positive stories related to Plano. He advised media training has been beneficial for staff in handling difficult situations with the press and working with the Marketing and Community Engagement Department is essential to disseminating vital information. Mr. Stoler spoke to the media marketing contract with Vocus to track media coverage of Plano, including estimating public relations value of the coverage, and the new online press kit available to media outlets. He stated on average there are eleven Plano stories in the media each week with a majority of the stories being positive. Mr. Stoler advised Plano is cooperative, transparent, and efficient when dealing with the media.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

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

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 25, 2014**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 25, 2014, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Associate Pastor Peckham from Christ United Methodist Church led the invocation and Council Member Davidson led the Pledge of Allegiance.

Mayor LaRosiliere recognized the Team Protons students for their achievement.

Comments of Public Interest

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Council Member Miner and seconded by Deputy Mayor Pro Tem Harris, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item “A”)

August 6, 2014
August 11, 2014
August 16, 2014

Approval of Expenditures

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

Bid No. 2014-235-C for a one (1) year contract with three (3) City optional one (1) year renewals for Outdoor Litter Removal and Restroom Maintenance for the Parks and Recreation Department to Worldwide Enterprises Inc. dba James Enterprise in the estimated annual amount of \$78,965, to Lillard Lawn and Landscape in the estimated annual amount of \$83,664, and to Premier Building Maintenance Inc. in the estimated annual amount of \$83,117; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2014-5-C & RFP No. 2014-214-C for a one (1) year contract with three (3) City optional one (1) year renewals for Employee Benefit Claims Third Party Administrator & Pharmacy Benefits Manager to be utilized by Human Resources to United HealthCare Services, Inc., in an estimated total amount of \$4,816,565 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of a Rosenbauer America Fire Department Aerial for Fleet Services to be utilized by the Fire Department in the amount of \$1,017,721 from Daco Fire Equipment, Inc. through an existing contract with HGAC and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-13) (Consent Agenda Item “D”)

To approve the purchase of Cisco Networking Switches and maintenance for the Police Department Building in the amount of \$339,080 from Presidio Networked Solutions Group, LLC through an existing DIR (Department of Information Resources) contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2544) (Consent Agenda Item “E”)

To approve the purchase of services and equipment to relocate wireless networking equipment in the amount of \$349,142 from Scientel Wireless, LLC, through an existing HGAC (Houston-Galveston Area Council) contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09) (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2014-8-11(R): To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2014-8-12(R): To approve the terms and conditions of an agreement by and between the City of Plano and Time Warner Cable providing for the relocation of existing overhead cable television facilities in the 15th Street right-of-way to underground locations within the 15th Street right-of-way from G Avenue to U.S. 75; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "H")

Resolution No. 2014-8-13(R): To nominate DPS Holdings 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. (Consent Agenda Item "I")

END OF CONSENT

Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.04 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). (Regular Item "1")

Director of Budget and Research Rhodes-Whitley stated this is the first of two required public hearings for the tax revenue increase due to increased property values and that the second hearing will be held at 5:00 p.m. on September 3rd.

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

Ordinance No. 2014-8-14 as requested in Zoning Case 2014-13 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development- 101-Retail/General Office on 53.4± acres of land located at the northeast corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, to allow Single-Family Residence Attached by right with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Nash Group Real Estate (Tabled August 11, 2014) (Regular Item "2")

Director of Planning Day spoke to the original request being tabled at the August 11, 2014 meeting. Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 7-0 to remove the item from the table.

Ms. Day stated the ordinance presented is as directed by Council at the last meeting with a minor change to the requirements for Single-Family Residence Attached by right, Items 7 and 8 by adding "adjacent to any residential lots" to the wording. In response to Council Member Miner, Ms. Day stated a traffic light will be placed on Preston Road at the entrance to the subdivision and the developer would need to work with Oncor regarding the power lines.

Ordinance No. 2014-8-14 (cont'd.)

The Council stated approval of the ordinance with the following changes (changes indicated in **bold**):

Restrictions:

General Standards

1. Retail uses shall not exceed 50,000 square feet of gross building area.
2. The maximum size of any single building for retail uses shall not exceed 15,000 square feet of gross building area.
3. Retirement housing, household care institution, and long-term care facility uses are additional allowed uses for the portion of the property south of the natural floodplain and watercourse.
4. Provision of a hike and bike trail easement along the northern property line. Adjacent to the Single-Family-6 property, the hike and bike trail easement shall be the full width of the TP&L easement within this property. Adjacent to the Multifamily-3 property, the hike and bike trail easement shall be 30 feet in width and shall be in the northernmost portion of the TP&L easement within this property.
5. Single-Family Residence Attached is an additional permitted use.

Single-Family Residence Attached Standards

Single-Family Residence Attached development shall be in accordance with the Single-Family Residence Attached zoning district regulations with the following exceptions:

1. Minimum lot area per dwelling unit: 2,125 square feet
2. Minimum side yard of corner lot: 10 feet
3. Minimum usable open space: None
4. Parking requirements: One-fourth visitor parking shall be provided within 900 feet of each unit
5. Rear yard fencing adjacent to the central amenity area is required to be 50 percent or greater open construction (use of ornamental iron fencing) to maintain an open appearance for those portions of the lots abutting the common open space.
6. A maximum of two lots shall be allowed to have a minimum lot depth of 80 feet.
7. An 8-foot high masonry screening wall shall be provided along the eastern lot lines of Harvard Addition, Block A, Lots 1-4 **adjacent to any residential lots.**

Ordinance No. 2014-8-14 (cont'd.)

8. A 10-foot wide HOA lot shall be provided along the eastern lot lines of Harvard Addition, Block A, Lots 1 and 2 **adjacent to any residential lots**. The HOA lot shall be planted to create an irrigated, evergreen living screen of at least 12 feet in height within two years of planting, for additional sound attenuation. An 8-foot high masonry screening wall shall be located on the eastern edge of this HOA lot.

9. Eyebrow-design at street corners shall not be required.

Upon a motion made by Council Member Downs and seconded by Council Member Davidson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-101-Retail/General Office on 53.4± acres of land located at the northeast corner of Preston Road and Spring Creek Parkway, in the City of Plano, Collin County, Texas, to allow Single-Family Residence Attached by right with modified development standards; directing a change accordingly in the official zoning map of the City; with the amended wording; and to further adopt Ordinance No. 2014-8-14.

Public Hearing and consideration of Ordinances requested in Zoning Cases 2014-19, 2014-20, 2014-22, and 2014-23, all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano. (Regular Item “3”)

Ordinance No. 2014-8-15: Zoning Case 2014-19 - To rescind Specific Use Permit #402 for Private Club on 0.1± acre located 90± feet north of Spring Creek Parkway, 80± feet east of K Avenue. Zoned Retail with Specific Use Permit #402 for Private Club.

Ordinance No. 2014-8-16: Zoning Case 2014-20 - To rescind Specific Use Permit #396 for Private Club on 0.1± acre located 895± feet south of Spring Creek Parkway, 524± feet west of Preston Road. Zoned Planned Development 447- Retail/Multifamily Residential-2 with Specific Use Permit #396 for Private Club.

Ordinance No. 2014-8-17: Zoning Case 2014-22 - To rescind Specific Use Permit #84 for Private Club on 0.6± acre located on the west side of U.S. Highway 75, 700± feet north of 16th Street. Zoned Corridor Commercial with Specific Use Permit #84 for Private Club.

Ordinance No. 2014-8-18: Zoning Case 2014-23 - To rescind Specific Use Permit #251 for Private Club on 2.7± acres located on the west side of U.S. Highway 75, 1,500± feet south of Heritage Drive. Zoned Corridor Commercial with Specific Use Permit #251 for Private Club.

All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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: City of Plano

Public Hearing and consideration of Ordinances (cont'd.)

Director of Planning Day advised the restaurants no longer exist, the original private clubs have changed to a mixed-beverage license, or the project never came to fruition for these locations and the ordinances would repeal unused specific use permits. She advised that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 7-0 to repeal Specific Use Permits for Private Clubs as requested in Zoning Cases 2014-19, 2014-20, 2014-22, and 2014-23 as recommended by the Planning and Zoning Commission and further to adopt Ordinances No. 2014-8-15 through 2014-8-18.

Public Hearing and adoption of Ordinance No. 2014-8-19 as requested in Zoning Case 2014-17 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-179-Downtown Business/Government on 8.1± acres of land located at the southwest corner of 18th Street and G Avenue, in the City of Plano, Collin County, Texas, to modify the development standards of the district; 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: CDDR Properties, LLC (Regular Item "4")

Director of Planning Day stated this request is related to an existing planned development in the downtown area. She spoke to the developer installing infrastructure and building 14 single-family attached homes on the property. Ms. Day advised In Town Homes has purchased the property and are proposing to build single-family detached homes. She reported the proposed plan reduces the density from 98 lots to 75 lots and due to location, 10 of the lots will require Heritage Commission review. Ms. Day stated the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Duggan and seconded by Council Member Gallagher, the Council voted 7-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-179-Downtown Business/Government on 8.1± acres of land located at the southwest corner of 18th Street and G Avenue, in the City of Plano, Collin County, Texas, to modify the development standards of the district; directing a change accordingly in the official zoning map of the City; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2014-17; and to further adopt Ordinance No. 2014-8-19.

Public Hearing and adoption of Ordinance No. 2014-8-20 to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano (Regular Item “5”)

Director of Planning Day stated at the Council’s instruction the Planning and Zoning Commission held a hearing to amend the Thoroughfare Plan in November, 2013. She spoke to the additional alignment near Park Vista Road, south of the railroad tracks where it connects to FM 544, and Heritage Parkway in the City of Murphy, advising it is a Type “F” alignment with a 60 foot right-of-way and 30 feet of pavement. Ms. Day stated that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 7-0 to amend the Thoroughfare Plan map of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said map as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and to further adopt Ordinance No. 2014-8-20.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:28 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Special Called Session
September 3, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
Patrick Gallagher

COUNCIL MEMBERS ABSENT

André Davidson
Jim Duggan
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Special Session on Wednesday, September 3, 2014, at 5:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

A second public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.04 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). (First public hearing conducted August 25, 2014.)

Director of Budget and Research Rhodes-Whitley stated this is the second required public hearing to comply with Truth-in-Taxation regulations and the Council will vote on the tax rate at the September 8, 2014 City Council Meeting.

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak. The Public Hearing was closed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 5:02 p.m.

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:		09/08/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2014-260-B for maintenance and cosmetic upgrades at the Carpenter Park Recreation Center from Criterion Contractors, Inc., in the amount of \$172,500, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		31,838	241,000	15,000
Encumbered/Expended Amount		-31,838	-36,484	0
This Item		0	-172,500	0
BALANCE		0	32,016	15,000
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funds are available within the 2013-14 Capital Reserve CIP. This item, in the amount of \$172,500, will leave a current year balance of \$32,016 for other expenditures related to extending or improving the useful life of the Carpenter Park Recreation Center.</p> <p>STRATEGIC PLAN GOAL: Building modifications and renovations to improve and extend the useful life of Carpenter Park Recreation Center relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Criterion Contractors, Inc., in the amount of \$172,500, be accepted as the lowest, responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Carpenter Park Recreation Center (2014-260-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



Memorandum

Date: August 14, 2014
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Carpenter Park Recreation Center Maintenance and Cosmetic Upgrades – Bid # 2014-260-B

I have reviewed the bids submitted for the Maintenance and Cosmetic Upgrades at Carpenter Park Recreation Center. I recommend award to the apparent lowest, responsive, responsible bid submitted by Criterion Contractors, Inc., for \$172,500. There were bids also received from Randy Bearden Construction Specialists, Inc., for \$248,681, Scobilt Contractors, Inc., for \$262,950 and Mart, Inc., for \$305,000.

The maintenance and cosmetic upgrades include the replacement of the ceilings in the gym with a more durable surface to reduce the constant damage from basketball activities, therefore reducing existing maintenance and departmental labor costs from making constant repairs. Also included is the cost to replace the finishes in the restrooms on the second floor and bring the finishes up to the rest of the building.

The funding for the project was budgeted for in Capital Reserve Account #54422.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Matt Yager
Paul Kunze
Susie Hergenrader

CITY OF PLANO

BID NO. 2014-260-B CARPENTER PARK RECREATION CENTER MAINTENANCE AND COSMETIC UPGRADES BID RECAP

Bid Opening Date/Time: July 25, 2014 @ 10:00 AM

Number of Vendors Notified: 5192

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 4

Criterion Contractors, Inc. \$172,500

Randy Bearden Construction Specialists, Inc. \$248,681

Scobilt Contractors, Inc. \$262,950

Mart, Inc. \$305,000

Recommended Vendor:

Criterion Contractors, Inc. \$172,500

Michael Parrish

August 21, 2014

Michael Parrish, Senior Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/8/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
Bid No. 2014-311-B for the purchase of two (2) Ford F250 4X4 Crew Cab Pickups for the Fleet Services Department, to be utilized by the Fire Department from Sam Pack's Five Star Ford in the amount of \$55,090, 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	86,000	0	86,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,090	0	-55,090
BALANCE	0	30,910	0	30,910
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase two (2) Ford F250 4X4 Crew Cab Pickups for the scheduled replacements of units #01300 and #01303 in Cost Center #552/Fire. Remaining balance will be used for other Fleet and Equipment purchases. STRATEGIC PLAN GOAL: Providing two (2) Ford F250 4X4 Crew Cab Pickups for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Fleet Services recommends the bid of Sam Pack's Five Star Ford in the amount of \$55,090, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by the Fire Department. (Bid No. 2014-311-B)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo Bid Recap			NA	



Memorandum

Date: August 20, 2014

To: Bruce D. Glasscock, City Manager

From: Reid Choate, Fleet Manager

Subject: Fire Department Pickup Truck Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-311-B and recommends the purchase of two (2) Ford F250 4x4 Crew Cab Pickups from Sam Pack's Five Star Ford, the lowest responsive, responsible bidder, in the amount of \$55,090.02.

These vehicles are for the scheduled replacement of units 01300 and 01303 in Cost Center 552/Fire, approved in the FY13-14 Equipment Replacement Fund.

Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance, along with increased down time, and it would limit the Department in their capacity to provide Public Safety services.

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

CITY OF PLANO

BID NO. 2014-311-B
Four-wheel Drive, ¾-ton, Crew Cab Pickups
BID RECAP

Bid Opening Date/Time: August 18, 2014 @ 3:00 pm

Number of Vendors Notified: 1,178

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 7

Sam Pack's Five Star Ford	\$ 55,090.02
Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)	\$ 57,290.00
Huffines Chevrolet	\$ 59,460.00
Caldwell Country Automotive (aka Baby Jack II)	\$ 59,590.00
Reliable Chevrolet	\$ 61,288.00
AutoNation Ford	\$ 64,541.40
Grande Ford	\$ 67,016.86

Recommended Vendor:

Sam Pack's Five Star Ford	\$55,090.02
---------------------------	-------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 21, 2014

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:		9/8/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
Bid No. 2014-301-B for the purchase of three (3) Ford F350 Extended Cab, 1-Ton Trucks with Utility Bodies and one (1) Ford F350 Crew Cab, 1-Ton Truck with Utility Body for the Fleet Services Department, to be utilized by the Parks and Recreation Department and Public Works Department from Sam Pack's Five Star Ford in the amount of \$123,578, 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	154,000	0	154,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-123,578	0	-123,578
BALANCE	0	30,422	0	30,422
FUND(s): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase three (3) Ford F350 Extended Cab, 1-Ton Trucks with Utility Bodies and one (1) Ford F350 Crew Cab, 1-Ton Truck with Utility Body for the scheduled replacements of units #00365 in Cost Center #637/Athletic Fields Maintenance, unit #04314 in Cost Center #762/Utility Dist. #3, unit #06308 in Cost Center #765/Meter Services and unit #06309 in Cost Center #766/Utility Dist. #1. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing three (3) Ford F350 Extended Cab, 1-Ton Trucks with Utility Bodies and one (1) Ford F350 Crew Cab, 1-Ton Truck with Utility Body for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Fleet Services recommends the bid of Sam Pack's Five Star Ford in the amount of \$123,578, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by the Parks and Recreation Department and Public Works Department. (Bid No. 2014-301-B)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Award Memo		NA		
Bid Recap				



Memorandum

Date: August 20, 2014
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Utility Trucks Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-301-B and recommends the purchase of three (3) Ford F350 Extended Cab, 1-Ton trucks with utility bodies and one (1) Ford F350 Crew Cab, 1-Ton truck with utility body from Sam Pack's Five Star Ford, the lowest responsive, responsible bidder, in the amount of \$123,578.24.

These vehicles are for the scheduled replacement of unit 00365 in Cost Center 637/Athletic Fields Maintenance, unit 04314 in Cost Center 762/ Utility Dist. #3, unit 06308 in Cost Center 765/ Meter Services and unit 06309 in Cost Center 766/ Utility Dist. #1, all approved in the FY13-14 Equipment Replacement Fund.

Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance, along with increased down time, and it would limit the Departments in their capacity to maintain the City's infrastructure.

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

CITY OF PLANO

BID NO. 2014-301-B
One-ton Chassis Single Rear Wheel Trucks with Utility Bodies
BID RECAP

Bid Opening Date/Time: August 18, 2014 @ 3:00 pm

Number of Vendors Notified: 1,099

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 7

Sam Pack's Five Star Ford	\$123,578.24
Caldwell Country Automotive (aka Baby Jack II)	\$138,127.00
Reliable Chevrolet	\$141,525.00
Huffines Chevrolet	\$145,415.00
AutoNation Ford	\$147,857.82
Grapevine DCJ, LLC (aka Grapevine Dodge Chrysler Jeep)	\$151,602.00
Grande Ford	\$162,989.57

Recommended Vendor:

Sam Pack's Five Star Ford	\$123,578.24
---------------------------	--------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 21, 2014

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:		September 8, 2014			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Kellie Boyer x7248					
CAPTION					
CSP No. 2014-142-C for the purchase, installation and maintenance of an interview room audiovisual recording and content management system for the Police Department to MediaSolv Solutions Corporation in the amount of \$198,054, 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:	2013-14, 2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	200,000	34,694	234,694
Encumbered/Expended Amount		0	0	0	0
This Item		0	-163,360	-34,694	-198,054
BALANCE		0	36,640	0	36,640
FUND(S): TRAFFIC SAFETY FUND, POLICE EQUIPMENT REPLACEMENT FUND, GENERAL FUND					
<p>COMMENTS: Funds are included in the 2013-14 Traffic Safety and Police Equipment Replacement Re-estimated Budgets for the purchase and installation of interview recording systems for the Police Department. The estimated amount to be spent from the Traffic Safety Fund is \$53,909 and the estimated amount to be spent from Police Equipment Replacement Fund is \$109,451. Future licensing, maintenance and support services from MediaSolv under this contract are included at \$34,694 (or \$17,347 for each of the two (2) additional years, 2014-15 and 2015-16), and will be expensed from the Police Department Operating Budget, within the annually approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Periodic replacement of the Police Department interview room recording equipment, including annual licensing, maintenance and support services, relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>					
SUMMARY OF ITEM					
Staff recommends the purchase of an interview room audiovisual recording and content management system for the Police Department to MediaSolv Solutions Corporation in the amount of \$163,360, two (2) additional years of maintenance and support in an amount of \$34,694, for a total contract amount of \$198,054.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, CSP Recap					



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.plano.gov>

MEMORANDUM

DATE: **August 21, 2014**

TO: **Gregory W. Rushin, Chief of Police** *grush*

FROM: **Glenn Cavin, Lieutenant**

SUBJECT: **Recommendation of Award for Interview Room Recording Systems**

The Police Department has utilized video recording systems for many years to document interviews with suspects, victims, and witnesses involved in criminal investigations. In fact, our department was one of the first in the nation to install such equipment in DWI interview rooms, and we were then early adopters of in-car video systems for use during traffic stops. Cameras are now being used by officers everywhere, both overtly and covertly, to deter crime, capture evidence, protect against frivolous claims, maintain professionalism, and monitor areas where targeted enforcement has become necessary due to recognized crime trends. The original equipment was fairly simple and included VHS tape recorders with analog cameras. During the past several years, however, the technology used for these purposes has become much more complex and will likely continue to do so. Equipment must be replaced as components wear and capabilities fail to meet new demands. The systems we currently use to record interviews throughout the department were purchased beginning in 2007, with an expectation that they would be operational for three to four years. Although some necessary repairs and replacements have since been completed; many of these components have now been in use for six to seven years. As a result of periodic hardware and/or software failures, a number of interview recordings have unfortunately been lost during this period; hampering the sincere efforts of investigators and prosecutors to successfully incarcerate offenders.

Due to the complexity of this technology and variety of stakeholders involved (Detectives, Police Administrators, Property / Evidence Technicians, County and City Prosecutors, Technology Services representatives, etc.); the CSP process has taken longer than anticipated. We have, however, now made a final decision and believe the best available provider for this solution has been selected. After a complete evaluation, which involved thorough documentation reviews, customer reference checks, and multiple discussions between vendors and stakeholders; the committee recommends MediaSolv Solutions Corporation. Of the two vendors that answered our solicitation, this one offered the only fully responsive bid, which is also believed to represent the best overall value for the City. The total cost for all equipment provided by MediaSolv Solutions Corporation, initial implementation services, training, and first year of support, has been proposed at \$163,360. The cost for years two and three of vendor maintenance and support are \$34,694, for a total contract amount of \$198,054. This amount include costs for a

Our Mission:

To provide outstanding police services, in partnership with the community, to maintain a safe environment that contributes to the quality of life.

number of additional options, such as touch screen control panels, LED recording indicators, picture-in-picture video multiplexers, and comprehensive case management software features. The cost for necessary servers and cabling, which is to be purchased and installed separately by the Technology Services Department and selected contractors, has been estimated at \$74,201, resulting in a total project cost of approximately \$272,255. Funding sources for the initial cost of this project include the Police Department Equipment Replacement Fund and Traffic Safety Fund. Ongoing expenses for licensing and support will be paid from the Police Department general fund and Traffic Safety Fund.

Failure to replace this equipment in a timely manner will likely result in a significant hindrance of our ability to provide outstanding police services to the citizens of Plano.

CITY OF PLANO

CSP NO. 2014-142-C

Interview Room Audiovisual Recording and Content Management System
CSP RECAP

CSP opening Date/Time: March 21, 2014 @ 2:00 PM

Number of Vendors Notified: 2,627

Vendors Submitting "No Bids": 1

Number of Proposals Submitted Non-Responsive: 0

Number of Proposals Submitted: 2

MediaSolv Solutions Corporation \$ 164,023.71

Bis Digital \$ 154,791.00

Recommended Vendor:

MediaSolv Solutions Corporation \$ 198,053.58
Including additional options

Kellie Boyer

August 22, 2014

Kellie Boyer
Purchasing Agent

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:		09/08/14		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
<p>To approve a contract to purchase new furniture for the remodeled Technology Services Center from Facilitech dba Business Interiors in the amount of \$303,153 and Texas Furniture Source, Inc., in the amount of \$44,190, for a total amount of \$347,343 through an existing contract/agreement with TXMAS (Texas Multiple Award Schedule) and authorizing the City Manager to execute all necessary documents. (TXMAS 3-7110160, 3-711110209, 4-7110240, 6-7110140, 6-71111060, 7-110180, 7-7110170-3, 9-711020, 11-71050, 11-73050, 13-71070)</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	16,747	772,000	70,000	858,747
Encumbered/Expended Amount	-16,747	-466,867	0	-483,614
This Item	0	-347,343	0	-347,343
BALANCE	0	-42,210	70,000	27,790
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funds are available in the 2013-14 CIP and planned in the 2014-15 CIP. This item, in the amount of \$347,343, will leave a project balance of \$27,790 available for other expenditures related to the Technology Services Building.</p> <p>STRATEGIC PLAN GOAL: Procuring furniture to meet facility design layout and provide for a productive work environment relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of new furniture for the remodeled Technology Services Center from Facilitech dba Business Interiors, in the amount of \$303,152.44 (Lots: 1, 2, 3, 6, 8, 11) and Texas Furniture Source, Inc., in the amount of \$44,190.20 (Lots: 4, 5, 7, 9, 10), for a total amount of \$347,342.64 through an existing contract/agreement with TXMAS. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TXMAS 3-7110160, 3-711110209, 4-7110240, 6-7110140, 6-71111060, 7-110180, 7-7110170-3, 9-711020, 11-71050, 11-73050, 13-71070/City of Plano Internal Contract No. 2014-278-O)</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

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



Memorandum

Date: August 14, 2014
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Technology Service Center – Furniture – Bid #2014-278-O

We solicited bids from 41 cooperative vendors for new furniture for the remodeled Technology Service Center. I have reviewed the bids received and recommend award to the lowest bids for each item lot as shown below.

The lowest lot items provided by Facilitatech dba Business Interiors are as follows:

Lot 1	Chairs/Seating	\$ 31,901.35
Lot 2	Conference Tables	\$ 16,134.16
Lot 3	Credenza	\$ 5,615.58
Lot 6	Private Offices	\$ 23,398.85
Lot 8	Systems Furniture	\$224,236.65
Lot 11	Trash/Recycle	\$ 1,865.85

The lowest lot items provided by Texas Furniture Source, Inc. are as follows:

Lot 4	Lectern	\$ 1,071.98
Lot 5	Lounge Seating	\$ 2,069.05
Lot 7	Stackable Seating	\$ 15,370.82
Lot 9	Tables	\$ 2,298.62
Lot 10	Training Tables	\$ 23,379.73

The total furniture package is \$347,342.64.

The new furniture is needed to meet the design layout of cubicle furniture with a few offices for the remodeled building.

Funding for the project is in Capital Reserve Account #54494.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Matt Yager
Paul Glenn
Renette Lee
David Stephens



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:		September 8, 2014		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Leslie Hooker x7204				
CAPTION				
To approve the purchase of Chisholm Trail Drainage Improvements at Spring Creek Parkway for the Parks and Recreation Department in the amount of \$130,595 from Kellogg Brown and Root LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R5087)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	875,000	950,000	950,000	2,775,000
Encumbered/Expended Amount	-716,760	0	0	-716,760
This Item	0	-130,595	0	-130,595
BALANCE	158,240	819,405	950,000	1,927,645
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: This item, in the amount of \$130,595, will leave a current year balance of \$819,405 available for other work related to the maintenance and repair of trail projects. STRATEGIC PLAN GOAL: Trail drainage improvements relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence				
SUMMARY OF ITEM				
To approve the purchase of Chisholm Trail Drainage Improvements at Spring Creek Parkway for the Parks and Recreation Department in the amount of \$130,595 from Kellogg Brown and Root LLC through an existing contract. 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. (TCPN Contract Number R5087/City of Plano Internal Contract Number 2014-216-O)				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 21, 2014

To: Leslie Hooker, Buyer

From: Renee Burke Jordan, Trail System Planner

Subject: Award Recommendation: Chisolm Trail Drainage Improvements at Spring Creek Parkway to Kellogg Brown and Root LLC

It is the recommendation of the Parks and Recreation Department to award the Chisolm Trail Drainage Improvements at Spring Creek Parkway to Kellogg Brown and Root LLC through the TCPN Contract #R5087 in the amount of \$130,595.00.

Quotes were solicited from other vendors on cooperative contracts; however, Kellogg Brown and Root LLC was the only one to provide a response. The project only received one bid as the project is small compared to other municipal construction jobs, and the nature of the work is very detailed oriented and labor intensive. The Department reviewed the vendor submittal and work history references and Kellogg Brown and Root LLC appears capable of meeting all of the requirements of the project and therefore recommends award.

This contract constitutes work to alleviate erosion and drainage problems under the Spring Creek Parkway Bridge along Chisholm Trail. The total bid amount is \$130,595.00, which is approximately \$15,950.00 over budget. The Department recommends a full award.

If this contract is not awarded, the Parks and Recreation Department will not be capable of performing the work at this location. As a result, the location will become non-compliant with basic Plano standards for trail surface and drainage maintenance.



**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:	9/8/14
Department:	Engineering
Department Head:	Jack Carr, P.E.
Agenda Coordinator (include phone #): Kathleen Schonne 7198	
Project No. 6491	

CAPTION

To approve an Engineering Services Agreement by and between the City of Plano and Halff Associates, Inc., in the amount of \$132,000, for the Legacy Drive U-Turn Bridge at Dallas North Tollway, Project No. 6491; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	200,000	500,000	700,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-132,000	0	-132,000
BALANCE	0	68,000	500,000	568,000

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are available in the 2013-14 Street Improvement CIP. This item, in the amount of \$132,000, will leave a current year balance of \$68,000 available for other expenditures related to the Legacy Drive U-Turn Bridge at Dallas North Tollway project.

STRATEGIC PLAN GOAL: Obtaining engineering services for the addition of a u-turn bridge at Legacy Drive and Dallas North Tollway relates to the City's goals of Financially Strong City with Service Excellence and Exciting Urban Centers – Destination for Residents and Guests.

SUMMARY OF ITEM

This agreement is for engineering design services required to prepare plans and specifications for the Legacy Drive U-Turn Bridge at Dallas North Tollway project. The project will provide for a new U-Turn bridge at Dallas North Tollway, north of existing Legacy Drive, to allow for the conversion of the existing U-Turn lane to be converted to a pedestrian walkway.

The contract fee is \$132,000.00.

<u>Task</u>	<u>Fee</u>
Geotechnical Documents	\$3,700.00
Field Survey	\$3,540.00
Design Study	\$3,240.00
Plan Set Preparation	\$102,780.00
Miscellaneous	<u>\$18,740.00</u>

Total Amount: \$132,000.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

<https://maps.google.com/maps?q=legacy+drive+at+dallas+parkway&hl=en&sl=33.014313,-96.816417&sspn=0.749651,1.454315&hnear=Dallas+Pkwy+%26+Legacy+Dr,+Plano,+Texas+75024&t=m&z=16>

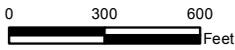
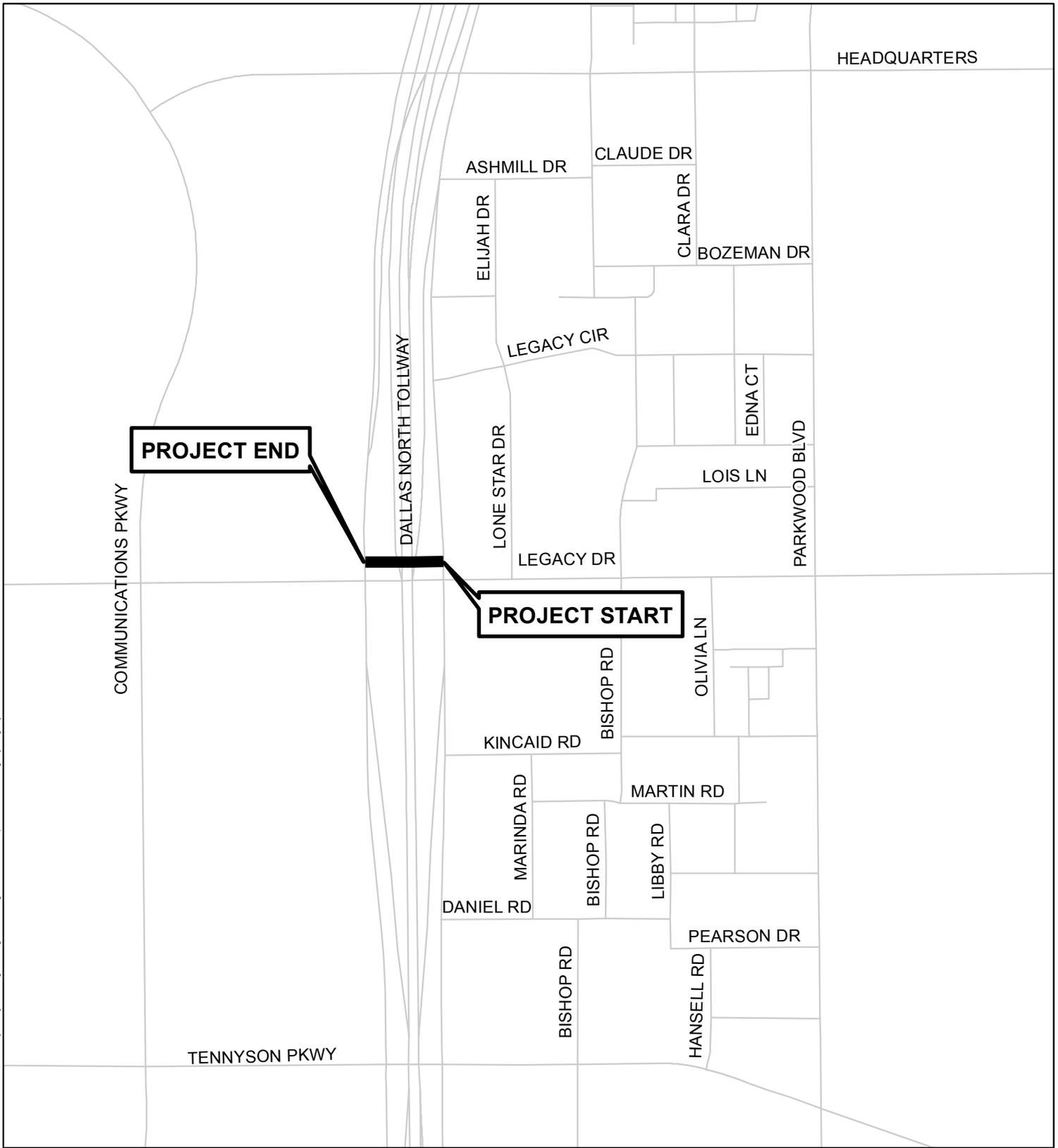
List of Supporting Documents:

Location Map; Engineering Services Agreement

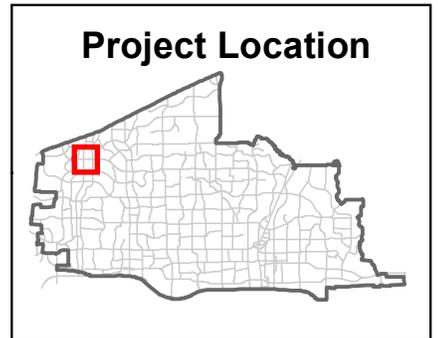
Other Departments, Boards, Commissions or Agencies

N/A

sharif/8/27/2014 C:\Analysis\Projects\Engineering\Council\Agenda\Location\Maps\08-27-14_Legacy\LegacyDr.mxd



Legacy Drive U-Turn Bridge at Dallas North Tollway Project No. 6491



LEGACY DRIVE – U-TURN BRIDGE AT DALLAS NORTH TOLLWAY

PROJECT NO. 6491

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **LEGACY DRIVE – U-TURN BRIDGE AT DALLAS NORTH TOLLWAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department, Suite 250
Attn: Caleb Thornhill, P.E.
P.O. Box 860358
Plano, TX 75086-0358

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

Halff Associates, Inc.
Attn: Dennis Satre, Vice President
1201 North Bowser Road
Richardson, TX 75081-2275

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

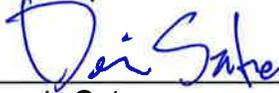
This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

DATE: 8-27-2014

BY: 
Dennis Satre
VICE PRESIDENT

HALFF ASSOCIATES, INC.

A Texas Corporation

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

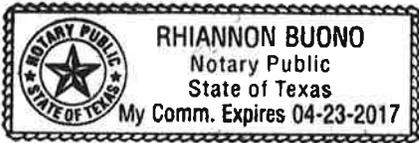
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 27 day of August, 2014, by **DENNIS SATRE, VICE PRESIDENT**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Rhiannon Buono
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES
LEGACY U-TURN BRIDGE AT DALLAS NORTH TOLLWAY
CIP NO. 33-P15
PROJECT NO. 6491

PROJECT DESCRIPTION:

The proposed project is construction of a new, single lane U-turn bridge structure over the Dallas North Tollway (DNT) comprised of two spans using precast concrete girders with a bent structure in the center median of the DNT. The proposed bridge will be located immediately north of the existing Legacy Bridge structure and connect to the existing Dallas Parkway frontage roads. The bridge and pavement alignments are contemplated to be designed in a manner that does not require relocation of existing NTTA electrical power supply and fiber optic infrastructure. Additional lane construction on the frontage roads is not included in the construction plan design and shall be given consideration as a future improvement in concept. The existing SB to NB bridge U-turn shall be abandoned in place with temporary barricades. Construction plans shall be prepared in preliminary format for incorporation to proposed NTTA bid plans for DNT widening. Final plans shall be prepared and submitted to NTTA prior to execution of construction contracts.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - City of Plano:**
 - Thoroughfare Standards Rules & Regulations
 - ASCE:**
 - Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)
 - North Texas Tollway Authority:**
 - Design Criteria Manual
 - Exhibit A – Scope of Services from NTTA contract 03550-DNT-00-PS-PM (attached for reference)
2. All plans submitted for construction shall be signed and sealed in accordance with state law.

B. Design Survey –

1. Establish horizontal and vertical project control monumentation.
2. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing

utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).

3. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.

C. Geotechnical Report –

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the preliminary design plans.
2. The geotechnical report shall include, but not be limited to the following:
 - A summary of prior subsurface investigations consisting of soil and rock borings drilled to observe general site conditions.
 - Review of prior laboratory testing on selected samples obtained by NTTA.
3. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report.

D. Preliminary Design –

1. Prepare preliminary construction plans for bid purposes. Prepare the following sheets at the engineering scale indicated in accordance with current NTTA plan sheet preparation:
 - Cover sheet.
 - Index sheet
 - Project layout control sheet(s). Scale 1"= 100'.
 - Estimate & Quantity sheet and Item Summary sheets.
 - Typical sections for Legacy Drive.
 - Construction phasing and temporary traffic control sheets for DNT, Dallas Parkway frontage roads and Legacy Drive. Scale 1"= 100'.
 - Removal Plans. Scale 1" = 100'.
 - Paving plan & profile sheets for roadway improvements. Scale 1"= 100'.
 - Roadway Layout and Grading Plan. Scale 1"= 60'.
 - Storm drain improvement plan & profile sheets. Scale 1"= 100'.
 - Bridge Layout, Substructure designs and deck details, and wall modification plans.
 - Final buttoning and signage plan sheets. Scale 1"= 100'.
 - Under bridge illumination plans and bridge edge mounted illumination infrastructure. Scale 1"= 100'.
2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare an outline list of special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

5. Submit preliminary plans, outline list of special technical specifications and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano and NTTA.
2. Show location of proposed, pull boxes and conduit on paving plans.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Incorporate City final comments into the plans and bid documents.
7. Take off final construction quantities and prepare pre-final construction cost estimate based on NTTA bid results.
8. Provide bridge design computations in electronic and hard copy format.
9. Provide electronic files in Microstation format for all Legacy Bridge design plan sheets.

SPECIAL SERVICES:

- A. Right-of-Way and Easement Surveying – NONE**
- B. Floodplain Hydraulic Analysis and Permit(s) -- NONE**
- C. Landscaping and Irrigation -- NONE**
- D. Waterline Extensions -- NONE**
- E. Sanitary Sewer Extensions – NONE**
- F. Traffic Signal Design and Modifications -- NONE**

EXHIBIT "B"

**COMPLETION SCHEDULE
LEGACY DRIVE U-TURN BRIDGE AT DALLAS NORTH TOLLWAY
PROJECT NO. 6491**

Schedule

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

A detailed project schedule based on the actual contract Notice to Proceed (NTP) showing all tasks and subtasks will be provided for review and approval prior to the project kick-off meeting.

Item A.	Data Collection/Concept Design	2 weeks from NTP
Item B.	Design Survey	4 weeks from NTP
Item C.	Geotechnical Report	4 weeks from NTP
Item D.	Preliminary Design for Bid Plan Purposes	6 weeks from NTP
Item E.	Final Design for Construction Plan Purposes	16 weeks from NTP

Total Project Time (excluding CA) 16 weeks

*City review is not included in schedule.

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**LEGACY DRIVE U-TURN BRIDGE AT DALLAS NORTH TOLLWAY
PROJECT NO. 6491**

<u>Task</u>	<u>Fee</u>
Geotechnical Documents	\$3,700.00
Field Survey	\$3,540.00
Design Study	\$3,240.00
Plan Set Preparation	\$102,780.00
Miscellaneous	<u>\$18,740.00</u>

Total Amount: \$132,000.00

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

HALFF ASSOCIATES, INC.
Name of Consultant

By: *Dennis Satre*
Signature

Dennis Satre
Print Name

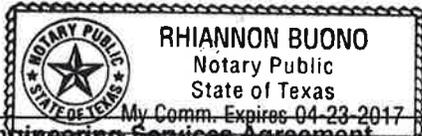
Vice President
Title

8.27.2014
Date

STATE OF TEXAS §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 27th day of August, 2014.

Rhiannon Buono
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:		9/8/14		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Toshia Kimball -x- 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Third Amended Bylaws of the Plano Health Facilities Development Corporation to change the term of the officers on the Board of Directors to two (2) years and authorize the Board to hold an election within six (6) months of an office being vacated; 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:	2013-2014	Prior Year (CIP Only)	Current Year	Future Years
		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: Approving Bylaw changes relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
To approve amendments to the Plano Health Facilities Development Corporation Bylaws.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Res-Third Amended Bylaws of Plano Health Facilities Plano Health Facilities Development - 3rd Amended				

A Resolution of the City Council of the City of Plano, Texas, approving the Third Amended Bylaws of the Plano Health Facilities Development Corporation to change the term of the officers on the Board of Directors to two (2) years and authorize the Board to hold an election within six (6) months of an office being vacated; and providing an effective date.

WHEREAS, the Plano Health Facilities Development Corporation has recommended amending its bylaws to change the term of the officers on its Board of Directors to two (2) years and allow the Board to hold an election within six (6) months of an office being vacated to fill the position; and

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

WHEREAS, the Board of the Plano Health Facilities Development Corporation recently approved the Third Amended Bylaws making the above amendments on August 25, 2014; and

WHEREAS, the City Council finds that the amendments to the bylaws are in the best interest of the City of Plano.

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

Section I. The City Council of the City of Plano hereby approves the Third Amended Bylaws of the Plano Health Facilities Development Corporation, attached hereto as Exhibit A, extending the term of officers to two (2) years and allowing the Board to hold an election within six (6) months of an office being vacated to fill the position.

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

DULY PASSED AND APPROVED this the 8th day of September, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT A
THIRD AMENDED BYLAWS
OF
PLANO HEALTH FACILITIES
DEVELOPMENT CORPORATION

ARTICLE I
NAME, PURPOSE AND POWERS

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

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

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

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

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

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

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

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

ARTICLE II

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

ARTICLE III **OFFICERS**

Section 3.1. Officers. The officers of the Corporation shall consist of a president, a vice president, a secretary, and a treasurer and may also include such other officers and assistant officers as the Board of Directors may elect or the president may appoint at any time and from time to time. Any two or more offices may be held by the same person, except the offices of president and secretary. The Board of Directors shall elect the officers of the Corporation at its first meeting, and biennially thereafter. Each officer shall hold office for a period of two (2) years. If there is a vacancy of an office, the election to fill the vacant office for the remainder of the unexpired term must be completed within six (6) months of the office being vacated. Each officer elected to fill a vacancy which occurs prior to the expiration of the term of such office shall serve for the balance of the unexpired term. Each officer shall hold office for the term for which he is elected and until his successor is elected and qualified. Any officer elected or appointed may be removed by the persons authorized to elect or appoint such officer whenever in their judgment the best interests of the Corporation will be served thereby.

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

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

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

by any representative of the Council. The secretary shall also discharge such other duties as shall be assigned to the secretary by the president or the Board of Directors at any time and from time to time.

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

ARTICLE IV

PROVISIONS REGARDING BYLAWS

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

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

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

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

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

ARTICLE V

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/8/14		
Department:		Human Resources		
Department Head		Shante Akafia		
Agenda Coordinator (include phone #): Billy Bailey (x) 5411				
CAPTION				
An Ordinance of the City of Plano, Texas authorizing a one-time three percent (3%) lump sum payment for Battalion Chiefs for the 2014-2015 fiscal year in lieu of the three percent (3%) across-the-board increase for other employees; establishing a salary plan for the Fire Department effective September 22, 2014 and providing a repealer clause, a severability clause and 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: 2014-2015	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: Funding for the salary increases for the Fire Department Civil Service positions is included in the FY 2014-15 Recommended Budget. STRATEGIC PLAN GOAL: Approving salary plan changes relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
FY14-15 salary plan and lump sum increases for Plano Fire Department				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas authorizing a one-time three percent (3%) lump sum payment for Battalion Chiefs for the 2014-2015 fiscal year in lieu of the three percent (3%) across-the-board increase for other employees; establishing a salary plan for the Fire Department effective September 22, 2014 and providing a repealer clause, a severability clause and an effective date.

Whereas, it is necessary to maintain the current pay range for the Battalion Chiefs to maintain consistency in pay ranges between the different civil service classifications in the Fire Department; and

Whereas, the Department recommends giving the Battalion Chiefs a one-time three percent (3%) lump sum payment for the 2014-2015 fiscal year, in lieu of the three percent (3%) across-the-board increase for other employees; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to authorize effective September 22, 2014 the salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas; and

Whereas, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended action should be approved and adopted.

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

Section I. The City Council approves giving the Battalion Chiefs a one-time three percent (3%) lump sum payment for the 2014-2015 fiscal year, in lieu of the three percent (3%) across-the-board increase for other employees.

Section II. The authorized salary plan for the City of Plano Fire Department is effective September 22, 2014 for fiscal year 2014-15, is hereby approved.

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

Section IV. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. Upon passage, this Ordinance shall become effective September 22, 2014.

DULY PASSED AND APPROVED, this the 8th day of September, 2014.

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:		9/8/14		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
An Ordinance of the City of Plano, Texas amending Section 2-1(e) of the City Code of Ordinances of the City of Plano, Texas to allow non-profit organizations to use the City logos and/or brand upon written approval of the City Manager or his designee; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and 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:	2013-14	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				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Amending the City Code of Ordinances to allow non-profit organizations to use the City logo and/or brand relates to the goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
Amend Section 2-1(e) of the City Code of Ordinances to allow non-profit organizations to use the City Logos and/or brand upon written approval of the City Manager or his designee.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas amending Section 2-1(e) of the City Code of Ordinances of the City of Plano, Texas to allow non-profit organizations to use the City logos and/or brand upon written approval of the City Manager or his designee; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.

WHEREAS, the City Council adopted the official City of Plano logo by Ordinance No. 80-8-17 which was repealed and replaced by Ordinance No. 2010-10-13 which was repealed and replaced by Ordinance No. 2013-4-12 which adopted a new brand and official logo for the City of Plano which was amended by Ordinance No. 2013-10-6; and

WHEREAS, the City Council wishes to authorize non-profit organizations to use the City logos and/or brand upon written approval of the City Manager or his designee; and

WHEREAS, the City Council finds that it is in the best interest of the City of Plano to amend Section 2-1(e) of the City of Plano, Texas Code of Ordinances to authorize use of the City logos and/or brand by non-profit organizations upon written approval of the City Manager or his designee.

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

Section I. Section 2-1(e) of the City of Plano, Texas Code of Ordinances is hereby amended to add non-profit organizations as follows:

“(e) The following persons or entities may use the official logo, prior official logo, or brand of the City with the prior written approval of the City Manager or his designee:

1. Non-profit organizations;
2. Licensees of the Plano Centre for the duration of their City license agreement in conjunction with promoting, marketing and publicizing their event at Plano Centre;
3. Contractors providing goods, services or materials to the City in conjunction with City projects or official City business for the duration of their City contract; and
4. Partners or sponsors of the City of Plano Convention and Visitors Bureau in conjunction with their participation in events promoting, marketing and publicizing the City.”

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

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

DULY PASSED AND APPROVED this the 8th day of September, 2014.

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:		09/08/2014		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Matt Yager, x5220				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and 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:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	7,579,374	7,579,374
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-335,897	-335,897
BALANCE	0	0	7,243,477	7,243,477
FUND(S): MUNICIPAL DRAINAGE FUND				
COMMENTS: Approval of this item will reduce Municipal Drainage Fee revenue by an estimated \$335,897 for the 2014-15 fiscal year.				
STRATEGIC PLAN GOAL: Changes to Municipal Drainage Fees relate to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This item modifies existing drainage rates for residential customers that were last changed in March 2013. The decrease in residential rates will provide for greater equity between residential and non-residential customers of the Municipal Drainage Utility System.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Drainage Rate Change Ordinance				

An Ordinance of the City of Plano, Texas, amending Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to modify the fees for residential customers of Municipal Drainage Utility System; providing a severability clause, a repealer clause, a savings clause, and an effective date.

WHEREAS, on July 27, 1992, the City Council of the City of Plano, Texas adopted Ordinance Nos. 92-7-41 and 92-7-42 creating a Municipal Drainage Utility System and establishing monthly drainage charges for developed properties discharging water into the City's storm water drainage system, said ordinances being codified as Section 21-1 and 21-2 of Article I of Chapter 21 of the City Code of Ordinances (the "Code Sections"); and

WHEREAS, the City Council previously revised residential drainage fees effective April 1, 2013 by Ordinance No. 2013-3-9 on March 25, 2013; and

WHEREAS, the City Council previously revised non-residential drainage fees effective October 1, 2013 by Ordinance No. 2013-9-7 on September 9, 2013; and

WHEREAS, the Budget department recommends revising the residential rates for drainage utility customers to maintain equity between residential and non-residential customers; and

WHEREAS, the City Council further finds and determines that such modifications to drainage fees are in the best interest of the City and its citizens and the new rates are adopted as provided in this ordinance.

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

Section I. Section 21-2 (f) of Article I, Chapter 21 Utilities of the Code of Ordinances of the City of Plano is hereby amended in its entirety to read as follows:

"(f) The following rates are hereby established and shall be collected through the city's public utility billing department:

Residential Customer Class	Size of Impervious Area (in square feet)*	Monthly Fee
R-1	Less than 4,750	\$3.10
R-2	4,750 to 6,450	4.15
R-3	Greater than 6,450	5.60

* Includes footprint of first floor, patio, garage, and a pro rata portion adjustment of three thousand (3,000) square feet for streets, alleys, and sidewalks.

Duplex properties shall have the same monthly fee as R-1, R-2, and R-3 (depending on the size of the impervious area) if the duplex is under single ownership. If each side of the duplex is individually metered, the fee for each half shall be one-half, (½) the total fee as calculated for the duplex.

For all other properties including but not limited to apartment, commercial, industrial, office, religious institution, public or private school, and governmental and quasi-governmental entities, the monthly fee shall be based upon seventy five hundredths cents (\$0.075) per one hundred (100) square feet of total impervious area of the improved property. The total impervious area includes ten (10) percent additional area for the street and sidewalk adjustment. The minimum fee shall be three dollars and ten cents (\$3.10), per property."

Section II. The fees for Non-Residential Customer Class remain the same except for the minimum fee, which has been amended to be consistent with the residential minimum fee.

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

DULY PASSED AND APPROVED this the 8TH day of September, 2014.

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:		9/8/14		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and providing an effective date. (Public Hearing held on August 11, 2014.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	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): VARIOUS				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance adopts the Operating Budget for Fiscal Year 2014-15 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.				
List of Supporting Documents: Fund Summaries			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2014, and terminating September 30, 2015; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 11, 2014, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget of the City of Plano for Fiscal Year 2014-15 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Operating Budget, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the Operating Budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2014, and terminating September 30, 2015, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$227,056,736
B.	General Fund - Transfer to Capital Reserve Fund:	20,000,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	4,136,027
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to PTN Fund:	250,000
F.	General Fund - Transfer to Economic Development Incentive Fund:	8,059,880
G.	Convention & Tourism Fund - Operating Appropriation:	8,264,577
H.	Convention & Tourism Fund - Transfer to General Fund:	382,082

I.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
J.	Water & Sewer Fund - Operating Appropriation:	98,253,458
K.	Water & Sewer Fund - Transfer to General Fund:	16,191,641
L.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,500,000
M.	Water & Sewer Fund – Transfer to Capital Reserve:	3,000,000
N.	Water & Sewer Fund - Transfer to Property & Liability Loss Fund:	773,556
O.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
P.	Water & Sewer Fund - Transfer to Technology Services Fund:	2,702,620
Q.	Sustainability & Environmental Services Fund - Operating Appropriation:	24,175,621
R.	Sustainability & Environmental Services Fund - Transfer to General Fund:	907,376
S.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
T.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	341,199
U.	Municipal Drainage Fund - Operating Appropriation:	3,415,134
V.	Municipal Drainage Fund - Transfer to General Fund:	507,043
W.	Municipal Drainage Fund - Transfer to Drainage CIP:	2,500,000
X.	Municipal Drainage Fund - Transfer to Capital Reserve Fund:	500,000
Y.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
Z.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,660,184

AA.	Recreation Revolving Fund - Operating Appropriation:	3,567,772
BB.	Recreation Fund - Transfer to General Fund:	193,297
CC.	Golf Course Fund - Operating Appropriation:	895,248
DD.	Golf Course Fund - Transfer to General Fund:	50,185
EE.	Property & Liability Loss Fund - Operating Appropriation:	5,485,094
FF.	HUD Grant Fund - Operating Appropriation:	1,684,961
GG.	PTN Fund - Operating Appropriation:	1,703,586
HH.	Criminal Investigation Fund - Operating Appropriation:	1,200,000
II.	Technology Fund - Operating Appropriation:	14,287,454
JJ.	Technology Fund - Transfer to PTN Fund:	250,000
KK.	TS Replacement Fund - Operating Appropriation:	2,296,307
LL.	General Obligation Bond - Debt Service Appropriation:	41,550,384

Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED this the 8th day of September, 2014.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

COMBINED BUDGET

	Actuals	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
BEGINNING BALANCES						
Operating Funds:						
General Fund	\$52,966,763	\$37,948,439	\$56,310,424	\$38,993,876	2.8%	-30.8%
Water & Sewer Fund	24,451,298	25,567,469	27,384,036	20,499,653	-19.8%	-25.1%
Sustainability & Env. Svc. Fund	2,758,454	3,248,177	3,893,194	3,502,195	7.8%	-10.0%
Convention & Tourism Fund	2,429,176	1,468,474	2,186,185	1,708,972	16.4%	-21.8%
Municipal Drainage Utility Fund	3,406,069	2,006,368	3,834,754	3,727,644	85.8%	-2.8%
Recreation Revolving Fund	1,139,824	1,357,141	1,488,478	1,705,694	25.7%	14.6%
Municipal Golf Course Fund	34,014	126,942	127,308	216,925	70.9%	70.4%
PTN Fund	784,862	5,394	657,806	542,841	9963.8%	-17.5%
TOTAL OPERATING FUNDS	\$87,970,460	\$71,728,404	\$95,882,184	\$70,897,801	-1.2%	-26.1%
Debt Service Funds:						
General Obligation	\$2,224,744	\$1,542,160	\$1,573,430	\$2,557,532	65.8%	62.5%
Water & Sewer Revenue	387,918	0	0	0	0.0%	0.0%
TOTAL DEBT SERVICE FUNDS	\$2,612,662	\$1,542,160	\$1,573,430	\$2,557,532	65.8%	62.5%
TOTAL BEGINNING BALANCES	\$90,583,122	\$73,270,563	\$97,455,615	\$73,455,333	0.3%	-24.6%
REVENUES & TRANSFERS IN						
Operating Funds:						
General Fund	\$224,085,210	\$223,719,945	\$232,754,351	\$240,133,805	7.3%	3.2%
Water & Sewer Fund	121,294,079	127,276,413	116,848,914	122,510,907	-3.7%	4.8%
Sustainability & Env. Svc. Fund	23,603,779	23,906,347	23,946,703	24,201,319	1.2%	1.1%
Convention & Tourism Fund	6,860,971	6,993,852	7,340,565	7,641,646	9.3%	4.1%
Municipal Drainage Utility Fund	6,306,616	7,305,916	7,593,044	7,257,147	-0.7%	-4.4%
HUD Grant Fund	1,918,253	1,535,127	1,732,087	1,684,961	9.8%	-2.7%
Recreation Revolving Fund	3,824,362	3,847,676	3,856,500	3,865,931	0.5%	0.2%
Municipal Golf Course Fund	994,339	1,046,780	1,001,200	1,003,702	-4.1%	0.2%
PTN Fund	1,333,310	1,287,156	1,342,710	1,343,969	4.4%	0.1%
TOTAL OPERATING FUNDS	\$390,220,918	\$396,919,214	\$396,416,075	\$409,643,387	3.2%	3.3%
Debt Service Funds:						
General Obligation	\$43,255,455	\$42,446,662	\$42,149,599	\$41,273,686	-2.8%	-2.1%
Water & Sewer Revenue	388,277	0	0	0	0.0%	0.0%
TOTAL DEBT SERVICE FUNDS	\$43,643,732	\$42,446,662	\$42,149,599	\$41,273,686	-2.8%	-2.1%
TOTAL REVENUE & TRANSFERS IN	\$433,864,650	\$439,365,876	\$438,565,674	\$450,917,073	2.6%	2.8%
Less: Interfund Transfers	19,190,124	19,696,857	18,606,218	18,731,624	-4.9%	0.7%
NET BUDGET REVENUE	\$414,674,526	\$419,669,019	\$419,959,456	\$432,185,449	3.0%	2.9%
TOTAL AVAILABLE FUNDS	\$505,257,648	\$492,939,582	\$517,415,071	\$505,640,782	2.6%	-2.3%

APPROPRIATIONS & TRANSFERS OUT**Operations:**

General Fund	\$220,741,549	\$243,624,683	\$250,070,899	\$260,502,643	6.9%	4.2%
Water & Sewer Fund	118,361,341	132,484,987	123,733,297	133,721,274	0.9%	8.1%
Sustainability & Env. Svc. Fund	22,469,039	22,908,073	24,337,702	25,484,196	11.2%	4.7%
Convention & Tourism Fund	7,103,962	7,891,330	7,817,777	8,666,659	9.8%	10.9%
Municipal Drainage Utility Fund	5,877,931	6,357,833	6,297,976	9,602,361	51.0%	52.5%
HUD Grant Fund	1,918,253	1,535,127	1,732,087	1,684,961	9.8%	-2.7%
Recreation Revolving Fund	3,475,708	3,605,329	3,639,284	3,761,069	4.3%	3.3%
Municipal Golf Course Fund	901,045	901,947	911,583	945,433	4.8%	3.7%
PTN Fund	1,460,366	1,229,495	1,457,675	1,703,586	38.6%	16.9%
TOTAL OPERATIONS	\$382,309,194	\$420,538,803	\$419,998,280	\$446,072,182	6.1%	6.2%

Debt Service Funds:

General Obligation	\$43,906,769	\$42,148,314	\$41,165,497	\$41,550,384	-1.4%	0.9%
Water & Sewer Revenue	388,277	0	0	0	0.0%	0.0%
TOTAL DEBT SERVICE FUNDS	\$44,295,046	\$42,148,314	\$41,165,497	\$41,550,384	-1.4%	0.9%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$426,604,239	\$462,687,117	\$461,163,778	\$487,622,566	5.4%	5.7%
Less: Interfund Transfers	19,190,124	19,696,857	18,606,218	18,731,624	-4.9%	0.7%
NET BUDGET APPROPRIATIONS	\$407,414,115	\$442,990,260	\$442,557,560	\$468,890,942	5.8%	6.0%

ENDING BALANCES**Operating Funds:**

General Fund	\$56,310,424	\$18,043,701	\$38,993,876	\$18,625,038	3.2%	-52.2%
Water & Sewer Fund	27,384,036	20,358,895	20,499,653	9,289,286	-54.4%	-54.7%
Sustainability & Env. Svc. Fund	3,893,194	4,246,450	3,502,195	2,219,318	-47.7%	-36.6%
Convention & Tourism Fund	2,186,185	570,997	1,708,972	683,959	19.8%	-60.0%
Municipal Drainage Utility Fund	3,834,754	2,954,452	3,727,644	1,382,430	-53.2%	-62.9%
Recreation Revolving Fund	1,488,478	1,599,488	1,705,694	1,810,557	13.2%	6.1%
Municipal Golf Course Fund	127,308	271,777	216,925	275,194	1.3%	26.9%
PTN Fund	657,806	63,055	542,841	183,224	190.6%	-66.2%
TOTAL OPERATING FUNDS	\$95,882,184	\$48,108,815	\$70,897,801	\$34,469,005	-28.4%	-51.4%

Debt Service Funds:

General Obligation	\$1,573,430	\$1,840,508	\$2,557,532	\$2,280,834	23.9%	-10.8%
Water & Sewer Revenue	0	0	0	0	0.0%	0.0%
TOTAL DEBT SERVICE FUNDS	\$1,573,430	\$1,840,508	\$2,557,532	\$2,280,834	23.9%	-10.8%
TOTAL ENDING BALANCES	\$97,455,615	\$49,949,322	\$73,455,333	\$36,749,840	-26.4%	-50.0%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$504,869,730	\$492,939,583	\$516,012,893	\$505,640,782	2.6%	-2.0%

GENERAL FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALA	\$52,966,763	\$37,948,439	\$53,252,925	\$38,993,876	2.8%	-30.8%
Encumbrance Adjustment			3,057,499			
Revenues						
Taxes	\$151,531,053	\$151,088,983	\$159,669,776	\$165,993,555	9.9%	4.0%
Franchise Fees	22,455,606	22,792,394	23,696,080	23,890,591	4.8%	0.8%
Fines & Forfeits	8,060,626	8,080,568	7,678,757	8,045,043	-0.4%	4.8%
Miscellaneous Revenue	1,767,814	1,757,231	1,710,039	1,726,119	-1.8%	0.9%
Licenses & Permits	8,514,995	7,434,133	8,222,784	8,464,921	13.9%	2.9%
Charges for Services	12,038,497	12,342,731	12,618,595	12,729,849	3.1%	0.9%
Intergovernmental Revenue	1,026,495	1,027,049	1,052,102	1,052,102	2.4%	0.0%
Subtotal Revenues	<u>\$205,395,086</u>	<u>\$204,523,089</u>	<u>\$214,648,133</u>	<u>\$221,902,180</u>	<u>8.5%</u>	<u>3.4%</u>
Intragovernmental Transfers	18,690,124	19,196,857	18,106,218	18,231,624	-5.0%	0.7%
TOTAL REVENUES & TRANSFERS	\$224,085,210	\$223,719,945	\$232,754,351	\$240,133,805	7.3%	3.2%
TOTAL RESOURCES	\$277,051,973	\$261,668,384	\$289,064,775	\$279,127,681	6.7%	-3.4%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$150,908,874	\$164,740,888	\$160,771,644	\$172,701,128	4.8%	7.4%
Materials & Supplies	5,885,705	6,985,366	7,621,591	7,268,890	4.1%	-4.6%
Contractual	39,148,215	44,495,568	44,826,733	45,840,166	3.0%	2.3%
Community Services Agencies	263,500	385,533	385,533	269,330	-30.1%	-30.1%
Sundry	794,432	1,942,927	2,036,356	1,782,549	-8.3%	-12.5%
Reimbursements	(2,359,999)	(2,683,143)	(2,552,950)	(2,793,129)	4.1%	9.4%
Subtotal	<u>\$194,640,727</u>	<u>\$215,867,139</u>	<u>\$213,088,907</u>	<u>\$225,068,934</u>	<u>4.3%</u>	<u>5.6%</u>
Capital Outlay	1,446,397	1,133,800	1,745,339	1,987,802	75.3%	13.9%
TOTAL OPERATIONS	\$196,087,124	\$217,000,939	\$214,834,246	\$227,056,736	4.6%	5.7%
Capital Reserve	\$12,875,000	\$15,000,000	\$18,500,000	\$20,000,000	33.3%	8.1%
Property & Liability Loss Fund	3,986,646	4,032,565	4,145,474	4,136,027	2.6%	-0.2%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%	0.0%
PTN Fund	250,000	250,000	250,000	250,000	0.0%	0.0%
Economic Development Incentive	6,542,779	6,341,179	11,341,179	8,059,880	27.1%	-28.9%
TOTAL TRANSFERS	\$24,654,425	\$26,623,744	\$35,236,653	\$33,445,907	25.6%	-5.1%
TOTAL APPROPRIATIONS	\$220,741,549	\$243,624,683	\$250,070,899	\$260,502,643	6.9%	4.2%
UNAPPROPRIATED FUND	\$56,310,424	\$18,043,701	\$38,993,876	\$18,625,038	3.2%	-52.2%
Days of Operation				30		

GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
Taxes						
Ad Valorem Taxes:						
Current	\$80,676,496	\$86,947,572	\$87,447,572	\$96,914,972	11.5%	10.8%
Delinquent	245,973	889,118	200,000	991,275	11.5%	395.6%
Penalty & Interest	423,444	444,559	381,491	495,637	11.5%	29.9%
Sales Tax	68,723,680	61,503,635	70,000,000	65,947,054	7.2%	-5.8%
Mixed Drink Tax	1,277,913	1,144,018	1,480,632	1,484,334	29.7%	0.2%
Bingo Gross Receipts Tax	80,525	81,010	81,010	81,213	0.2%	0.2%
Excess Proceeds on Taxes	103,022	79,071	79,071	79,071	0.0%	0.0%
TOTAL TAXES	\$151,531,053	\$151,088,983	\$159,669,776	\$165,993,555	9.9%	4.0%
Franchise Fees						
Electrical Franchise	\$11,771,988	\$12,122,087	\$12,319,802	\$12,443,000	2.6%	1.0%
Telephone Franchise	4,201,454	4,128,796	4,224,648	4,224,648	2.3%	0.0%
Fiber Optics Franchise	42,588	31,903	20,342	20,342	-36.2%	0.0%
Gas Franchise	2,263,676	2,297,630	2,858,653	2,887,240	25.7%	1.0%
Cable TV Franchise	4,175,900	4,211,978	4,272,635	4,315,361	2.5%	1.0%
TOTAL FRANCHISE FEES	\$22,455,606	\$22,792,394	\$23,696,080	\$23,890,591	4.8%	0.8%
Fines & Forfeits						
Municipal Court	\$7,666,120	\$7,725,515	\$7,307,149	\$7,672,506	-0.7%	5.0%
Library Fines	394,506	355,053	371,608	372,537	4.9%	0.2%
TOTAL FINES & FORFEITS	\$8,060,626	\$8,080,568	\$7,678,757	\$8,045,043	-0.4%	4.8%
Miscellaneous Revenue						
Interest Earnings	\$144,258	\$500,000	\$150,000	\$150,000	-70.0%	0.0%
Sale/Rental of Property	485,330	491,391	491,391	491,391	0.0%	0.0%
Insurance Collections	385,107	260,000	402,000	418,080	60.8%	4.0%
Sundry	753,119	505,840	666,648	666,648	31.8%	0.0%
TOTAL MISCELLANEOUS REVENUE	\$1,767,814	\$1,757,231	\$1,710,039	\$1,726,119	-1.8%	0.9%
Licenses and Permits						
Food Handlers Permits	\$593,060	\$598,567	\$598,567	\$600,063	0.2%	0.2%
Land / Burning / Liquid Waste	27,095	27,258	27,258	27,326	0.2%	0.2%
Grease Trap Permits	39,500	41,204	41,204	41,307	0.2%	0.2%
Fire Inspection Fees	315,795	250,000	326,500	326,500	30.6%	0.0%
Rental Registration Fees	259,960	247,973	292,100	292,830	18.1%	0.3%
Animal Licenses	152,635	134,743	134,743	135,080	0.2%	0.2%
Restaurant Plan Review	39,000	36,216	36,216	36,307	0.3%	0.3%
Alarm Permits	1,715,848	1,426,938	1,715,848	1,720,138	20.5%	0.2%
Filing Fees	362,810	263,600	293,760	308,448	17.0%	5.0%
Fire Protection Plan Review	264,537	267,391	267,391	280,761	5.0%	5.0%
Building Permits	3,395,036	2,867,229	3,165,619	3,323,900	15.9%	5.0%
Electrical Permits	115,649	101,948	111,349	116,916	14.7%	5.0%
Plumbing Permits	275,823	280,429	280,429	294,450	5.0%	5.0%
Heating & A/C Permits	138,145	134,173	134,173	140,882	5.0%	5.0%
Fence Permits	46,968	46,567	46,567	48,895	5.0%	5.0%
Swimming Pool Permits	39,816	40,541	40,541	42,568	5.0%	5.0%
Pool Inspection	62,950	66,890	63,890	64,050	-4.2%	0.2%
Irrigation Permits	67,135	65,506	68,753	72,191	10.2%	5.0%
Day Laborer Fees	17,020	16,630	17,208	18,068	8.7%	5.0%
Sign Permits	148,331	139,294	139,294	146,258	5.0%	5.0%
Reoccupancy Permits	138,168	132,140	132,140	138,746	5.0%	5.0%
Misc. Licenses & Permits	299,714	248,898	289,236	289,236	16.2%	0.0%
TOTAL LICENSES & PERMITS	\$8,514,995	\$7,434,133	\$8,222,784	\$8,464,921	13.9%	2.9%
Fees & Service Charges						
Animal Pound & Adoption Fee	\$237,868	\$234,203	\$208,399	\$208,920	-10.8%	0.2%
Ambulance Service	3,698,585	3,870,888	3,870,888	3,880,565	0.2%	0.2%
False Alarm Response	195,348	254,274	204,274	204,785	-19.5%	0.2%
Emergency 911	1,011,804	990,172	990,172	992,647	0.2%	0.2%
Contractor Registration Fee	219,792	215,138	215,138	225,895	5.0%	5.0%
Engineering Inspection Fee	470,364	350,000	700,000	500,000	42.9%	-28.6%
Residential Building Plan Review	48,925	52,230	52,230	54,842	5.0%	5.0%
Reinspection Fee	63,046	69,994	69,994	73,494	5.0%	5.0%
File Searches	43,092	41,858	43,808	43,918	4.9%	0.2%
Same Day Inspection Fee	72,920	75,110	73,920	77,616	3.3%	5.0%
Convenience Copiers	10,502	10,631	10,631	10,658	0.2%	0.2%
Lease Fees	161,470	162,122	161,470	161,470	-0.4%	0.0%

Recreation User Fee	451,305	660,358	660,358	655,009	-0.8%	-0.8%
Recreation Rental Fee	182,777	171,670	205,970	244,485	42.4%	18.7%
Swimming Fees	782,322	816,211	798,321	734,317	-10.0%	-8.0%
Recreation Membership Card Fee	2,605,507	2,580,276	2,624,905	2,882,547	11.7%	9.8%
Tennis Center Fee	225,512	221,671	224,553	225,114	1.6%	0.2%
Food Manager/Handler Training	50,770	62,019	54,426	54,562	-12.0%	0.2%
Tree Trimming Assessments	115,405	112,802	112,802	113,084	0.2%	0.2%
Child Safety Fees	104,505	114,812	103,127	103,385	-10.0%	0.2%
Sundry	1,286,678	1,276,293	1,233,209	1,282,537	0.5%	4.0%
TOTAL FEES & SVC CHARGES	\$12,038,497	\$12,342,731	\$12,618,595	\$12,729,849	3.1%	0.9%
Intergovernmental Revenue						
FISD School Liaisons	112,320	107,917	115,316	115,316	6.9%	0.0%
PISD School Liaisons	577,176	554,448	589,317	589,317	6.3%	0.0%
Plano-Richardson Trng. Ctr. / Misc.	132,315	160,000	132,315	132,315	-17.3%	0.0%
Interlocal Radio System Access	204,684	204,684	215,154	215,154	5.1%	0.0%
TOTAL INTERGOVT'L REVENUE	\$1,026,495	\$1,027,049	\$1,052,102	\$1,052,102	2.4%	0.0%
TOTAL REVENUE	\$205,395,086	\$204,523,089	\$214,648,134	\$221,902,180	8.5%	3.4%
Intragovernmental Transfers						
Intra-Fund Transfers From:						
Water & Sewer Fund	\$16,774,484	\$17,174,664	\$15,798,965	\$16,191,641	-5.7%	2.5%
Sustain. & Environ. Services Fund	908,876	919,646	902,880	907,376	-1.3%	0.5%
Recreation Revolving Fund	191,130	192,384	192,825	193,297	0.5%	0.2%
Golf Course Fund	50,288	52,339	50,060	50,185	-4.1%	0.2%
Convention & Tourism Fund	336,976	349,693	367,028	382,082	9.3%	4.1%
Municipal Drainage Fund	428,370	508,131	530,556	507,043	-0.2%	-4.4%
Emergency Storm Support	0	0	263,904	0	0.0%	-100.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$18,690,124	\$19,196,857	\$18,106,218	\$18,231,624	-5.0%	0.7%
TOTAL GENERAL FUND	\$224,085,210	\$223,719,945	\$232,754,352	\$240,133,805	7.3%	3.2%

CONVENTION & TOURISM

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$2,429,176	\$1,468,474	\$2,186,185	\$1,708,972	16.4%	-21.8%
Revenues						
Hotel/Motel Receipts	\$5,095,504	\$5,123,120	\$5,617,317	\$6,177,446	20.6%	10.0%
Civic Center Fees	1,757,811	1,847,732	1,703,248	1,444,200	-21.8%	-15.2%
Miscellaneous	2,101	3,000	5,000	5,000	66.7%	0.0%
Interest Income	5,555	20,000	15,000	15,000	-25.0%	0.0%
TOTAL REVENUES	\$6,860,971	\$6,993,852	\$7,340,565	\$7,641,646	9.3%	4.1%
TOTAL RESOURCES	\$9,290,147	\$8,462,326	\$9,526,750	\$9,350,618	10.5%	-1.8%
APPROPRIATIONS						
Operating Expenses						
Convention & Visitors Bureau	\$1,606,165	\$1,795,535	\$1,725,703	\$2,008,751	11.9%	16.4%
Civic Center Operations	3,486,849	3,735,166	3,511,919	3,875,275	3.8%	10.3%
Support of the Arts	733,488	768,468	768,468	800,000	4.1%	4.1%
Historic Preservation	727,704	768,468	768,468	800,000	4.1%	4.1%
Special Events	184,726	165,000	167,191	380,551	130.6%	127.6%
Civic Center Equip.Rpl. Charge	0	200,000	400,000	400,000	100.0%	0.0%
Subtotal	\$6,738,932	\$7,432,637	\$7,341,749	\$8,264,577	11.2%	12.6%
Capital Outlay	8,054	89,000	89,000	0	-100.0%	-100.0%
TOTAL OPERATIONS	\$6,746,986	\$7,521,637	\$7,430,749	\$8,264,577	9.9%	11.2%
Transfer to General Fund	\$336,976	\$349,693	\$367,028	\$382,082	9.3%	4.1%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
TOTAL TRANSFERS	\$356,976	\$369,693	\$387,028	\$402,082	8.8%	3.9%
TOTAL APPROPRIATIONS	\$7,103,962	\$7,891,330	\$7,817,777	\$8,666,659	9.8%	10.9%
WORKING CAPITAL	\$2,186,185	\$570,997	\$1,708,972	\$683,959	19.8%	-60.0%
Days of Operation				30		

WATER & SEWER

	Actual 2012-13	Budget 2013-14	Re-Est 2013-14	Budget 2014-15	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$24,451,298	\$25,567,469	\$27,384,036	\$20,499,653	-19.8%	-25.1%
Revenues						
Water Income	\$67,363,201	\$72,352,183	\$59,891,455	\$66,981,316	-7.4%	11.8%
Sewer Income	50,432,745	51,415,572	51,078,808	52,142,057	1.4%	2.1%
Water Taps	104,885	104,274	76,896	77,665	-25.5%	1.0%
Water & Sewer Penalties	1,347,468	1,405,097	1,368,396	1,375,238	-2.1%	0.5%
Water Meters/AMR Devices	265,623	219,631	276,244	279,006	27.0%	1.0%
Construction Water	211,894	226,052	245,975	248,435	9.9%	1.0%
Service Connect Fee	223,438	222,082	207,754	209,832	-5.5%	1.0%
Backflow Testing	477,925	490,431	496,657	501,624	2.3%	1.0%
Sewer Tie-On	23,450	26,008	26,865	27,134	4.3%	1.0%
Pre-Treatment Permits	31,540	32,845	31,581	31,897	-2.9%	1.0%
Interest Earnings	63,330	120,000	175,000	65,000	-45.8%	-62.9%
Education Building	157,239	157,239	157,239	0	0.0%	-100.0%
Transfer from Reserve Fund	0	0	2,250,000	0	0.0%	-100.0%
Misc. Income	591,341	505,000	566,044	571,704	13.2%	1.0%
TOTAL REVENUES	\$121,294,079	\$127,276,413	\$116,848,914	\$122,510,907	-3.7%	4.8%
TOTAL RESOURCES	\$145,745,377	\$152,843,882	\$144,232,950	\$143,010,560	-6.4%	-0.8%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$9,314,071	\$9,603,370	\$9,806,633	\$10,300,344	7.3%	5.0%
Materials & Supplies	1,541,250	2,021,087	1,921,583	2,063,085	2.1%	7.4%
Contractual	3,912,663	5,064,333	4,459,157	4,656,892	-8.0%	4.4%
NTMWD - Water	43,476,849	50,233,241	46,984,110	55,042,807	9.6%	17.2%
NTMWD - Wastewater	13,810,600	14,824,489	14,702,094	14,878,076	0.4%	1.2%
NTMWD - Upper E. Fork Interco	8,102,085	8,420,340	8,589,249	8,949,125	6.3%	4.2%
Retirement of NTMWD Debt	816,511	831,485	831,445	827,905	-0.4%	-0.4%
Sundry	1,079,829	647,908	643,271	647,908	0.0%	0.7%
Reimbursements	860,597	875,704	800,607	887,315	1.3%	10.8%
Subtotal	\$82,914,455	\$92,521,957	\$88,738,149	\$98,253,458	6.2%	10.7%
Capital Outlay	70,534	14,000	28,297	0	-100.0%	-100.0%
TOTAL OPERATIONS	\$82,984,989	\$92,535,957	\$88,766,446	\$98,253,458	6.2%	10.7%
Transfer to General Fund	\$16,774,484	\$17,174,664	\$15,798,965	\$16,191,641	-5.7%	2.5%
Transfer to W & S CIP	7,461,484	12,730,742	12,500,000	12,500,000	-1.8%	0.0%
Transfer to Capital Reserve	3,000,000	3,000,000	3,000,000	3,000,000	0.0%	0.0%
Transfer to Loss Fund	753,639	759,784	781,512	773,556	1.8%	-1.0%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Reserve Fund	3,000,000	2,000,000	0	0	-100.0%	0.0%
Transfer to Meter/AMR Rep.	1,500,000	1,500,000	0	0	-100.0%	0.0%
Transfer to Technology Svcs	2,486,745	2,383,840	2,586,374	2,702,620	13.4%	4.5%
Transfer for Sustainability	100,000	100,000	0	0	-100.0%	0.0%
TOTAL TRANSFERS	\$35,376,352	\$39,949,030	\$34,966,851	\$35,467,816	-11.2%	1.4%
TOTAL APPROPRIATIONS	\$118,361,341	\$132,484,987	\$123,733,297	\$133,721,274	0.9%	8.1%
WORKING CAPITAL	\$27,384,036	\$20,358,895	\$20,499,653	\$9,289,286	-54.4%	-54.7%
Days of Operation				35		

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$2,758,454	\$3,248,177	\$3,893,194	\$3,502,195	7.8%	-10.0%
Revenues						
Commercial Franchise	\$7,068,059	\$7,041,335	\$7,061,480	\$7,202,710	2.3%	2.0%
Special Refuse Collection	75,458	76,196	76,196	76,386	0.2%	0.2%
Residential Collection	12,754,877	12,810,487	12,793,440	12,857,407	0.4%	0.5%
Allied Waste, Inc.	91,443	82,693	82,693	84,347	2.0%	2.0%
Recycling	447,272	415,095	489,476	490,700	18.2%	0.3%
Sales of Landscape Bags	32,536	251,119	28,650	28,722	-88.6%	0.3%
Contributions via Utility Billing	9,515	11,716	11,716	11,745	0.2%	0.2%
Sale of Compost	1,679,879	1,483,532	1,768,865	1,821,200	22.8%	3.0%
Tipping Fees	762,486	834,701	805,263	807,276	-3.3%	0.2%
Miscellaneous	428,059	486,009	486,009	490,869	1.0%	1.0%
Reimbursements	154,195	203,463	128,490	129,957	-36.1%	1.1%
Sustainability Program Transfer	100,000	100,000	0	0	-100.0%	0.0%
Construction & Demolition Program	0	110,000	110,000	200,000	81.8%	81.8%
Emergency Storm Support	0	0	104,425	0	0.0%	-100.0%
TOTAL REVENUES	\$23,603,779	\$23,906,347	\$23,946,703	\$24,201,319	1.2%	1.1%
TOTAL RESOURCES	\$26,362,233	\$27,154,524	\$27,839,897	\$27,703,514	2.0%	-0.5%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$6,346,465	\$6,615,890	\$6,553,551	\$6,895,732	4.2%	5.2%
Materials & Supplies	419,840	453,426	560,226	489,578	8.0%	-12.6%
Contractual	6,772,175	7,614,403	7,759,972	7,895,387	3.7%	1.7%
NTMWD	6,993,790	6,457,610	7,482,242	8,398,769	30.1%	12.2%
Sundry	282,791	127,784	237,841	104,490	-18.2%	-56.1%
Reimbursements	27,019	92,714	70,013	96,665	4.3%	38.1%
Subtotal	\$20,842,080	\$21,361,827	\$22,663,845	\$23,880,621	11.8%	5.4%
Capital Outlay	139,603	45,000	208,500	295,000	555.6%	41.5%
TOTAL OPERATIONS	\$20,981,683	\$21,406,827	\$22,872,345	\$24,175,621	12.9%	5.7%
Transfer to General Fund	\$908,876	\$919,646	\$902,880	\$907,376	-1.3%	0.5%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	157,239	157,239	157,239	0	-100.0%	-100.0%
Transfer to Loss Fund	361,241	364,361	345,238	341,199	-6.4%	-1.2%
TOTAL TRANSFERS	\$1,487,356	\$1,501,246	\$1,465,357	\$1,308,575	-12.8%	-10.7%
TOTAL APPROPRIATIONS	\$22,469,039	\$22,908,073	\$24,337,702	\$25,484,196	11.2%	4.7%
WORKING CAPITAL	\$3,893,194	\$4,246,451	\$3,502,195	\$2,219,318	-47.7%	-36.6%
Days of Operation				34		

MUNICIPAL DRAINAGE UTILITY

	Actual 2012-13	Budget 2013-14	Re-Est 2013-14	Budget 2014-15	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,406,069	\$2,006,368	\$3,834,754	\$3,727,644	85.8%	-2.8%
Revenues						
Environmental Assessment Fees:						
Residential Class Fees	\$3,352,680	\$3,805,130	\$3,968,800	\$3,631,866	-4.6%	-8.5%
Commercial Class Fees	\$2,930,780	3,453,886	3,610,574	3,611,611	4.6%	0.0%
Miscellaneous	15,440	6,000	6,000	6,000	0.0%	0.0%
Interest Income	7,716	40,900	7,670	7,670	-81.2%	0.0%
TOTAL REVENUES	\$6,306,616	\$7,305,916	\$7,593,044	\$7,257,147	-0.7%	-4.4%
TOTAL RESOURCES	\$9,712,685	\$9,312,284	\$11,427,798	\$10,984,791	18.0%	-3.9%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$1,341,603	\$1,463,701	\$1,583,487	\$1,917,363	31.0%	21.1%
Materials & Supplies	261,248	344,652	357,069	360,052	4.5%	0.8%
Contractual	579,514	663,284	789,314	750,619	13.2%	-4.9%
Sundry	22,863	2,778	2,928	2,778	0.0%	-5.1%
Reimbursements	310,981	344,360	297,756	326,322	-5.2%	9.6%
Subtotal	\$2,516,209	\$2,818,775	\$3,030,554	\$3,357,134	19.1%	10.8%
Capital Outlay	0	0	44,181	58,000	100.0%	31.3%
TOTAL OPERATIONS	\$2,516,209	\$2,818,775	\$3,074,735	\$3,415,134	21.2%	11.1%
Transfer to General Fund	\$428,370	\$508,131	\$530,556	\$507,043	-0.2%	-4.4%
Transfer to Drainage CIP	0	0	0	2,500,000	100.0%	100.0%
Transfer to Capital Reserve Fund	0	0	0	500,000	100.0%	100.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	2,913,352	3,010,927	2,672,685	2,660,184	-11.6%	-0.5%
TOTAL TRANSFERS	\$3,361,722	\$3,539,058	\$3,223,241	\$6,187,227	74.8%	92.0%
TOTAL APPROPRIATIONS	\$5,877,931	\$6,357,833	\$6,297,976	\$9,602,361	51.0%	52.5%
EST. RESERVE REQUIREMENT	0	0	1,402,178	0	0.0%	-100.0%
WORKING CAPITAL	\$3,834,754	\$2,954,451	\$3,727,644	\$1,382,430	-53.2%	-62.9%
Days of Operation				148		

RECREATION REVOLVING

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,139,824	\$1,357,141	\$1,488,478	\$1,705,694	25.7%	14.6%
Revenues						
Recreation Fees	\$3,743,559	\$3,772,500	\$3,772,500	\$3,781,931	0.3%	0.3%
Contributions	5,941	14,034	10,000	10,000	-28.7%	0.0%
Interest Income	4,004	20,500	4,000	4,000	-80.5%	0.0%
Miscellaneous	70,858	40,642	70,000	70,000	72.2%	0.0%
TOTAL REVENUES	\$3,824,362	\$3,847,676	\$3,856,500	\$3,865,931	0.5%	0.2%
TOTAL RESOURCES	\$4,964,186	\$5,204,817	\$5,344,978	\$5,571,625	7.0%	4.2%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$1,275,161	\$1,352,886	\$1,379,869	\$1,490,315	10.2%	8.0%
Materials & Supplies	216,717	232,334	226,164	222,948	-4.0%	-1.4%
Contractual	1,760,612	1,790,071	1,804,692	1,820,455	1.7%	0.9%
Sundry	32,088	37,654	35,734	34,054	-9.6%	-4.7%
Subtotal	\$3,284,578	\$3,412,945	\$3,446,459	\$3,567,772	4.5%	3.5%
Capital Outlay	0	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$3,284,578	\$3,412,945	\$3,446,459	\$3,567,772	4.5%	3.5%
Transfer to General Fund	\$191,130	\$192,384	\$192,825	\$193,297	0.5%	0.2%
TOTAL TRANSFERS	\$191,130	\$192,384	\$192,825	\$193,297	0.5%	0.2%
TOTAL APPROPRIATIONS	\$3,475,708	\$3,605,329	\$3,639,284	\$3,761,069	4.3%	3.3%
WORKING CAPITAL	\$1,488,478	\$1,599,488	\$1,705,694	\$1,810,557	13.2%	6.1%
Days of Operation				185		

GOLF COURSE

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$34,014	\$126,942	\$127,308	\$216,925	70.9%	70.4%
Revenues						
Golf Fees	\$937,927	\$991,395	\$945,000	\$947,363	-4.4%	0.3%
Concessions	56,063	54,386	56,000	56,140	3.2%	0.3%
Interest Income	214	1,000	200	200	-80.0%	0.0%
Miscellaneous	135	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$994,339	\$1,046,780	\$1,001,200	\$1,003,702	-4.1%	0.2%
TOTAL RESOURCES	\$1,028,353	\$1,173,722	\$1,128,508	\$1,220,627	4.0%	8.2%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$537,783	\$539,195	\$553,935	\$583,960	8.3%	5.4%
Supplies	124,924	130,430	130,430	130,430	0.0%	0.0%
Contractual Services	186,230	178,323	175,498	179,198	0.5%	2.1%
Sundry Charges	1,819	1,660	1,660	1,660	0.0%	0.0%
Subtotal	\$850,757	\$849,608	\$861,523	\$895,248	5.4%	3.9%
Capital Outlay	0	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$850,757	\$849,608	\$861,523	\$895,248	5.4%	3.9%
Transfer to General Fund	50,288	52,339	50,060	50,185	-4.1%	0.2%
TOTAL TRANSFERS	\$50,288	\$52,339	\$50,060	\$50,185	-4.1%	0.2%
TOTAL APPROPRIATIONS	\$901,045	\$901,947	\$911,583	\$945,433	4.8%	3.7%
WORKING CAPITAL	\$127,308	\$271,777	\$216,925	\$275,195	1.3%	26.9%
Days of Operation				112		

LOSS FUND

	Actual 2012-13	Budget 2013-14	Re-Est 2013-14	Budget 2014-15	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,082,298	\$1,032,384	\$1,138,193	\$938,982	-9.0%	-17.5%
Resources						
General Fund Transfer In	\$3,986,646	\$4,032,565	\$4,145,474	\$4,136,027	2.6%	-0.2%
Water & Sewer Fund Transfer In	753,639	759,784	781,512	773,556	1.8%	-1.0%
Sustain. & Env. Svcs. Fund Transfer In	361,241	364,361	345,238	341,199	-6.4%	-1.2%
Claims Recovered	211,489	200,000	200,000	200,000	0.0%	0.0%
Interest Earned	12,444	50,000	13,000	13,000	-74.0%	0.0%
TOTAL REVENUES	\$5,325,459	\$5,406,710	\$5,485,224	\$5,463,782	1.1%	-0.4%
TOTAL RESOURCES	\$6,407,757	\$6,439,094	\$6,623,417	\$6,402,764	-0.6%	-3.3%
APPROPRIATIONS						
Workers' Compensation	\$2,358,733	\$2,200,000	\$2,200,000	\$2,200,000	0.0%	0.0%
Judgements and Damages	768,288	1,200,000	1,200,000	1,200,000	0.0%	0.0%
Risk Management Operations	2,142,543	2,056,624	2,284,435	2,085,094	1.4%	-8.7%
TOTAL APPROPRIATIONS	\$5,269,564	\$5,456,624	\$5,684,435	\$5,485,094	0.5%	-3.5%
UNAPPROPRIATED FUND BALANCE	\$1,138,193	\$982,470	\$938,982	\$917,670	-6.6%	-2.3%

HUD GRANTS

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
TOTAL HUD REVENUES	\$1,887,704	\$1,658,127	\$1,658,127	\$1,684,961	1.6%	1.6%
APPROPRIATIONS						
CDBG:						
Housing Rehabilitation	\$1,017,755	\$713,800	\$833,800	\$814,223	14.1%	-2.3%
Administrative	175,569	236,720	236,720	235,066	-0.7%	-0.7%
Homelessness Prevention	67,756	67,000	67,000	68,000	1.5%	1.5%
Homeownership Program	47,869	34,474	34,474	29,863	-13.4%	-13.4%
Plano Housing Corporation	25,000	0	0	0	0.0%	0.0%
Boys and Girls Clubs of Collin County	30,000	35,000	35,000	40,714	16.3%	16.3%
Communities in Schools Dallas	15,000	15,000	15,000	0	-100.0%	-100.0%
LaunchAbility	9,446	13,000	13,000	15,000	15.4%	15.4%
Maurice Barnett Geriatric Wellness - PHC	32,853	0	0	0	0.0%	0.0%
Maurice Barnett Geriatric Wellness - Gatekeepers	22,000	0	0	0	0.0%	0.0%
Helping Partners	1,925	0	0	0	0.0%	0.0%
Samaritan Inn	0	35,000	35,000	40,000	14.3%	14.3%
Texas Muslim Women's Foundation	0	15,000	15,000	35,034	133.6%	133.6%
Galaxy Counseling Center	0	15,000	15,000	17,430	16.2%	16.2%
Sub-Total CDBG:	\$1,445,173	\$1,179,994	\$1,299,994	\$1,295,330	9.8%	-0.4%
HOME:						
Housing Rehabilitation	\$90,234	\$0	\$36,960	\$0	0.0%	-100.0%
Administrative	58,895	35,433	35,433	38,663	9.1%	9.1%
Homeownership Program (ADDI)	52,114	0	40,000	90,968	100.0%	127.4%
Plano Housing Corporation	137,655	109,200	109,200	120,000	9.9%	9.9%
Habitat for Humanity of South Collin Co.	93,704	163,700	163,700	105,000	-35.9%	-35.9%
Christ United Methodist Church	40,478	46,800	46,800	35,000	-25.2%	-25.2%
Sub-Total HOME:	\$473,080	\$355,133	\$432,093	\$389,631	9.7%	-9.8%
TOTAL APPROPRIATIONS	\$1,918,253	\$1,535,127	\$1,732,087	\$1,684,961	9.8%	-2.7%

PTN FUND

	Actual 2012-13	Budget 2013-14	Re-Est 2013-14	Budget 2014-15	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$784,862	\$5,394	\$657,806	\$542,841	9963.8%	-17.5%
Revenues						
Plano Television Network Fee	\$827,491	\$774,656	\$839,210	\$840,469	8.5%	0.2%
Interest Income	2,067	12,000	3,000	3,000	-75.0%	0.0%
Transfer In Gen Fund - Franch. Fees	250,000	250,000	250,000	250,000	0.0%	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%	0.0%
Miscellaneous	3,752	500	500	500	0.0%	0.0%
TOTAL REVENUES	\$1,333,310	\$1,287,156	\$1,342,710	\$1,343,969	4.4%	0.1%
TOTAL RESOURCES	\$2,118,172	\$1,292,550	\$2,000,516	\$1,886,810	46.0%	-5.7%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$662,219	\$688,320	\$606,592	\$648,776	-5.7%	7.0%
Materials & Supplies	46,798	42,600	81,570	41,000	-3.8%	-49.7%
Contractual	74,388	118,400	186,475	344,010	190.5%	84.5%
Sundry	629	3,675	5,750	0	-100.0%	-100.0%
Equipment Reserve	0	100,000	0	0	-100.0%	0.0%
Subtotal	784,034	952,995	880,387	1,033,786	8.5%	17.4%
Capital Outlay	676,332	276,500	577,288	669,800	142.2%	16.0%
TOTAL APPROPRIATIONS	1,460,366	1,229,495	1,457,675	1,703,586	38.6%	16.9%
WORKING CAPITAL	\$657,806	\$63,055	\$542,841	\$183,224	190.6%	-66.2%
Days of Operation				39		

CRIMINAL INVESTIGATION

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALANCE	\$1,955,839	\$1,547,471	\$1,759,149	\$1,828,042	18.1%	3.9%
Forfeited Property	\$106,397	\$300,000	\$407,088	\$241,000	-19.7%	-40.8%
Interest	4,716	10,500	10,500	10,500	0.0%	0.0%
Auction Proceeds	15,761	90,000	11,000	8,500	-90.6%	-22.7%
Grants and Miscellaneous	34,306	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$161,180	\$400,500	\$428,588	\$260,000	-35.1%	-39.3%
TOTAL RESOURCES	\$2,117,019	\$1,947,971	\$2,187,737	\$2,088,042	7.2%	-4.6%
APPROPRIATIONS						
Operating Expense						
Materials & Supplies	\$78,187	\$90,000	\$44,870	\$0	-100.0%	-100.0%
Contractual - Professional	65,595	90,500	4,825	0	-100.0%	-100.0%
Reimbursements to Other Funds	25,476	0	0	0	0.0%	0.0%
Capital Outlay	188,612	220,000	310,000	1,200,000	445.5%	287.1%
TOTAL APPROPRIATIONS	\$357,870	\$400,500	\$359,695	\$1,200,000	199.6%	233.6%
UNAPPROPRIATED FUND BALANCE	\$1,759,149	\$1,547,471	\$1,828,042	\$888,042	-42.6%	-51.4%

TECHNOLOGY FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$12,102,251	\$7,217,892	\$10,122,431	\$4,652,828	-35.5%	-54.0%
Revenues						
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%	0.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	0.0%	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	0.0%	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Interest Earnings	31,377	70,000	40,131	34,693	-50.4%	-13.6%
Reassigned 2006 COs	144,347	0	0	0	0.0%	0.0%
Transfer In: Public Safety Tech Fund	0	0	0	2,133,513	100.0%	100.0%
Transfer In: Tech Infrastructure Fund	0	0	0	52,544	100.0%	100.0%
2015 CO Sale	0	0	0	6,750,000	100.0%	100.0%
TOTAL REVENUES	\$1,575,724	\$1,470,000	\$1,440,131	\$10,370,750	605.5%	620.1%
TOTAL RESOURCES	\$13,677,975	\$8,687,892	\$11,562,562	\$15,023,578	72.9%	29.9%
APPROPRIATIONS						
Operating Expense						
Fund 62 Projects	\$2,125,825	\$3,285,658	\$4,489,134	\$1,414,954	-56.9%	-68.5%
Fund 29 Projects	1,179,719	0	2,170,600	12,872,500	100.0%	493.0%
TOTAL OPERATIONS	\$3,305,544	\$3,285,658	\$6,659,734	\$14,287,454	334.8%	114.5%
Transfer to PTN	250,000	250,000	250,000	250,000	0.0%	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	0.0%	0.0%
TOTAL APPROPRIATIONS	\$3,555,544	\$3,535,658	\$6,909,734	\$14,537,454	311.2%	110.4%
WORKING CAPITAL	\$10,122,431	\$5,152,234	\$4,652,828	\$486,124	-90.6%	-89.6%

TS REPLACEMENT FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
WORKING CAPITAL	\$699,643	\$659,662	\$657,910	\$2,319,798	251.7%	252.6%
Revenues						
General Fund	421,586	525,355	530,068	493,186	-6.1%	-7.0%
Govt Access/CATV	2,877	2,687	2,687	3,173	18.1%	18.1%
Municipal Court Technology	8,234	0	0	488	100.0%	100.0%
Water & Sewer Fund	31,385	27,389	27,389	23,013	-16.0%	-16.0%
Sustainability & Environ. Svcs.	11,073	12,302	12,302	11,860	-3.6%	-3.6%
Convention & Tourism	4,231	8,767	8,767	9,717	10.8%	10.8%
Municipal Drainage	374	1,331	1,331	1,890	42.0%	42.0%
Golf Course	628	814	814	731	-10.2%	-10.2%
Recreation Revolving	0	543	543	488	-10.1%	-10.1%
Equipment Maintenance	2,752	5,941	5,941	5,614	-5.5%	-5.5%
Municipal Warehouse	951	1,357	1,357	976	-28.1%	-28.1%
Property/Liability Loss	2,851	4,480	4,480	4,898	9.3%	9.3%
Technology Services	65,895	42,445	44,945	48,168	13.5%	7.2%
Traffic Safety Fund	0	271	271	244	-10.0%	-10.0%
Interest	1,610	5,000	5,000	15,000	200.0%	200.0%
Miscellaneous	0	5,000	11,500	11,500	130.0%	0.0%
Transfer from Tech Svcs Fund	0	0	1,850,000	0	0.0%	-100.0%
TOTAL REVENUES	\$554,447	\$643,682	\$2,507,395	\$630,946	-2.0%	-74.8%
TOTAL RESOURCES	\$1,254,090	\$1,303,344	\$3,165,305	\$2,950,745	126.4%	-6.8%
APPROPRIATIONS						
Operating Expense						
Non-Capital Software	\$0	\$0	\$0	\$0	0.0%	0.0%
Non-Capital Hardware	\$596,180	\$796,050	\$796,050	\$511,198	-35.8%	-35.8%
Sundry	\$0	\$0	\$11,500	\$57,500	100.0%	100.0%
Capital Implements & Apparatus	\$0	\$0	\$0	\$0	0.0%	0.0%
Capital Software	\$0	\$0	\$0	\$0	0.0%	0.0%
Capital Computer Hardware	\$0	\$37,957	\$37,957	\$1,727,609	4451.5%	4451.5%
TOTAL OPERATIONS	\$596,180	\$834,007	\$845,507	\$2,296,307	175.3%	171.6%
Transfer to Technology Fund	\$0	\$0	\$0	\$0	0.0%	0.0%
TOTAL APPROPRIATIONS	\$596,180	\$834,007	\$845,507	\$2,296,307	175.3%	171.6%
WORKING CAPITAL	\$657,910	\$469,337	\$2,319,798	\$654,438	39.4%	-71.8%

GENERAL OBLIGATION DEBT SERVICE

	Actual	Budget	Re-Est	Budget	Variance	
	2012-13	2013-14	2013-14	2014-15	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALANCE	\$2,224,744	\$1,542,160	\$1,573,430	\$2,557,532	65.8%	62.5%
Revenues						
Property Tax						
Current	\$42,815,158	\$41,663,710	\$41,694,758	\$40,505,589	-2.8%	-2.9%
Delinquent	114,615	428,110	100,000	417,500	-2.5%	317.5%
Penalty & Interest	178,302	171,244	171,244	167,000	-2.5%	-2.5%
Fund Interest Income	0	33,000	33,000	33,000	0.0%	0.0%
Police Academy Reimbursement	147,380	150,597	150,597	150,597	0.0%	0.0%
TOTAL REVENUES	\$43,255,455	\$42,446,662	\$42,149,599	\$41,273,686	-2.8%	-2.1%
TOTAL RESOURCES	\$45,480,199	\$43,988,822	\$43,723,030	\$43,831,218	-0.4%	0.2%
APPROPRIATIONS						
Bond and Certificates						
Principal	\$24,150,000	\$23,805,000	\$23,805,000	\$23,570,000	-1.0%	-1.0%
Interest	12,796,090	12,585,745	12,492,013	12,085,706	-4.0%	-3.3%
Transfer to Tech Infrastructure & Public Art	241,100	197,612	197,613	200,813	1.6%	1.6%
Transfer to Tax Notes Moto Mesh	2,085,200	0	0	0	0.0%	0.0%
Transfer to Tax Notes MotoMesh&Radio System R	2,733,469	2,754,581	2,754,578	2,769,281	0.5%	0.5%
Transfer to Tax Notes Radio Sys Repl	990,619	999,919	999,919	1,012,275	1.2%	1.2%
Transfer to CO's Radio Sys Repl	903,775	906,876	906,875	906,625	0.0%	0.0%
Exchanges Fees & Bond Sale Expense	6,516	9,500	9,500	9,500	0.0%	0.0%
Subtotal	\$43,906,769	\$41,259,234	\$41,165,497	\$40,554,200	-1.7%	-1.5%
New Debt	0	889,080	0	996,184	12.0%	100.0%
TOTAL APPROPRIATIONS	\$43,906,769	\$42,148,314	\$41,165,497	\$41,550,384	-1.4%	0.9%
UNAPPROPRIATED FUND BALANCE	\$1,573,430	\$1,840,508	\$2,557,532	\$2,280,834	23.9%	-10.8%



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:		09/08/2014		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Matt Yager, x5220				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2014-15; and providing an effective date. Public Hearing held on August 11, 2014.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): CAPITAL PROJECT FUNDS				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2014-15, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditures Summary			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2014-15; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 11, 2014, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2014-15; and

WHEREAS, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2014-15 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

Now, therefore, be it ordained by the City Council of the City of Plano, Texas, that:

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2014 and ending September 30, 2015, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Public Safety & Fire Facilities Fund	7,125,000
B.	Municipal Facilities Fund	578,000
C.	Animal Control Facility Fund	100,000
D.	Park Improvements Fund	19,889,000
E.	Recreation Centers Fund	8,800,000
F.	Carpenter Recreation Center Fund	440,000
G.	Public Infrastructure Improvements Fund	6,000,000
H.	Street Improvements Fund	35,804,100
I.	Street Enhancement Fund	1,000,000
J.	Technology Improvements Fund	12,772,500
K.	DART Local Assistance Program Fund	745,000
L.	Park Fee Program	840,000
M.	Capital Reserve Fund	32,100,700
N.	Municipal Drainage CIP Fund	5,314,000
O.	Water Projects Fund	13,079,000
P.	Sewer Projects Fund	13,564,000

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED this the 8th day of September, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

Project Expenditures	Re-Estimate							Total
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Future	
Fire & Public Safety Facilities	1,790,000	7,125,000	0	0	0	0	0	8,915,000
Library Facilities	906,000	0	0	0	0	0	0	906,000
Municipal Facilities	2,699,100	578,000	0	0	0	0	0	3,277,100
Police & Court Facilities	3,678,200	0	0	0	0	0	0	3,678,200
Animal Shelter	0	100,000	0	0	0	0	0	100,000
Park Improvements	25,774,000	19,889,000	18,574,000	9,217,000	6,100,000	22,000,000	16,000,000	117,554,000
Carpenter Rec Center	578,000	440,000	0	0	0	0	0	1,018,000
Recreation Center	2,662,000	8,800,000	16,739,000	4,400,000	0	900,000	9,000,000	42,501,000
Public Infrastructure Improvements	3,000,000	6,000,000	6,000,000	0	0	0	0	15,000,000
Street Improvements	29,704,600	35,804,100	24,029,000	20,055,000	12,715,000	18,590,000	14,910,000	155,807,700
Street Enhancements	<u>1,719,000</u>	<u>1,000,000</u>	<u>250,000</u>	<u>250,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,219,000</u>
Total General Obligation	72,510,900	79,736,100	65,592,000	33,922,000	18,815,000	41,490,000	39,910,000	351,976,000
Technology Improvements	<u>2,170,600</u>	<u>12,772,500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14,943,100</u>
Total Certificate of Obligation & Tax Note	2,170,600	12,772,500	0	0	0	0	0	14,943,100
Municipal Drainage	<u>3,536,000</u>	<u>5,314,000</u>	<u>3,544,600</u>	<u>2,235,000</u>	<u>2,200,000</u>	<u>2,235,000</u>	<u>9,735,000</u>	<u>28,799,600</u>
Total Revenue Bond	3,536,000	5,314,000	3,544,600	2,235,000	2,200,000	2,235,000	9,735,000	28,799,600
Park Fee Program	950,000	840,000	1,250,000	135,000	0	0	200,000	3,375,000
DART Local Assistance	214,500	745,000	0	0	0	0	0	959,500
Capital Reserve:								
Streets & Drainage Projects	24,859,000	20,434,000	20,910,000	21,800,000	22,500,000	22,700,000	22,400,000	155,603,000
Park Improvement Projects	8,596,300	6,935,000	6,790,000	6,065,000	5,480,000	4,500,000	26,760,000	65,126,300
Municipal Facilities Projects	8,690,350	4,105,700	4,014,000	4,313,000	3,499,000	3,750,500	187,000	28,559,550
Other Projects	<u>1,240,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>4,996,000</u>
Total Other Funds	44,550,150	33,685,700	33,590,000	32,939,000	32,105,000	31,576,500	50,173,000	258,619,350
Water	11,504,000	13,079,000	10,765,000	4,918,000	3,508,000	1,610,000	4,110,000	49,494,000
Sewer	<u>10,782,000</u>	<u>13,564,000</u>	<u>12,717,300</u>	<u>7,600,000</u>	<u>7,600,000</u>	<u>7,600,000</u>	<u>9,220,000</u>	<u>69,083,300</u>
Total Water & Sewer	22,286,000	26,643,000	23,482,300	12,518,000	11,108,000	9,210,000	13,330,000	118,577,300
TOTAL	145,053,650	158,151,300	126,208,900	81,614,000	64,228,000	84,511,500	113,148,000	772,915,350



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:		9/8/14		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2014, and terminating September 30, 2015, and providing an effective date. (Public Hearings were held on August 25, 2014 and September 3, 2014.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	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				
COMMENTS: This item approves and adopts the Tax Rate only and therefore has no fiscal impact. STRATEGIC PLAN GOAL: Approving and adopting the Tax Rate relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Ordinance sets the ad valorem tax rate for 2014-15 at .4886 cents per \$100 assessed valuation, to be distributed as follows:				
\$.3438 for Operation & Maintenance				
\$.1448 for General Obligation Debt				

\$.4886 Total Tax Rate				
THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.				
THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATION ON A \$100,000 HOME BY APPROXIMATELY \$11.36.				

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2014 and terminating September 30, 2015 and providing an effective date.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2014-15, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2013-14; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2014-15 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed Tax Rate; and

WHEREAS, the proposed Tax Rate does exceed the Rollback Tax Rate by 0.27 cents or 0.56%; and

WHEREAS, the proposed Tax Rate does exceed the Effective Tax Rate by 1.90 cents or 4.04%; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2014-15 should be approved and adopted for Fiscal Year 2014-15.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2014-15 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$.3438 for purposes of General Fund maintenance and operation.

\$.1448 for payment of principal and interest on all General Obligation Bond funded debt of this City.

\$.4886 Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2014-15 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

Section III. This Ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED, this the 8th day of September, 2014.

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:		9/8/14		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2014-15 Budget as a result of the City receiving more revenues from property taxes in the 2014-15 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 25, 2014 and September 3, 2014.)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	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 approves and ratifies the property tax revenue increase only and therefore has no fiscal impact. STRATEGIC PLAN GOAL: Approving and ratifying the property tax increase relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget. This Ordinance ratifies the property tax revenue increase as reflected in the 2014-15 Budget, by adding the following statement: "THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$9,321,082 OR 7.08% AND OF THAT AMOUNT \$2,500,520 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas ratifying the property tax revenue increase in the 2014-15 Budget as a result of the City receiving more revenues from property taxes in the 2014-15 Budget than in the previous fiscal year; and providing an effective date.

WHEREAS, H.B. 3195 relating in part to “truth-in-taxation disclosure”, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and,

WHEREAS, The City’s 2014-15 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2014-15 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2014-15 City Budget is hereby ratified, with the following declaration:

‘THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$9,321,082 OR 7.08%, AND OF THAT AMOUNT \$2,500,520 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.’

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

DULY PASSED AND APPROVED, this the 8th day of September, 2014.

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:	9/8/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Public Hearing and consideration of a Resolution to approve the use or taking of a portion of City of Plano public Park Land, known as Haggard Park pursuant to Chapter 26 of the Texas Parks and Wildlife Code and Section 4(f) of the Department of Transportation Act (49 U.S.C. §303) to approve using a portion of dedicated Park Land as a permanent easement for purposes of relocating Dallas Area Rapid Transit (DART) owned 15th Street Signal Equipment to a Central Instrumentation House (CIH); authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	10	0	10
BALANCE	0	10	0	10

FUND(S): GENERAL FUND

COMMENTS: This item grants Dallas Area Rapid Transit (DART) an addition to an existing permanent easement in exchange for \$10.

STRATEGIC PLAN GOAL: Holding a public hearing regarding a proposed easement relates to the City's Goal of Financially Strong City with Service Excellence and granting an addition to an existing easement to facilitate the relocation of a signal box relates to the City's Goals of Partnering for Community Benefit and Exciting Urban Centers – Destination for Residents and Guests.

SUMMARY OF ITEM

At the City's request, it is proposed that the City allow the Dallas Area Rapid Transit (DART) to use a portion of Haggard Park as a permanent easement to house Central Instrumentation House (CIH). The easement would be 1,060 square feet (0.024 acres) in addition to an existing DART Red Line transportation corridor. An existing CIH is in place at the proposed Douglass Walk portion of the 15th and I development. The easement will be used for the purpose of relocating the existing CIH. Relocation of the CIH improves accessibility along the Douglass Walk, benefits pedestrian movement downtown and to the DART Downtown Plano platform, and forms a component of the Plano Transit Village Veloweb connecting pedestrians and cyclists to businesses, residential neighborhoods, and DART transit stations. Loss of affected parking spaces will not affect park use; additional parking is being planned on Avenue H on the west side of the park; new accessible spaces will be designated within the park to replace the spaces affected by this project.



CITY OF PLANO COUNCIL AGENDA ITEM

DART will compensate the City for a sum of ten (\$10.00) for the easement. To permit the use or taking of park land, the governing body with jurisdiction over the park, City Council in this instance, must find the following:

1. There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and
2. The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or taking.
3. The Project will not adversely affect the activities, features, and attributes of Park Land.

Alternatives to the proposed location for the CIH considered were (1) leaving the current CIH in place in the middle of the proposed Douglass Walk, a key component to the Plano Transit Village Veloweb Plan, (2) locating the CIH in the southeast quadrant of the intersection of 15th and DART tracks, currently occupied by McCall Plaza, (3) locating the CIH in the northeast quadrant of the intersection of 15th and DART tracks, currently occupied by the historic Schell Building.

Witnesses will be presented at the public hearing on these issues.

Project Location Map:
<http://goo.gl/maps/Cljp6>

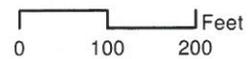
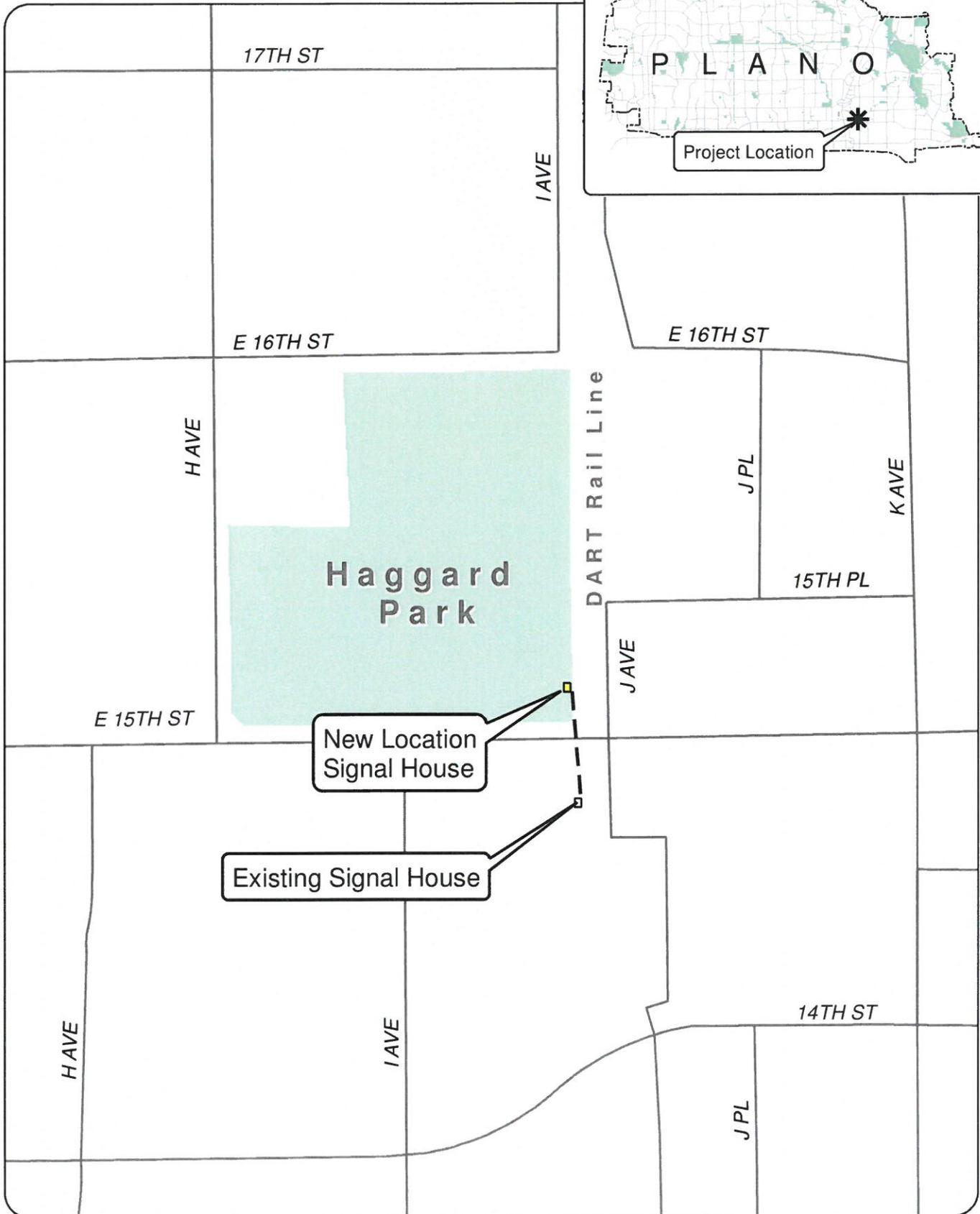
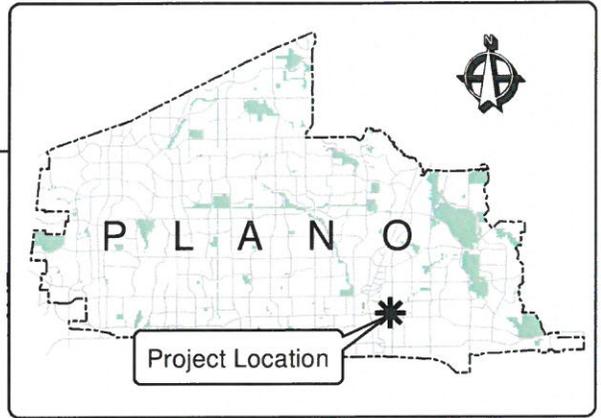
List of Supporting Documents:

- Location Map
- Site Plan
- DART Section 4(f) Statement
- Resolution
- Exhibit "A" - Survey

Other Departments, Boards, Commissions or Agencies

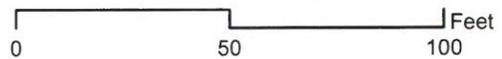
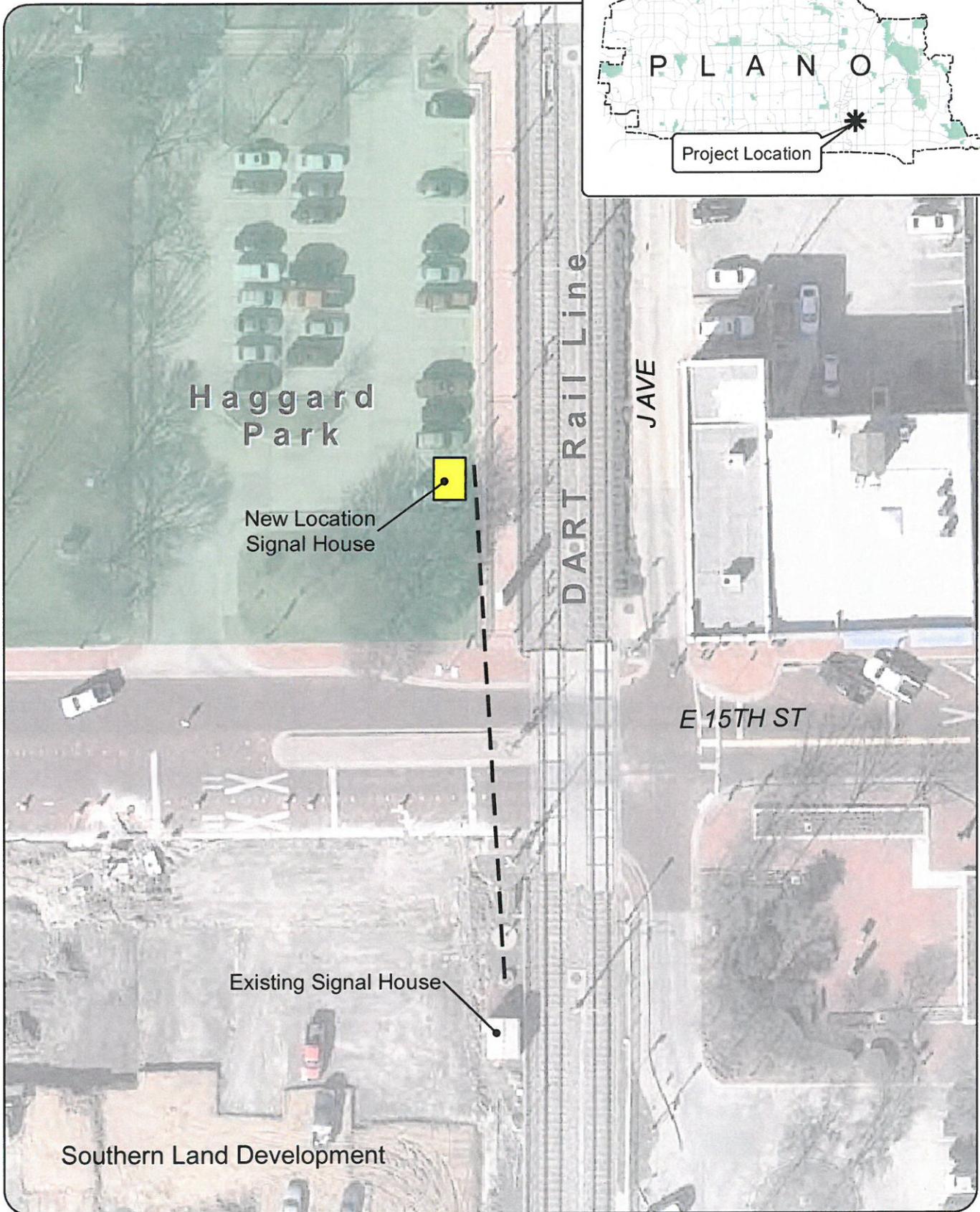
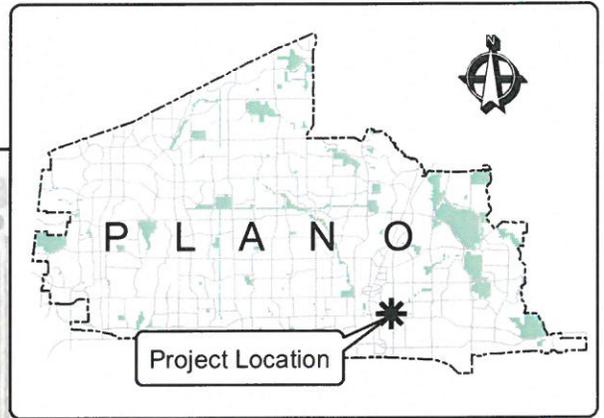
Location Map

DART/ Haggard Park Signal House Relocation



Site Plan

DART/ Haggard Park Signal House Relocation



Section 4(f) Statement

De minimis Section 4(f) Statement & Chapter 26 Documentation

DART 15th Street Signal Equipment Relocation

Prepared by:



Dallas Area Rapid Transit

1401 Pacific Avenue
Dallas, Texas 75266

September 2014

TABLE OF CONTENTS

Section
Page

A. INTRODUCTION.....	1
B. APPLICATION OF SECTION 4(f)	1
C. APPLICATION OF CHAPTER 26.....	2
D. BACKGROUND.....	2
E. PROPOSED PROJECT.....	3
F. ALTERNATIVES CONSIDERED.....	4
G. PLANNING TO MINIMIZE HARM.....	6
H. PROJECT COORDINATION.....	7
I. PUBLIC PARTICIPATION.....	7
J. CITY OF PLANO DETERMINATION	7
K. RECOMMENDED FTA DETERMINATION	7

ATTACHMENT 1: FIGURES

Figure 1 – Current CIH Location	1
Figure 2 – Plano Transit Village Veloweb/Douglass Walk	2
Figure 3 – Proposed CIH Relocation	3
Figure 4 – Proposed CIH Park Use	4
Figure 5 – Existing and Proposed Walkways.....	5
Figure 6 – Alternatives Considered.....	6

ATTCHMENT 2: PARK USE EASEMENT LEGAL DESCRIPTION

ATTACHMENT 3: CITY OF PLANO RESOLUTION



**De minimis Section 4(f) Statement
& Chapter 26 Documentation
DART 15th Street Signal Equipment Relocation**

A. INTRODUCTION

Section 4(f) of the Department of Transportation Act of 1966 (49 USC 1653, now 49 USC 303) declares a national policy that special effort be made to preserve the natural beauty of the countryside, including public park and recreation lands, wildlife and waterfowl refuges, and historic sites.

As amended, Section 4(f) allows the U.S. Department of Transportation (DOT) to determine that certain uses of Section 4(f) land will have no adverse effect on the protected resource. These uses are referred to as *de minimis impacts*. A *de minimis* impact determination considers the requirement for all possible planning to minimize harm by reducing the impacts on the Section 4(f) property to a *de minimis* level.

Chapter 26 of the Texas Parks and Wildlife Code was established to protect parks, recreational and scientific areas, wildlife refuges, and historic sites from being used or taken by the state or local agencies for public projects.

This report documents the direct use of parkland resulting from the relocation of a railroad crossing control facility that was originally installed as part of the federally funded North Central Corridor Light Rail Transit (LRT) project. Documentation of the planning and coordination activities is provided that demonstrates the use of the property is justified, necessary and meets the *de minimis* impact requirements of the Section 4(f) legislation. Additionally, this report demonstrates that, in compliance with Chapter 26 of the Texas Parks and Wildlife Code, there is no feasible and prudent alternative to the use and the project includes all reasonable planning to minimize harm to the land, as a park, resulting from the use.

B. APPLICATION OF SECTION 4(f)

As defined in 23 CFR Section 771.135(p), the "use" of a protected Section 4(f) resource occurs when any of the following conditions are met.

- (1) Land is permanently incorporated into a transportation facility through partial or full acquisition (i.e., "direct use").
- (2) There is a temporary occupancy of land that is adverse in terms of preservationist purposes of Section 4(f) (i.e., "temporary use").
- (3) There is no permanent incorporation of land, but the proximity of a transportation facility results in impacts so severe that the protected activities, features, or attributes that qualify a resource for protection under Section 4(f) are substantially impaired (i.e., "constructive use").



De Minimis Impacts

For publicly owned parks, recreation areas, and wildlife and waterfowl refuges, *de minimis impacts* are defined as those that do not "adversely affect the activities, features and attributes" of the Section 4(f) resource. After consideration of any impact avoidance, minimization, and mitigation or enhancement measures, results in a *de minimis* impact on that property, an analysis of avoidance alternatives is not required and the Section 4(f) evaluation process is complete. Officials with jurisdiction over the property must provide written concurrence that the project will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f) and the public must be afforded an opportunity to review and comment on the effects of the project.

C. APPLICATION OF CHAPTER 26

As stated in Chapter 26 of the Texas Parks and Wildlife Code, a municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used as a park unless the municipality, determines that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the project includes all reasonable planning to minimize harm to the land, as a park, resulting from the use or taking.

D. BACKGROUND

DART's Red Line in Downtown Plano was environmentally cleared through the North Central Corridor LRT Expansion Final Environmental Impact Statement (FEIS) (April 1997) and subsequent North Central Corridor 15th Street Station Environmental Study (July 1998). As part of the project, which opened in December 2002, DART constructed a Central Instrumentation House (CIH) within DART right-of-way, west of the tracks approximately 60 feet south of 15th Street (See Figure 1 in Attachment 1).

This 14'-8" by 12'-4" CIH is centered in an otherwise unused section of DART owned right-of-way that is approximately 15 feet wide. A CIH is used for controlling railroad crossing gates and signals at a street crossing. A CIH or similar device are required to be located near the controlled street crossing, ideally within a line of site of the crossing.

As part of its ongoing effort to improve mobility, the City of Plano proposes to locate a new walking trail in the portion of the DART owned right-of-way currently occupied by the CIH. The Douglass Walk will extend from the Douglass Community, a historic African-American community, to downtown Plano (See Figure 2 in Attachment 1). The Douglass Walk is a critical link in Plano's extensive trail system that will provide important connectivity from the Douglass Community north to the Downtown Plano LRT Station and Haggard Park; and south to the George Bush LRT Station and the CityLine mixed use development (six million square feet of office space, almost 4,000 apartments and more than 300,000 square feet of shopping space). In order to accommodate the walking trail, the City of Plano proposed that the CIH be relocated approximately 180 feet north, into the parking lot of the City owned Haggard Park (See Figure 3 in Attachment 1). Haggard Park is located west of the LRT right-of-way on the north side of 15th Street.



Haggard Park is a landscaped 6.34 acre park in the middle of downtown Plano. The land for Haggard Park was donated to the City of Plano in 1928. Haggard Park amenities include a playground, a gazebo, a pond, picnic areas, and paved recreational trails. The park is home to the Interurban Railway Museum. The park also provides drinking fountains and restrooms for the comfort of visitors. Haggard Park can be accessed by foot, bicycle, DART train and automobile. Including the Douglass Walk, several existing and future sidewalks, trails and bike route converge on Haggard Park which also features direct access to the Downtown Plano DART LRT Platform. A 109 space parking lot can be accessed from 15th Street. Four of these parking spaces are designated handicapped parking spaces. Weekdays, between the hours of 5:00 a.m. and 5:00 p.m., parking in Haggard Park is limited to 4 hours. The four handicapped spaces are exempt from this restriction. Two designated handicapped spaces are located near park facilities and two are in the southeast corner of the parking lot. These latter two handicapped spaces not only serve the park but also serve downtown Plano and the DART Station.

E. PROPOSED PROJECT

As shown in Figure 3 in Attachment 1, the existing CIH would be relocated into the southeast corner of the paved portion of the Haggard Park parking lot. New conduit will be bored under the DART right-of-way to provide connectivity to the relocated CIH. The project would permanently displace two designated handicapped parking spaces (near 15th Street) and two additional parking spaces. The City of Plano would install a landscape strip with screening vegetation and replace the two handicapped parking spaces by restriping a portion of the parking lot. A new accessible walk from the relocated parking spaces to an existing path would be provided. The two relocated designated handicapped parking spaces would remain the closest parking spaces to accessible access to the DART Station, 15th Street and downtown Plano. The project will result in a net loss of 8 non-handicapped spaces.

Direct Use of Parkland

The 14'-8" by 12'-4" CIH would permanently occupy approximately 181 square feet of parkland. In order to provide access, maintenance parking, appropriate clearance, and setback the City has agreed to provide a 1060.38 square foot easement (43-foot by 24.66-foot) for the signaling facility. Approximately 215 square feet of the easement (5-foot by 43-foot) would be used to construct a new American's with Disabilities Act (ADA) accessible walkway to serve the park and its parking lot. All proposed park use occurs within the Haggard Park parking lot. The proposed easement is shown in Figure 4 in Attachment 1. A legal description of the proposed park use is contained in Attachment 2.

Temporary Use of Parkland

Except for construction/installation of the facility there would be no Temporary use of parkland. The duration of the construction is anticipated to be approximately 1 month.

Constructive Use of Parkland

No constructive use of Haggard Park is anticipated as part of this proposed project.



De Minimis Impacts

For publicly owned parks, *de minimis impacts* are defined as those that do not "adversely affect the activities, features and attributes" of the Section 4(f) resource.

The proposed use of parkland occurs in a corner of the parking lot at the perimeter of the park, adjacent to the DART owned right-of-way. Other than parking, there are no existing or proposed park amenities or recreational facilities at this location. The proposed use would not affect any adjacent landscaped. The displaced handicapped parking spaces will be replaced. The non-handicapped spaces are underutilized and would not be replaced as part of this project. The proposed facility would segregate the relocated handicapped parking from an existing accessible pathway. As shown in Figure 5 in Attachment 1, this would be mitigated by constructing a new accessible path along the eastern portion of the CIH easement. No other pedestrian routes through the park would be altered. The proposed placement of the CIH in Haggard Park will not adversely affect the activities, features and attributes of the Section 4(f) resource.

F. ALTERNATIVES CONSIDERED

Chapter 26 of the Texas Parks and Wildlife Code requires consideration of avoidance alternatives. After consideration of avoidance alternatives, the City of Plano may make a determination that there is no feasible and prudent alternative to the use of the parkland and the project has incorporated all possible planning to minimize harm.

Avoidance alternatives considered included an alternative signal housing facility as well as alternative locations. The CIH could be replaced by two 10-foot by 2-foot Automatic Highway Crossing Warning (AHCW) Cabinets. These cabinets would be placed side-by-side, five to six feet apart. The advantage of using AHCW cabinets is that the overall width of the facility could be reduced to allow use on parcels too narrow to accommodate the CIH. However the AHCW cabinets are not readily available and would need to be manufactured. With spacing requirements, this alternative facility would be significantly longer than the existing CIH. Because of the added cost and time required for the manufacturing of the AHCW cabinets, they were only considered in locations where a narrower footprint was required. Elsewhere, reuse of the existing CIH is considered more prudent.

As indicated earlier, the CIH or a similar facility is required to be located near the 15th Street crossing of the DART rail line. As such, this limits placement of the facility to the four quadrants surrounding this intersection. Within these quadrants, DART developed four alternatives for consideration (See Figure 5 in Attachment 1). They are: A) No-Build (Leaving the CIH in place), B) Replacing the CIH with AHCW cabinets at the existing location, C) Placing the AHCW cabinets in a narrow landscape strip between the DART right-of-way and Avenue J, and D) the proposed Haggard Park location.

- Southeast: This quadrant is located in the Downtown Plano Heritage District which has strict guidelines for development. The southeast quadrant is occupied by McCall Plaza, a multiuse public space maintained by the City of Plano. McCall Plaza is currently being renovated and will feature a nearly 800-square-foot covered stage for live music and dance performances. The City does not



consider the either signal house option to be visually compatible with McCall Plaza or adjacent properties within the historic district and opposes placing the facility in this quadrant. No alternatives were considered in this quadrant.

- Southwest: The CIH currently occupies the only vacant property in the southwestern quadrant of the intersection. The new Douglass Walk is proposed in the DART right-of-way occupied by the CIH. Immediately to the west, a new mixed use development is being constructed directly adjacent to the DART right-of-way. Alternatives A and B are located in this quadrant.
- Northeast: This quadrant is located in the Downtown Plano Heritage District which has strict guidelines for development. The quadrant is occupied by Avenue J and the historic Plano National Bank/IOOF Lodge building, a recorded Texas Historic Landmark and a contributing structure to the Downtown Plano Heritage District. Alternative C is located in this quadrant.
- Northwest: The Northwest quadrant is occupied by Haggard Park and pedestrian access to the DART LRT Station. Alternative D, the proposed project, is located in this quadrant.

The following summarizes the alternatives considered.

- A. The No-Build alternative is lowest cost option; however, leaving the CIH in place would preclude development of the Douglass Walk, which is an important connection between the historic African-American, Douglass Community and downtown Plano and the DART LRT line. The Douglass Walk will also provide access to the CityLine development which will provide jobs for the Douglass Community. The Douglass walk is a significant link in Plano's existing and planned trail system. In that it would preclude development of the Douglass Walk, the City of Plano opposes the No-Build option.
- B. Replacing the CIH with AHCW cabinets at the existing location was also considered. This option would reduce the overall width of the infrastructure, but spacing and setback requirements would still present an obstacle to the walking trail. The width of the trail would be significantly reduced. Accessing the cabinets may require temporary closure of the trail. Additionally, the City of Plano is attempting to visually tie the Douglass Walk with the new development and a refurbished McCall Plaza. The cabinets are not considered to be visually compatible with the plaza or adjacent development. At over six feet tall and over 20 feet long, the cabinets represent a visual barrier between the Douglass Walk and McCall Plaza. The City of Plano also opposes this option.
- C. Placing AHCW cabinets in a narrow landscape strip between the DART right-of-way and Avenue J was considered by DART because necessary underground conduit and infrastructure are in place at this location. This option would require removal of established landscaping. Accessing the cabinets would require temporarily closing Avenue J on a regular basis. The cabinets are not considered to be compatible with the Downtown Plano Heritage District or the adjacent historic structure, a recorded Texas Historic Landmark. The City of Plano opposes this option.



- D. Relocating the signal facility to Haggard Park is an alternative that was suggested by the City of Plano. The designated easement (See Attachment 2) could accommodate either the CIH or the AHCW cabinets. However, manufacturing the AHCW cabinets would increase costs and would delay the project at least six months. The wall-like appearance of the cabinets could be perceived as a visual barrier. Relocating and reusing the existing signaling equipment is both economical and practical. For these reasons, the City of Plano supports relocation of the existing CIH to Haggard Park as the proposed project.

Conclusions

Although it requires a direct use of parkland, relocating the CIH to the Haggard Park parking lot is the preferred alternative by the City of Plano, the entity with jurisdiction over the Section 4(f) protected resource. Reuse of the existing CIH at the new location minimizes costs and allows the project to advance in a timely fashion. All other feasible alternative locations would negatively affect other city resources including a planned trail, existing public open space, a heritage district, existing landscaping and a public roadway. The proposed project will not adversely affect the activities, features and attributes of the park.

G. PLANNING TO MINIMIZE HARM

DART has coordinated with the City of Plano to insure that all planning to minimize harm has been accomplished. Planning to minimize harm includes:

- The CIH would be located in a previously disturbed, paved portion of the park.
- Project would not affect any existing vegetation or landscaping.
- The CIH would be located away from park facilities and amenities
- The proposed facility would not alter any pedestrian routes through the park.
- Pedestrian access through the park would be enhanced by the construction of a new accessible walkway.
- Facility would be located in the corner of the parking adjacent to DART right-of-way.
- An existing right-of-way fence and existing landscaping will partially shield the view of the CIH.
- The relocated CIH would be repainted to blend in with the surrounding environment.
- The City of Plano would add a landscape strip to provide additional vegetative screening of the CIH.
- Displaced handicapped parking will be replaced by the City in an appropriate, adjacent location
- The two relocated handicapped parking spaces would remain the closest parking spaces to the DART Station, 15th Street and downtown Plano.
- Offsetting loss of non-handicapped parking, the City will add 10 additional parking spaces over the next 3 years



H. PROJECT COORDINATION

The City of Plano has requested that DART relocate the CIH from its current location to Haggard Park. DART has had extensive coordination with City of Plano staff to ensure all planning to minimize harm has occurred. The project has also been coordinated with the City of Plano Parks and Recreation Department, the entity with jurisdiction over the property.

I. PUBLIC PARTICIPATION

The Plano City Council was briefed on the proposed direct use of Haggard Park. In accordance with Section 4(f) of the Department of Transportation Act and Chapter 26 of the Texas Parks and Wildlife Code, the City of Plano held a public hearing on the use of parkland on September 8, 2014.

X speakers spoke in favor the proposed use of parkland and X speakers spoke against the proposed use of parkland. ... This is attributable to the fact that the proposed use does not adversely affect the activities, features and attributes of the Section 4(f) resource.

J. CITY OF PLANO DETERMINATION

In July 2014, the City of Plano Parks and Recreation Department was provided the Draft Section 4(f) Statement that demonstrates that the proposed project does not adversely affect the activities, features and attributes of Haggard Park.

On September 8, 2014 the City of Plano **unanimously** passed a resolution authorizing the direct use of the parkland. This was based on a determination that:

- 1) There is no feasible and prudent alternative to the use or taking of the portion of public Park Land at Haggard Park as proposed by the Project;
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking; and
- 3) The Project will not adversely affect the activities, features, and attributes of the Park Land.

A copy of this resolution is included as Attachment 3.

K. RECOMMENDED FTA DETERMINATION

A direct use of Haggard Park is required for the proposed project. Furthermore, the transportation use of Section 4(f) property, after consideration of any impact avoidance, minimization, and mitigation or enhancement measures, results in a *de minimis* impact on that property.



**ATTACHMENT 1
FIGURES**

**De minimis Section 4(f) Statement
& Chapter 26 Documentation**

DART 15th Street Signal Equipment Relocation

Figure 1

Current CIH Location

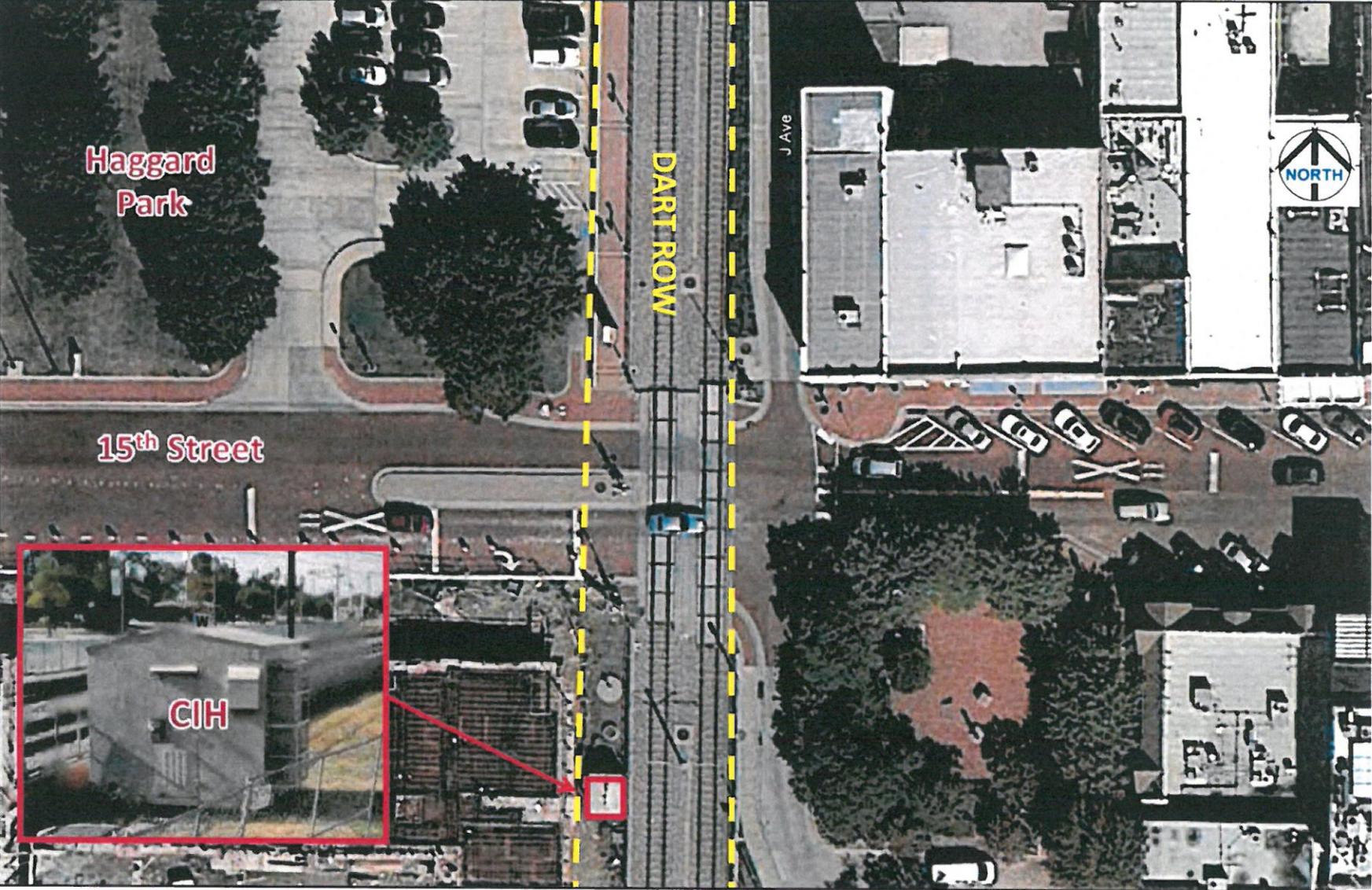
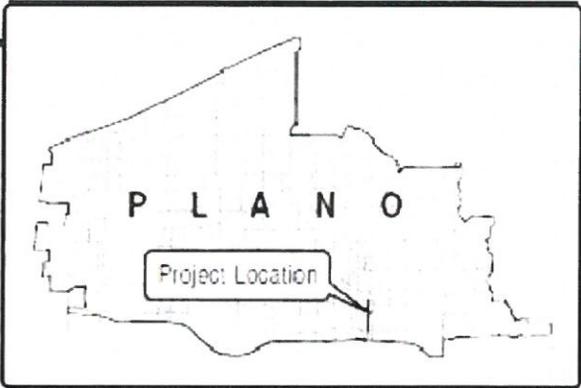
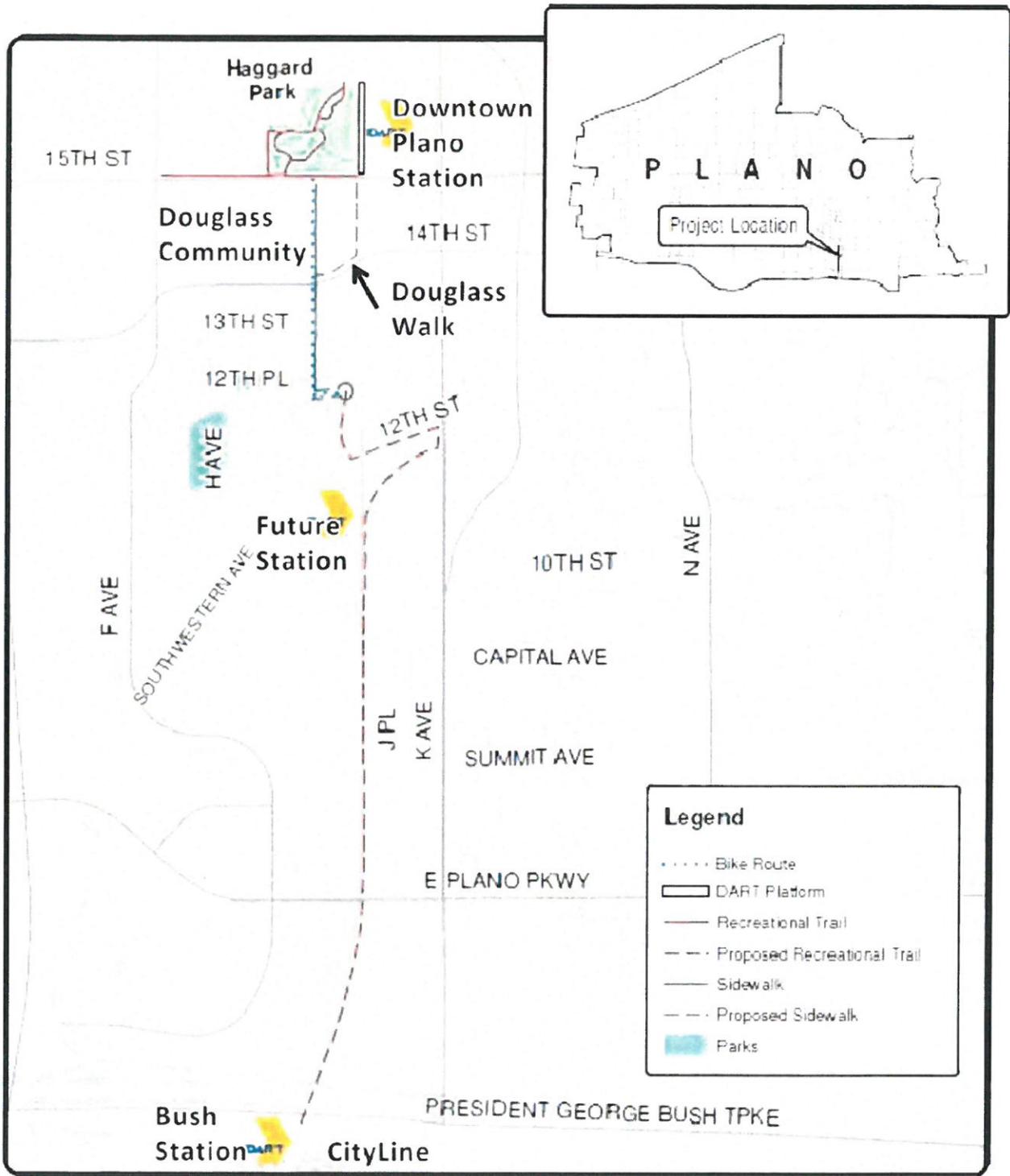


Figure 2



Location Map

Transit Village Veloweb/ Douglass Walk



Legend

- Bike Route
- ▭ DART Platform
- Recreational Trail
- - - Proposed Recreational Trail
- Sidewalk
- - - Proposed Sidewalk
- Parks



Figure 3

Proposed CIH Relocation

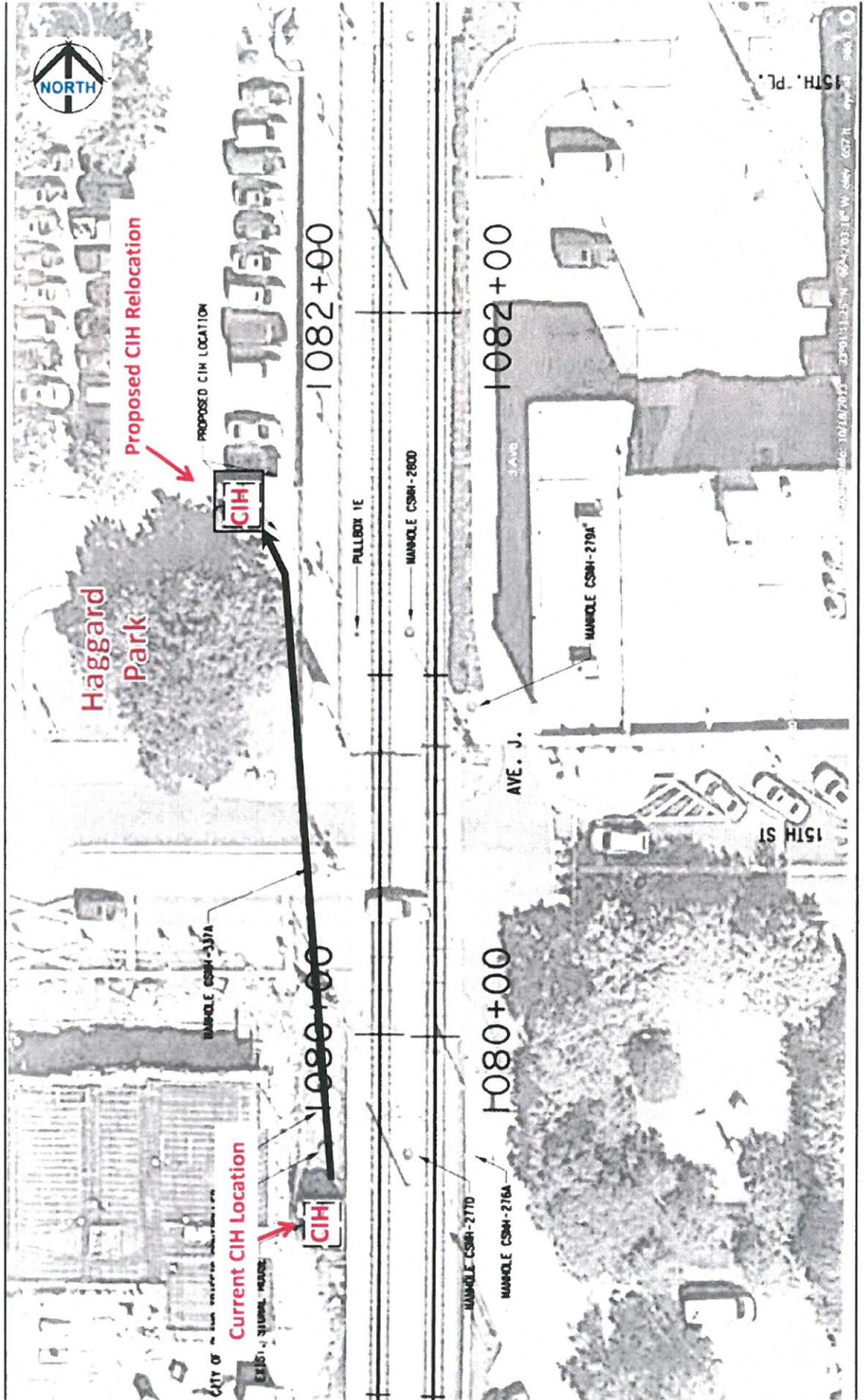


Figure 4

Proposed CIH Park Use

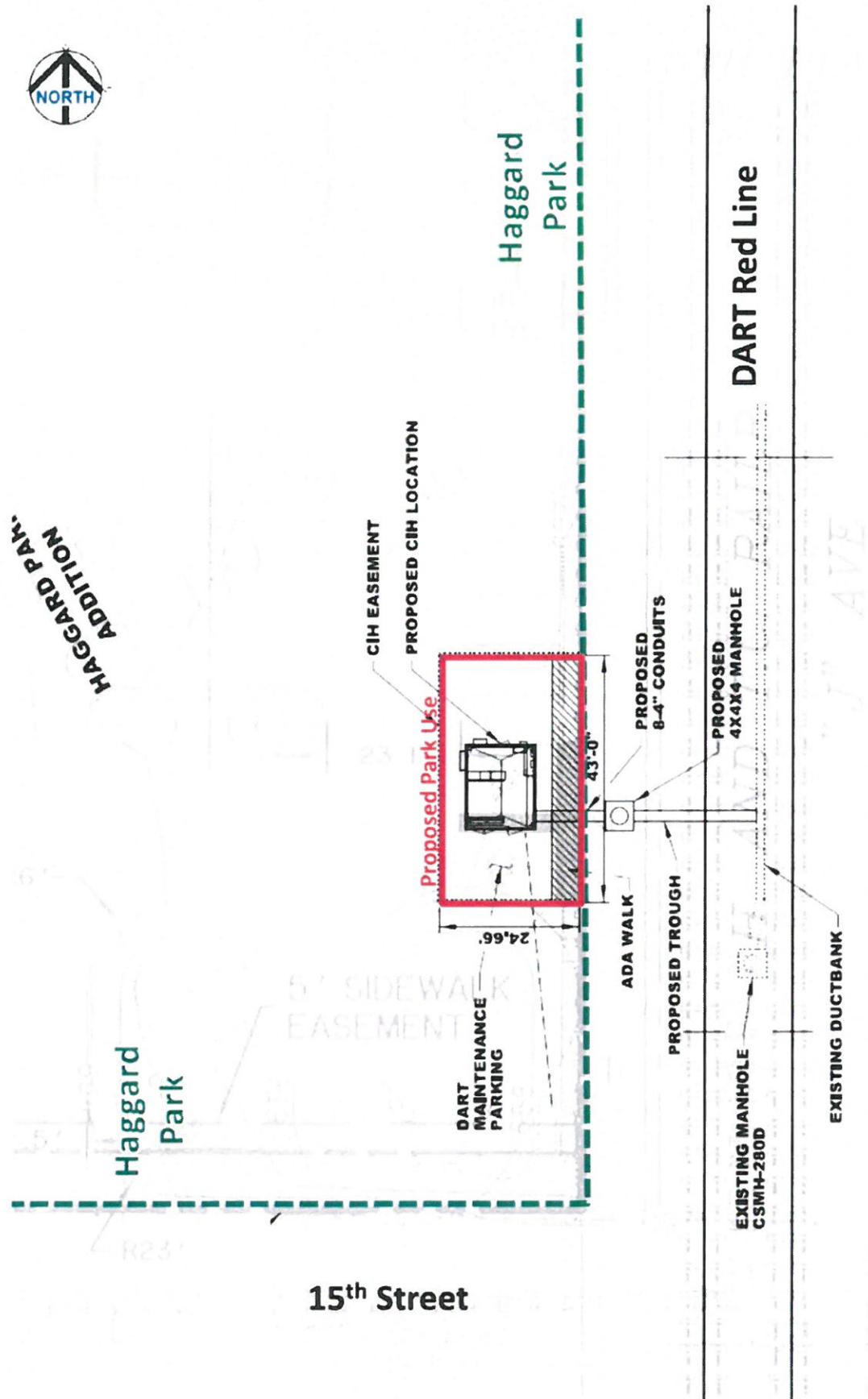
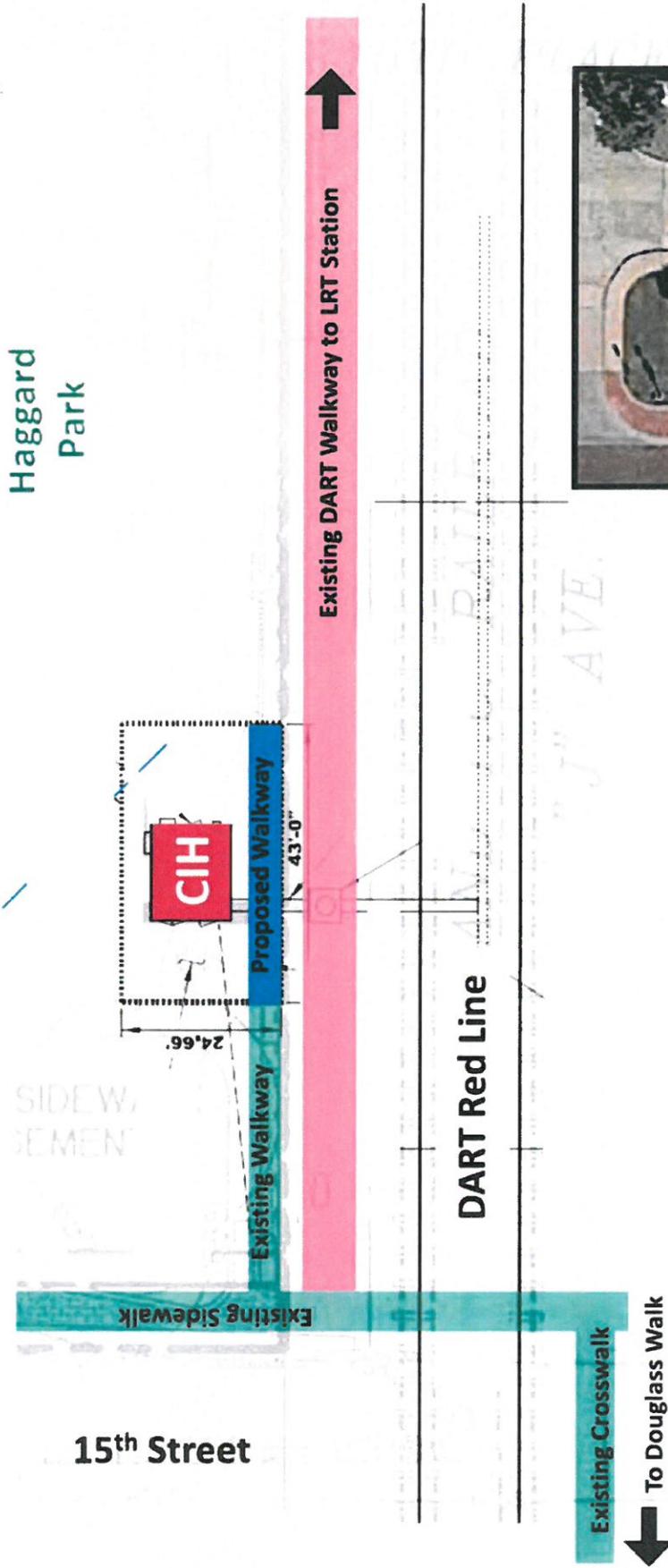


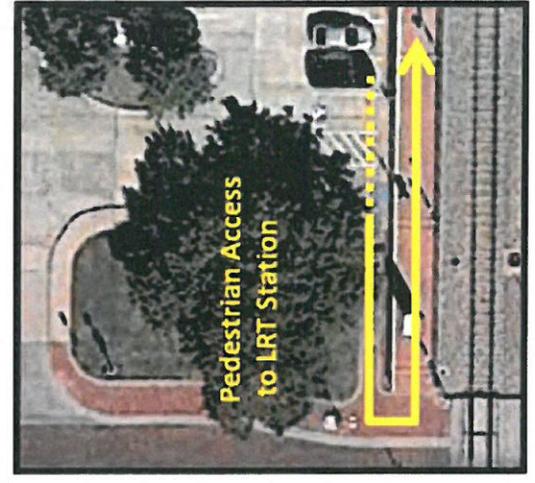
Figure 5



Existing and Proposed Walkways



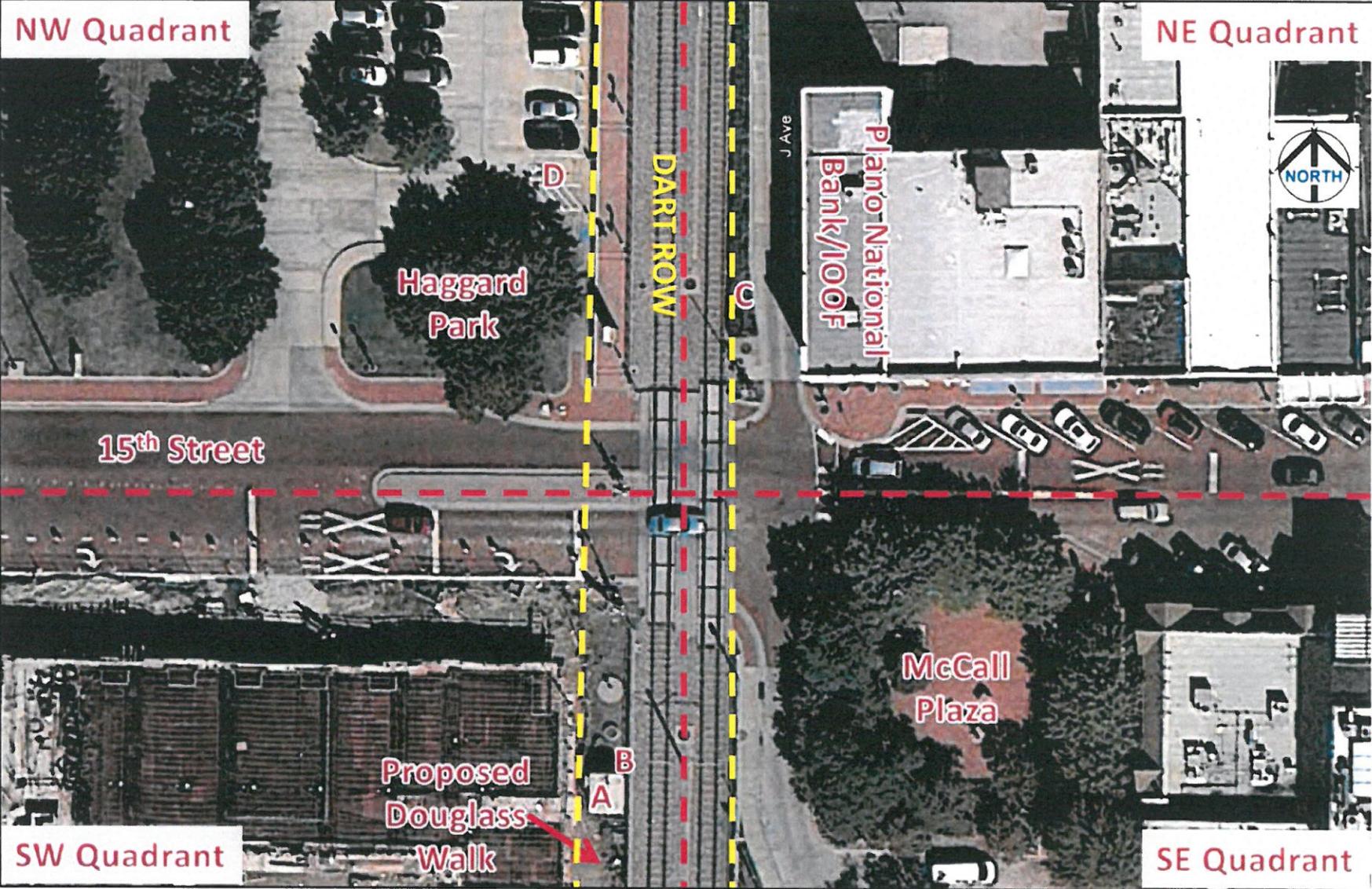
Haggard
Park



NOTE: All existing and proposed walkways, sidewalks, and crossings are Americans With Disabilities Act (ADA) accessible

Figure 6

CIH Alternatives Considered



A Resolution of the City of Plano, Texas, approving the use or taking of a portion of City of Plano public Park Land, known as Haggard Park pursuant to Chapter 26 of the Texas Parks and Wildlife Code and Section 4(f) of the Department of Transportation Act (49 U.S.C. §303) to approve using a portion of dedicated Park Land as a permanent easement for purposes of relocating Dallas Area Rapid Transit (DART) owned 15th Street Signal Equipment to a Central Instrumentation House (CIH); authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

WHEREAS, the City has requested that Dallas Area Rapid Transit relocate an existing CIH to another location as depicted on the drawing attached hereto as Exhibit "A" (called "Easement") which requires the use or taking of a portion of City of Plano public Park Land known as Haggard Park (called the "Park Land"); and

WHEREAS, Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for the use or taking of public Park Land, at which the governing body must determine whether any feasible and prudent alternative to the use or taking of public Park Land exists, and whether the proposed use or taking includes all reasonable planning to minimize the harm to the Park Land; and

WHEREAS, Section 4(f) of the Department of Transportation Act (now 49 U.S.C. §303) provides that officials with jurisdiction over the property must provide written concurrence that the project will have a de minimus impact on the property and will not adversely affect the activities, features, and attributes of the Park Land and the public must be afforded an opportunity to review and comment on the effects of the project; and

WHEREAS, Notice of the Public Hearing was duly served and published in conformity with Chapter 26 of the Texas Parks and Wildlife Code for the Project; and

WHEREAS, the City Council held a public hearing on September 8, 2014, regarding the Project during which all interested persons had the opportunity to testify and present relevant evidence before the City Council.

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

Section I. After hearing and review of all the testimony, evidence, and other relevant information at the Public Hearing, the City Council hereby finds and determines that:

- 1) There is no feasible and prudent alternative to the use or taking of the portion of public Park Land at Haggard Park as proposed by the Project;
- 2) The Project includes all reasonable planning to minimize the harm to the Park Land resulting from the use or taking; and

- 3) The Project will not adversely affect the activities, features, and attributes of the Park Land.

Section II. The City Council further finds that the Project is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas. Accordingly, the City Council approves the use or taking of a portion of Haggard Park through a permanent easement, as depicted in Exhibit "A".

Section III. The City Manager, or his designee, is hereby authorized to execute all necessary documents in connection with the change in use and the permanent easement on behalf of the City of Plano.

Section IV. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the 8th day of September, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

1,060 Sq.Ft. D.A.R.T. CIH Easement
Part of Lot 1, Block 1, Haggard Park Addition
Joseph Klepper Survey, Abstract No. 213
City of Plano, Collin County, Texas

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being part of Lot 1, Block 1, Haggard Park Addition, an addition to the City of Plano as recorded in Volume Q, Page 626 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a "X" cut for corner in concrete in the west right-of-way line of an existing D.A.R.T. Railway Right-of-Way Line, said corner being in the east line of said Haggard Park Addition, the west line of Lot 1, Block 1, 15th Street Station Addition, an addition to the City of Plano as recorded in Volume O, Page 297 of the Collin County Map Records, and marking the northeast corner of the herein described premises, from said corner an "X" found cut in concrete marking the northeast corner of said Haggard Park Addition bears North 00°22'17" West, 473.02 feet and a Weir Capped iron rod found marking the most westerly northwest corner of Haggard Park Addition bears North 67°01'13" West, 592.73 feet;

THENCE with the east line of said Haggard Park Addition, said premises, and the west line of said 15th Street Station Addition, South 00°22'17" East, 43.00 feet to an "X" cut in concrete marking the southeast corner of said premises;

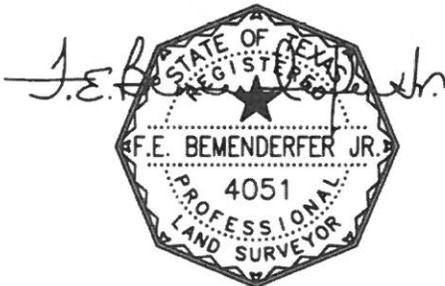
THENCE with the south line of said premises, South 89°37'43" West, 24.66 feet to an "X" cut in concrete marking the southwest corner of said premises;

THENCE with the west line of said premises, being parallel to and 24.66 feet west of the west right-of-way line of said D.A.R.T. Railway, North 00°22'17" West, 43.00 feet to an "X" cut in concrete marking the northwest corner of said premises;

THENCE with the north line of said premises. North 89°37'43" East, 24.66 feet to the point of beginning and containing 1,060 square feet of land.

1,060 Sq.Ft D.A.R.T. CIH Easement

Part of Lot 1, Block 1, Haggard Park Addition
Joseph Klepper Survey, Abstract No. 213
City of Plano, Collin County, Texas
April 18, 2014



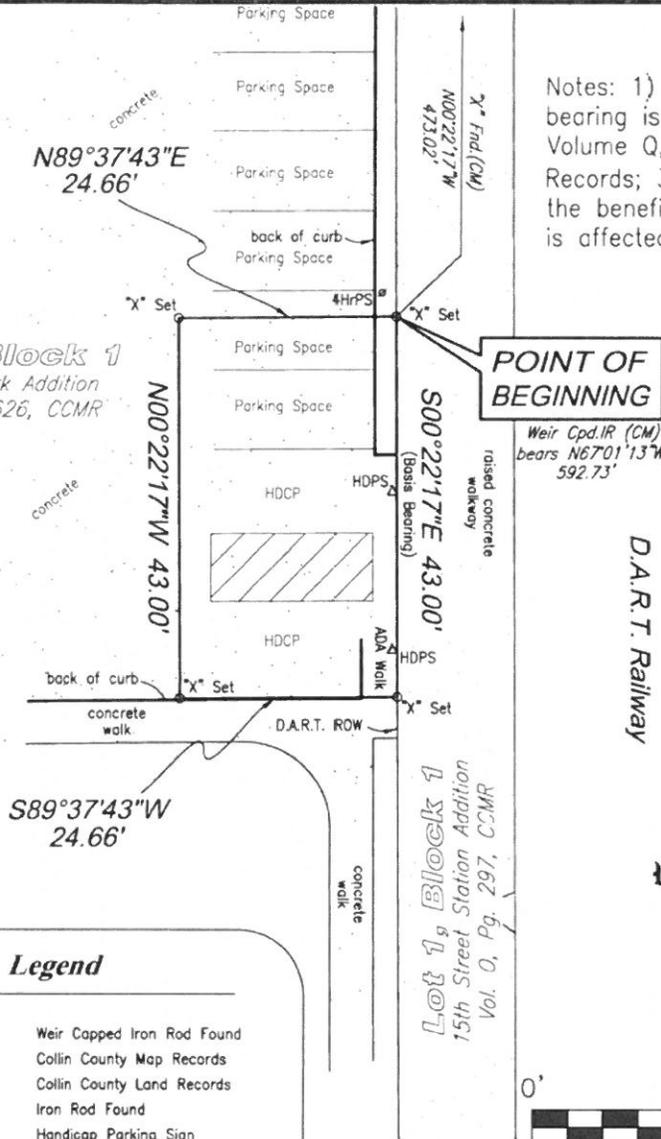
Page 2 of 2
P:\AC\2012Q2\AC99387.dwg

Roome Land Surveying, Inc. 

2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomsurveying.com

Notes: 1) CM is a controlling monument; 2) Basis bearing is Haggard Park Addition as recorded in Volume Q, Page 626 of the Collin County Map Records; 3) Survey has been performed without the benefit of a title commitment. Subject property is affected by any or all easements of record.

Lot 1, Block 1
Haggard Park Addition
Vol. Q, Pg. 626, CCMR



POINT OF BEGINNING

Weir Cpd. IR (CM)
bears N67°01'13"W
592.73'

D.A.R.T. Railway



Scale: 1"=20'

Legend

Weir Cpd. IRF	Weir Capped Iron Rod Found
C.C.M.R.	Collin County Map Records
C.C.L.R.	Collin County Land Records
IRF	Iron Rod Found
HCDCPS Δ	Handicap Parking Sign
HCDCP	Handicap Parking
4HrPS ■	4 Hour Parking Sign
ADA	American Disabilities Act

1,060 Sq.Ft. CIH Easement

Part of Lot 1, Block 1, Haggard Park Addition
Joseph Klepper Survey, Abstract No. 213
City of Plano, Collin County, Texas
April 18, 2014

Page 1 of 2
P:\AC\2012Q2\AC99387.dwg



Roome Land Surveying, Inc.

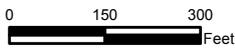
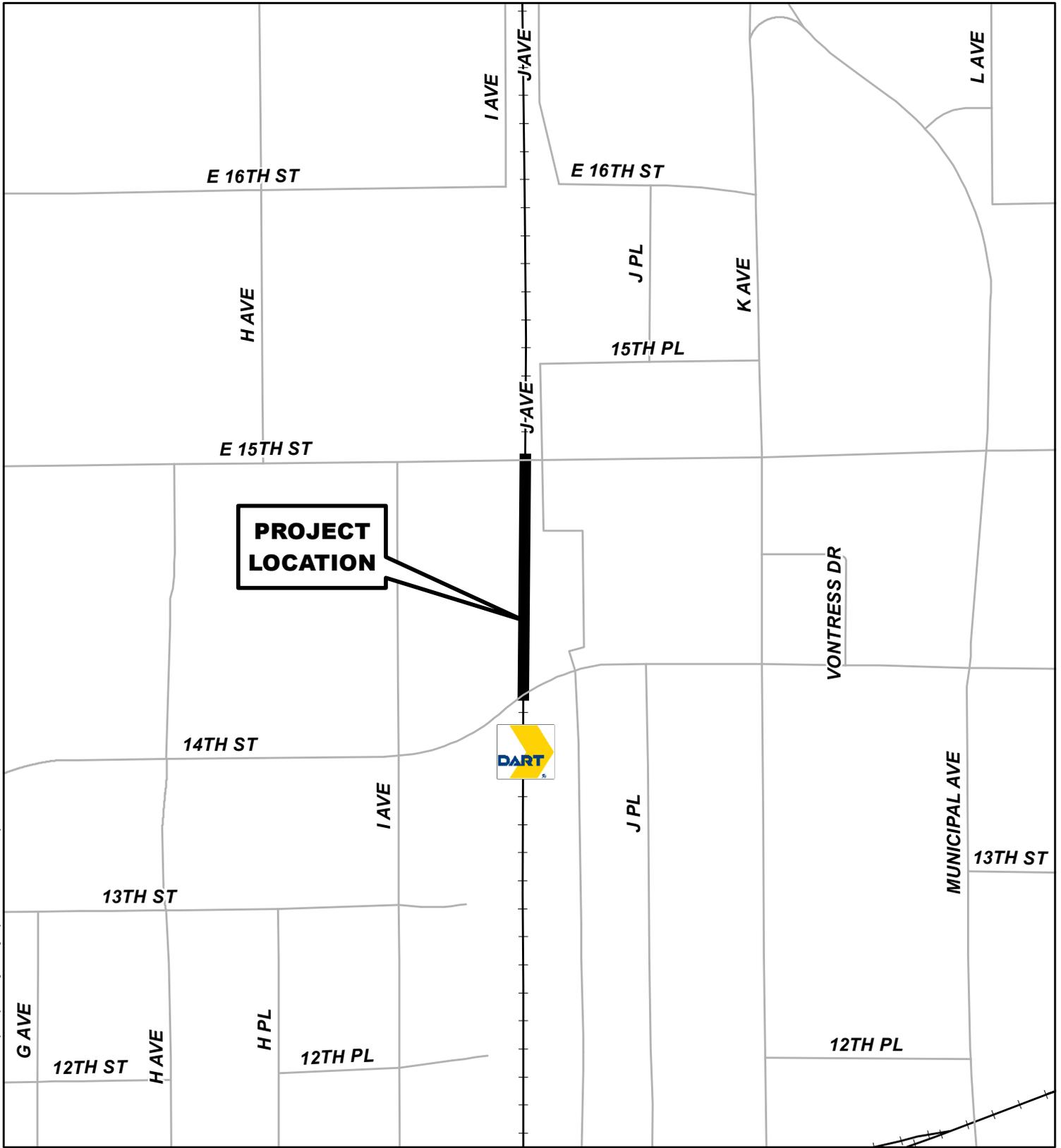
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com



**CITY OF PLANO
COUNCIL AGENDA ITEM**

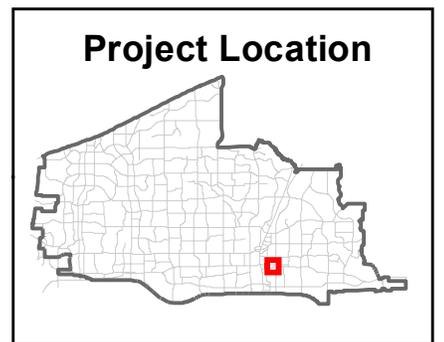
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/08/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonke (7198)				
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC. in the amount of \$65,679.00 for the 14 th /15 th Street DART Signal Cabinet Relocation project and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	745,0000	745,0000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-65,679	-65,679
BALANCE	0	0	679,321	679,321
FUND(s): DART LOCAL ASSISTANCE PROGRAM				
COMMENTS: DART Local Assistance Funds will be allocated in the 2014-15 CIP for this project. This item, in the amount of \$65,679, will leave a project balance of \$679,321 available to relocate the control cabinet to Haggard Park from its current location.				
SUMMARY OF ITEM				
This agreement is for engineering services to prepare engineering design plans and specifications for relocating the existing DART train control cabinet approximately 200 feet north from its existing location to the southeast corner of Haggard Park.				
SERVICES				
<u>TASK</u>				<u>ESTIMATED BUDGET</u>
CONSTRUCTION DOCUMENTS.....				\$37,460.00
DRAWING DEVELOPMENT.....				\$20,088.00
CONSTRUCTION PHASE SERVICES.....				\$1,320.00
PROJECT EXPENSES.....				\$5,650.00
SPECIFICATION DEVELOPMENT.....				\$1,161.00
TOTAL FEE				\$65,679.00
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		
Engineering Services Agreement				

sharif 6/24/2014 C:\Analysis\Projects\Engineering\Lloyd\06-24-14_DART\ProjectLocation.mxd



DART Signal Cabinet Relocation

June 2014
Source: City of Plano GIS Division



DART 14TH /15TH STREET TRAIN CONTROL CABINET RELOCATION PROJECT

PROJECT NO. 84199

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **Arredondo, Zepeda, & Brunz, LLC**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **DART 14TH /15TH STREET TRAIN CONTROL CABINET RELOCATION PROJECT** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
Attn: Lloyd E Neal P.E. / PTOE
P.O. Box 860358
Plano, TX 75086-0358

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

11355 McCree Road
Dallas, Texas 75238

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

**ARREDONDO, ZEPEDA & BRUNZ,
LLC.**

A Texas Corporation

DATE: 8-27-14

BY: 
ALFONSO GARZA, PE, RPLS
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
City Manager

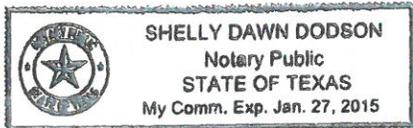
APPROVED AS TO FORM:

Paige Mims
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of August, 2014, by Alfonso P. Garza on behalf of Arredondo, Zepeda & Brunz, LLC, a TEXAS Limited Liability Company.



Shelly Dodson
Notary Public, State of Texas
Shelly Dodson

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

Exhibit A

Scope of Engineering Services DART 15th St. CIH Relocation City of Plano, TX Engineering Dept.

AZ&B proposes to prepare construction documents for the City of Plano Engineering Department 15th street existing DART Control Instrumentation House (CIH) relocation. We understand that the purpose of the project is to relocate the existing CIH approximately 250' north of the present location within the Haggard Park parking lot.

To expedite the design and construction process, DART has already produced the easement, analyzed alternatives and determined the technically preferred alternative. DART WILL PERFORM THE FOLLOWING SERVICES: contingencies/emergency planning, system redundancy, system disconnection, system cutover, system testing, inspection, verification, commissioning, construction hazards evaluation and construction phase services.

AZ&B proposed various tasks to be included for planning, design, hazards contingency planning, construction services and commissioning with many tasks specifically deleted at DART's direction. AZ&B will perform the tasks not crossed out:

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1 — Project Management

- ◆ ~~Coordination with City of Plano Planning Dept.~~
- ◆ ~~Coordination with City of Plano Engineering Dept.~~
- ◆ ~~Coordination with City of Plano Public Works Dept.~~
- ◆ ~~Coordination with DART Engineering~~
- ◆ ~~Coordination with DART Systems O&M~~
- ◆ ~~Coordination with DART ROW Dept.~~
- ◆ ~~Interdisciplinary Coordination~~

Task 2 — Topographic and Right-of-Way Survey; Refer to Exhibit 1-A

Task 3 — Preliminary Investigation & Schematic Design:

- ◆ ~~Perform three (3) site visits~~
- ◆ ~~Coordinate with DART to obtain approval for and have required personnel present during site visits~~
- ◆ ~~Obtain existing City and DART record drawings and DART electronic files~~
- ◆ ~~Gather & review DART standard drawings and specs to be used in the project~~
- ◆ ~~Develop two conceptual layouts for comparison~~
- ◆ ~~Determine technically preferred alternative~~
- ◆ ~~Prepare Schematic Site Plan for technically preferred alternative~~
- ◆ ~~Develop OPCC for technically preferred alternative~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Conduct design review workshop with the City of Plano and DART to discuss technically preferred alternative and obtain concurrence~~

Task 4 – Construction Documents:

- Prepare cover sheet
- Prepare general notes sheet using DART Standards
- Prepare standard symbols and abbreviations sheet using DART Standards
- Prepare quantity summary sheets
- Prepare CIH site plan with plan elevations for trough/conduit, based on as-built elevations. Topographic survey is not included.
- AZ&B will develop ADA parking spaces relocation sheet based on Cities existing parking lot striping plan. City will provide existing parking lot as-built striping plan to be used as a base for the proposed design.
- SW3P summary sheet
- General TCP detour sheet (construction phasing plan layouts are not included)
- ~~Prepare CIH relocation detail sheets(s)~~
- ~~Prepare Street Traffic Detector, Controller, & Warning Light Detail Sheet(s)~~
- Prepare limited parking re-striping plan of 3 adjacent spaces to relocate ADA spaces. Assuming existing 4' wide ADA access way will be utilized.
- ~~Prepare SWPPP plan and detail sheets~~
- Prepare 90% OPCC
- Utilize DART standard specifications
- Prepare bid schedule per DART schedule
- City of Plano will provide updated front end documents (general conditions)
- ~~Develop project sequencing summary~~
- ~~Develop specifications concerning reuse of Signal Equipment/Cabling & New Cabling~~
- ~~Develop demolition specifications~~
- ~~Contingency planning~~
- ~~Write descriptions for CIH relocation and other non-standard bid items~~
- Include standard DART and City special provisions
- Submit 90% plans
- Attend two (2) design review meetings
- Respond to DART/City of Plano Comments on 90% submittal
- Revise 90% Plans
- Update OPCC
- Submit 100% plans
- Submit Final Signed and Sealed Plans
- Submit final electronic files (Microstation and pdf format)

Task 5 – Utility Coordination:

- ~~Attend three (3) utility coordination meetings at Plano Municipal Center~~
- ~~Prepare preliminary existing utility basemap using field survey and utility company redlines, provide to utility owners for review, and request as-builts~~
- ~~Update existing utility basemap to reflect utility owner comments~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Incorporate final existing utility basemap into design plans~~

Task 6 – Systems:

- ~~Prepare Systems Elements plan/profile sheet for Construction Documents~~
- Prepare CIH Wiring/Riser Diagram based on DART provided and verified Table summarizing Cable Replacement or Re-Use for Construction Documents

Task 7 – Structures:

- Bollards for Construction Documents
- Prepare CIH foundation plan for Construction Documents (if DART standards cannot be invoked based on geotechnical report findings)
- ~~Prepare Demolition Plan for Construction Documents~~
- Ballast wall penetration analysis for Construction Documents

Task 8 – Geotechnical:

- One bore and geotechnical report.

Task 9 – QA/QC:

- ~~QA/QC existing utility basemap~~
- ~~QA/QC Conceptual Layouts~~
- ~~QA/QC Technically Preferred Alternative Site Plan~~
- ~~QA/QC 90% Plan Submittal~~
- ~~QA/QC 100% Plan Submittal~~

Task 10 - Construction Phase Services:

- Coordinate with DART contractor RFI's. DART will provide responses.
- ~~Provide input during development of bid schedule~~
- ~~Attend pre bid meeting~~
- ~~Prepare addendums~~
- ~~Assist with RFIs~~
- ~~Attend bid opening~~
- ~~Assist with bid tabulations/bid proposal analysis~~
- ~~Attend pre construction meeting~~
- ~~Review Contractor submittals, shop drawing, product data sheets, test reports~~
- ~~Change management~~
- ~~Periodic construction observation (2 hr. observations twice per week for 80 days)~~
- ~~Construction monitoring (10 days)~~
- ~~Attend bi-weekly construction progress meetings~~
- ~~Review Contractor pay requests~~
- ~~Relocation/commissioning systems technical support~~
- ~~Post relocation functional test support/witness~~
- ~~Produce record drawings based on clear Contractor redlines~~
- ~~Punch list verification~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

Deliverables:

- ~~Existing Utility Basemap to be incorporated into design plans~~
- ~~Conceptual layout of two (2) alternatives for consideration~~
- ~~Schematic Site Plan for Technically Preferred Alternative~~
- ~~OPCC for Technically Preferred Alternative~~
- 90% Review Submittal, including plans and OPCC (8 – 11 x 17 paper copies of plans and 8 sets of specifications)
- 100% (Final) PS&E Submittal, including plans and OPCC (8 – 11 x 17 paper copies of plans and 8 sets of specifications)
- Final signed and sealed plans
- Final electronic files (Microstation v8)
- ~~Final easement document for one (1) easement~~
- ~~Record drawings based on clear Contractor redlines~~

ITEMS TO BE PROVIDED BY THE CITY OF PLANO

- ~~Meeting facilities for utility coordination meetings and design review workshop/meetings)~~
- Roadway, drainage, and utility as-builts in the vicinity of the 15th St. crossing and Haggard Park parking lot will be made available by the City and picked up by AZ&B
- Traffic controller lights/wiring plans, as-builts, data needed
- Flasher controller plans, as-builts, data needed
- Existing Utilities information
- Existing parking lot as-builts, plans with dimensions to be utilized in AZ&B design.

CITY OF PLANO RESPONSIBILITIES

- ~~Meeting facilities for utility coordination meetings and design review workshop/meetings)~~
- Design services: traffic signal preemption
- Coordinate CIH relocation requirements and manage/supervise relocation with property Developer
- Contract front end documents (general conditions) to be utilized. Merging of DART and City front end documents/general conditions will not be required.

ITEMS TO BE PROVIDED BY DART

- Signed and sealed easement, already produced. Hard and electronic copies.
- Verification of available cable/troughs
- Verified table summarizing Cable Replacement Re-Use or New Cable (REFER TO FIGURE 2 AT THE END OF THE SCOPE)
- Design layout of troughs, junction box and CIH relocation area (REFER TO FIGURE 1). DART has verified which cables will be replaced and reused, associated cable turning



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

radius is available with new troughs connecting to existing trough, placement of troughs below tracks is acceptable and trough capacity is available for new and existing cables.

- Electronic files for NC-5 line segment as required to show project area
- DART flagmen and Signals technicians as required throughout extended cutover, commissioning, and testing timeframes
- As-built drawings for project area
- Applicable standard drawings for inclusion in construction documents
- Existing Utilities information

DART RESPONSIBILITIES

- Alternative analyses, technically preferred alternative (REFER TO FIGURE 1)
- Pre and Post construction contingency planning, change management
- Survey file
- Cable Sequencing Summary and Construction Phasing
- Furnish materials to Contractor (cabling, cable trough, etc.) in order to reduce lead times and overall duration
- Coordinate CIH relocation requirements and manage/supervise relocation with property Developer
- Bus bridge service(s) between Bush Turnpike, Downtown Plano LRT, and Parker Road stations during extended cutover, commissioning, and testing
- Civil, systems, power verification, Inspection, testing, commissioning
- Systems cutover phasing plan
- Construction phase services

ASSUMPTIONS

- It is assumed that the existing CIH building and hardware will be relocated by others under DART's direction and supervision from the existing site to the new foundation pad, and that no new hardware or software will be needed.
- DART has directed that their design, standard specifications and contract forms will be used for the bid documents. DART and Plano will provide AZ&B a combined and synchronized general conditions to be used as the front end documents.
- DART CADD standards will be used for all plan sheets.
- Employees of AZ&B and/or our sub-consultants will have access and escort to the 14th St. and 15th St. CIHs for equipment verification.
- City of Plano standards can be used for civil related items
- Assumes that neither AZ&B nor Stantec would be responsible for any Contractor or Developer damage of City of Plano or DART existing facilities, infrastructure, cabling, or equipment
- Assumes that neither AZ&B nor Stantec would be responsible for any impact to DART LRT or City of Plano Traffic Operations due to Contractor or Developer work



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Direct costs included in the fee breakdowns include no more than two (2) one-week trips for a single Signal Engineer to travel to Dallas to support installation, inspection, and testing estimated as shown on Attachment 1-C.~~

SERVICES NOT INCLUDED IN SCOPE

These services may be added later for an additional fee.

- Deleted scope tasks in this document
- Topographic Survey, easements
- Subsurface Utility Engineering (SUE) is not included in this scope
- Construction phasing layouts, additional traffic control plan sheets. One traffic control plan detour sheet is included in the scope of work.
- Tree Surveys
- Landscape architectural design services
- Construction staking
- Environmental Investigation or assessment
- Detailed utility design other than DART electrical and systems conduits identified
- Drainage design or hydraulic modeling
- Site grading/parking lot regrading. Parking lot ADA paving sidewalk layout with new ramps and striping for entire parking lot.
- Upgrades to DART Signal design or any modifications to existing DART Signal hardware or software
- Updating of current City of Plano or DART record drawings to reflect improvements constructed as part of this project.
- Preparation of temporary and/or construction easements
- Real estate services or right-of-way negotiations
- Attendance at Public or City Council Meetings are not included in this scope
- Development of front end document, special provisions
- Revisions and associated change orders due to changes requested by the City of Plano, Contractor, or DART after submittal of final signed and sealed construction documents
- All construction services are excluded; it is assumed that others will be responsible for all construction tasks.
- Systems constructability/phasing plan, contingency/emergency/hazard planning, verification, testing, commission and inspection.

PROJECT SCHEDULE

- Construction Documents: 4 weeks

Final construction documents will be submitted on or before November 7, 2014, assuming NTP is issued by the City in August.

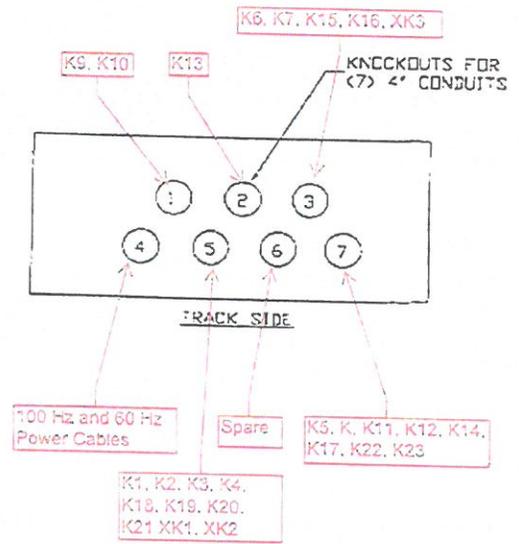


Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

FIGURE 2

15TH STREET (1079+35) AHCW CONDUIT CHART				
CONDUIT NO.	CABLE TYPE			CONDUIT SIZE
	NO.	TYPE	DESTINATION	
1	K9	17C (2C #6.8C #9.7C #14)	GATE G3 new	4"
	K10	17C (2C #5.8C #9.7C #14)	GATE G2 new	
2	K13	17C (2C #6.8C #9.7C #14)	GATE G1 re-use	4"
3	K6	2C #9	P2052 TRAIN STOP re-use	4"
	K7	5C #14	SIGNAL P2052 re-use	
	K15	5C #14	SIGNAL P2051R re-use	
	K16	2C #9	P2051R TRAIN STOP re-use	
	XK3	6C #12	TRAFFIC CONTROLLER new	
4		(2) #3 480V 100HZ POWER	14TH STREET AHCW new	4"
		(2) #3 480V 100HZ POWER	ABS CASE 1089-10 re-use	
		(2) #1 480V 50HZ POWER	ABS CASE 1088-10 re-use	
5	K1	2C #14 TW	TWC LOOP B4 re-use	4"
	K2	2C #14 TW	TWC LOOP B3 re-use	
	K3	2C #14 TW	TWC LOOP B2 re-use	
	K4	2C #14 TW	TWC LOOP B1 re-use	
	K18	2C #14 TW	TWC LOOP A1 re-use	
	K19	2C #14 TW	TWC LOOP A2 re-use	
	K20	2C #14 TW	TWC LOOP A3 re-use	
	K21	2C #14 TW	TWC LOOP A4 re-use	
	XK1	5 TWPR #19	ABS CASE 1089-10 re-use	
	XK2	5 TWPR #19	ABS CASE 1088-10 re-use	
6		SPARE	14TH STREET AHCW new	4"
7	K5	2C #6 TW	2112DI TRANSFORMER re-use	4"
	K8	2C #6 TW	2052T RELAY new	
	K23	2C #6 TW	2XDT TRANSMITTER re-use	
	K11	2C #6 TW	2XDT RECEIVER new	
	K12	2C #6 TW	1XDT RECEIVER new	
	K14	2C #6 TW	2001BT RELAY new	
	K17	2C #6 TW	1XDT TRANSMITTER re-use	
	K22	2C #6 TW	2001CT TRANSFORMER re-use	
	K23	2C #6 TW	NEW ADDED TRACK CIRCUIT NEW ADDED TRACK CIRCUIT	



MADE BY OTHER PARTY OR REPRODUCED, THE CONTRACTOR OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

REV	DATE	DESCRIPTION	BY	CHK	APP

AS-BUILT

HAVING CHECKED THIS SUBMISSION, WE CERTIFY THAT IT CONFORMS WITH THE ORIGINAL REQUIREMENTS OF THE CONTRACT IN ALL RESPECTS.

COMPANY NAME: MAED ELECTRIC CONSTRUCTION CO.

DATE: 07/20/17

PROJECT NAME: FAOCH #2ALPAB

TITLE: PROJECT ENGINEER

DATE: 07/20/17



WCC
1800 EAST ST
30574, WA 98135

UNION SWITCH & SIGNAL, INC.
17700 N. 12TH



DATE	
BY	
CHK	
APP	

CONTRACT SHEET NO. 17 OF 90

LIGHT RAIL TRANSIT SYSTEM
NO-5 CONDUIT CHART
1079+35 10'x12'
AHCW HOUSE
15" S"FEET
AS-BUILT

CONTRACT C-98000042

ENG NO. B-AHCW-15

REV 0

Exhibit B

Design documents shall be completed within four weeks of Notice to Proceed.

Exhibit C

Lump Sum Fee Summary

AZ&B Engineering Fee (Attachment A-1)	\$36,096.00
Stantec Engineering Fee (Attachment A-2)	\$29,583.00
Total Lump Sum Fee	\$65,679.00



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

**City of Plano Engineering Dept.
Rate Proposal Breakdown for Professional Services**

Project Name:	15th St. CIH Relocation
Name of Firm/Subconsultant:	AZ&B
Date Proposal Submitted:	8/26/2014
Principal:	Alfonso P. Garza, PE

Position/Personnel Title	Project Manager	Senior Engineer	Project Engineer	EIT	Engineering Tech	CADD	Admin/ Clerical	Sr. RPLS	RPLS	Survey Crew- 2-man	Survey Crew- 3-man	Project Expenses	
Fully-Loaded Hourly Wage Rates	\$216.00	\$180.00	\$150.00	\$98.00	\$93.00	\$85.00	\$65.00	\$145.00	\$120.00	\$135.00	\$165.00		
Task to be performed/Phase Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Total Hours
Task 1 - Project Management													
Coordination with City of Plano Planning Dept.			0										0
Coordination with City of Plano Engineering Dept.		0	0										0
Coordination with City of Plano Public Works Dept.			0										0
Coordination with DART Engineering	0	0	0										0
Coordination with DART Systems O&M	0	0	0										0
Coordination with DART ROW Dept.			0										0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0		0
Total Fee Proposal: Task 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Task 2 - Topographic and Right-of-Way Survey													
NOT INCLUDED							0						0
Task 3 - Preliminary Investigation & Schematic Design													
Perform site visit	0	0	0										0
Coordinate with DART to obtain approval for and have required personnel present during site visit		0											0
Obtain City of Plano record drawings			0										0
Obtain DART record drawings			0										0
Obtain DART electronic files			0										0
Develop two conceptual layouts for comparison	0	0	0		0								0
Determine technically preferred alternative	0	0	0										0
Prepare Schematic Site Plan for technically preferred alternative	0	0	0		0								0
Develop OPCC for technically preferred alternative	0	0	0										0
Conduct design review workshop with the City of Plano and DART to discuss technically preferred alternative and obtain concurrence	0	0	0		0								0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0		0
Total Fee Proposal: Task 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Task 4 - Construction Documents													
Prepare cover sheet		1	1		3	3							8
Prepare general notes sheet using DART Standards	1	1	4		2	2							10
Prepare standard symbols and abbreviations sheet using DART Standards		1	2		4	4							11
Prepare one quantity summary sheet		1	6		0	4							11
Prepare CIH Site Plan, with plan view only, no profile for trough/conduit	1	2	8		7	7							25
Profile for constructability review (not be submitted)	1	6	8		4	4							23
Prepare limited parking re-striping plan of 3 adjacent spaces to relocate ADA spaces	0	2	8		4	4							18
ADA compliance review		4	8		4	4							20
Prepare TCP detour sheet		2	4		4	4							14
Prepare SWPPP summary sheet		2	0	0	3	3							8
Prepare 90% OPCC	1	2	8		8								19
<i>Specifications and Contract Documents</i>													
Prepare STANDARD SPECS	1	2	8		8	8							27
Prepare bid schedule		2	4		4	4							14
Prepare contract documents based on DART standard specifications and contract forms													0
Write descriptions for CIH relocation and other non-standard bid items	0	0	0										0
Write contract special provisions	0	0	0										0

Submit 90% Plans			2					4							6
Attend 2 Design Review Meetings	0	0	0												0
Respond to DART/City of Plano Comments on 90% submittal	1	3	4												8
Revise 90% Plans	1	1	6		5	5									18
Update OPCC	1	1	4												6
Submit 100% plans	1		2					4							7
Submit Final Signed and Sealed Plans	1	2						4							7
Submit final electronic files (Microstation and pdf format)			2		2										4
Total Hours:	10	37	87	0	62	56	12	0	0	0	0				264
Total Fee Proposal: Task 4	\$2,160.00	\$6,660.00	\$13,050.00	\$0.00	\$5,766.00	\$4,760.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00				\$33,176.00
Task 5 - Utility Coordination															
Attend three (3) utility coordination meetings at Plano Municipal Center	0	0	0												0
<i>Utility owners will provide as-builts and/or redlines</i>															0
Review as-builts and/or redlines provided	0	0	0												0
Reconcile differences between topographic survey and as-built data	0	0	0												0
Prepare existing utility basemap	0	0	0		0										0
<i>Existing utility basemap will be provided to utility owners for review</i>															0
Update existing utility basemap to reflect utility owner comments	0	0	0		0										0
<i>Final utility basemap will be provided to utility owners for concurrence</i>															0
Note: Survey and utility coordination will be done concurrently with preliminary design to expedite the design process															0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 6 - Systems															
See attachment A-2	0	0	0	0	0										0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 7 - Structures															
See Attachment A-2															
Task 8 - Geotechnical															
See Attachment A-2															
Task 9 - QA/QC															
QA/QC existing utility basemap	0	0	0												0
QA/QC Conceptual Layouts	0	0	0												0
QA/QC Technically Preferred Alternative Site Plan	0	0	0												0
QA/QC 90% Plan Submittal	0	0	0												0
QA/QC 100% Plan Submittal	0	0	0												0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 10 - Construction Phase Services															
Attend pre-bid meeting	0	0	0												0
Prepare addendums	0	0	0												0
Coordinate RFIs with DART	0	4	4												8
Attend bid opening	0	0	0												0
Assist with bid tabulations	0	0	0												0
Attend pre-construction meeting	0	0	0												0
Review Contractor submittals	0	0	0	0											0
Periodic construction oversight (2 hr. observations twice per week, 16 site trips total)	0	0	0												0
Attend bi-weekly construction progress meetings, total of 8 meetings	0	0	0												0
Review Contractor pay requests	0	0	0												0
Produce record drawings based on clear Contractor redlines	0	0	0		0										0
Total Hours:	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8
Total Fee Proposal: Task 10	\$0.00	\$720.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00
Project Expenses															
Reproduction and Travel Expenses															\$ 1,600.00
Total Lump Sum Fee:	\$2,160.00	\$7,380.00	\$13,650.00	\$0.00	\$5,766.00	\$4,760.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$36,096.00

Attachment A-2

Stantec		Stantec Consulting Services Inc. Labor & Expenses Proposal		Job No.: 1981XXXXX	Client: AZ&B (City of Plano)	Project: 15th Street CIH Relocation Design	Date: 8/26/2014	Rev: 5		
Item	Description	Comments / Estimate Basis	Qty	Principal-In-Charge (Koramin Chya PE)	Sr. Systems Engineer (Chris Bosse)	Signaling Engineer (Zack Taylor)	Sr. Structural Engineer (Eduardo Ugarte PE)	Project Administrator (Peggy Boole)	CADD (IBD)	Total
1.0	Mobilization and Project Administration									
1.1	Gather & review standard specs/drawings/as-builts for Tech Exhibit		0		1					1
1.2	Site Walk		0		2		2			4
1.3	Client/Third-party (DART) coordination meetings/call		0		1	1				2
1.4	Design Workshop w/ City of Plano & DART		0		4		4			8
1.5	Project Administration		0	2				2		4
	Subtotal hours			2	8	2	6			18
2.0	Specification Development									
2.1	Statement of Work		0							0
2.1.a	Project Sequencing Requirements		0		1	1				2
2.1.b	Reuse of Signal Equipment/Cabling & New Cabling		0		1	1				2
2.1.c	House Relocation Details (including equip protection/removal)		0			4				4
2.1.d	Contingency Planning		0		1	1				2
2.1.e	Street Traffic Detector, Controller, & Warning Light Details		0		2	2				4
2.1.f	Demolition		0				1			1
2.2	QA/QC (90% + 100%)		0		2	2	2	2		8
2.3	Interdisciplinary Coordination and Review (90% + 100%)		0		1	1	1	1		4
2.4	Submittal Preparation & Production (90% + 100%)		0		1			1		2
2.5	Plano/DART Design Review Mtg. & Comment Incorporation for Final		0	1	2	2	2			7
2.6	Provide Input during development of Solicitation Bid Schedule		1		1		1			3
2.7	Provide Input on Special Provisions and other Front End Documents		1		2		2			5
	Subtotal hours			2	13	6	6	5		32
3.0	Drawing Development									
3.1.a	General Notes / Scope of work		1		4	4	4		8	20
3.1.b	Protective Bollard Design		1				6		8	14
3.1.c	CIH Foundation Plan		1				12		8	20
3.1.d	Demolition Plan		0				8		8	16
3.1.e	Balloon Wall Penetration(s)		1				10		8	18
3.1.f	CIH Wiring/Riser Diagram		1			4			8	12
3.2	QA/QC (90% + 100%)		1		2	2	2	2	4	12
3.3	Interdisciplinary Coordination and Review (90% + 100%)		1	1	2	2	2	2	2	11
3.4	Submittal Preparation and Production (90% + 100%)		1		1			1		3
3.5	Plano/DART Design Review Mtg. & Comment Incorporation for Final		1	1	2	2	2		4	11
3.6	Opinion of Probable Cost of Construction for Assigned Scope		1		2	2	2			6
	Subtotal hours			2	13	16	40	5	50	126
4.0	Bid Support									
4.1	Respond to RFIs Related to Assigned Scope		0			2	2			4
4.2	Attend Pre-Bid Meeting		0	1	1			1		3
4.3	Proposal(s) Analysis & Recommendation		0	1		2	2			5
	Subtotal hours			1	2	4	4	1		12
5.0	Construction Phase Services									
5.1	Submittal/Shop Drawing/Product Data Sheet/Test Report review		4			2	2			10
5.2	Respond to RFIs Related to Assigned Scope		4			1	1			6
5.3	Change Management		0		1	1	1			3
5.4	Construction Coordination Meetings		0		1	1	1			3
5.5	Construction Mentoring		0		2	40	40			82
5.6	Relocation / Commissioning Systems Technical Support		0		2	4				6
5.7	Post-Relocation Functional Test Support / Witness		0		2	40				42
5.8	As-built Review		0			2	2		1	5
5.9	Punchlist Verification		0		2	2	2			6
	Subtotal hours			4	6	48	48	1		107
	TOTAL HOURS			8	29	24	88	6	50	156
	LABOR RATE	Rate Table 1		\$259.00	\$165.00	\$135.00	\$222.00	\$107.00	\$117.00	
	LABOR TOTAL			\$2,072.00	\$4,742.50	\$3,240.00	\$19,536.00	\$642.00	\$5,850.00	
	EXPENSES (Travel)									
	EXPENSES (Geotechnical Subconsultant - (1) boring and report)						\$3,800.00			
	EXPENSES (Document Production)								\$250.00	
	TOTAL ESTIMATED COST			\$2,072.00	\$4,742.50	\$3,240.00	\$16,036.00	\$642.00	\$6,100.00	\$29,583.00

KEY ASSUMPTIONS AND EXCLUSIONS:

Assumes DART will make available all applicable as-built and standard drawings and standard specifications for incorporation into the bid documents
 Assumes DART Systems Standard Drawings and Specifications shall be referenced/invoked whenever applicable to describe standard details and materials
 Assumes Stantec will have access and escort to 14th and 15th Street signal houses (if necessary) for equipment verification
 Assumes AZ&B will be responsible for complete design consolidation, packaging, production, reproduction, and submittal to City of Plano and DART
 Assumes AZ&B will be responsible for all underground ductwork, conduit, manhole, handhole, and stub-up design with input on locations and capacities from Stantec
 Assumes that neither AZ&B nor Stantec are responsible for any Contractor or Developer damage of City of Plano or DART existing facilities, infrastructure, cabling, or equipment
 Assumes that neither AZ&B nor Stantec are responsible for any impact to DART LRT or City of Plano Traffic Operations due to Contractor or Developer work

Attachment A-2

		Stantec Consulting Services Inc. Labor & Expenses Proposal								
		Job No.: 1981XXXX Client: A2&B (City of Plano) Project: 15th Street CIH Relocation Design Date: 8/26/2014								Rev: 5
Item	Description	Comments / Estimate Basis	Qty	Principal-in-Charge (Korosh Olyal PE)	Sr. Systems Engineer (Chris Boase)	Signaling Engineer (Zack Taylor)	Sr. Structural Engineer (Eduardo Ugarte PE)	Project Administrator (Feggy Boote)	CADD (TBD)	Total

Assumes two (2) Design packages (90% and 100%) consisting of:

- 8 Sets half-size (11"x17) drawings
- 8 Sets project specific specifications/statement of work
- 1 Set Fullsize, Sealed Mylar Drawings (Final submittal only)
- 1 Electronic Copy (CDROM) of all Developed Construction Documents

Excludes all mobilization, site survey, project management services
 Excludes review and recommendation of Contractor bids
 Excludes all Bid Support services
 Excludes all field support for installation monitoring or testing
 Excludes travel for a single Signal engineer to travel to Dallas, TX to support installation inspection and testing
 Excludes current City of Plano or DART as-built drawing development or updating
 Excludes development of any procurement specifications, boilerplate, or exhibits other than Special Provisions and Bid Schedule, which Stantec will provide input on assigned scope
 Excludes field survey services and overall Site Plan design
 Excludes any Landscape Architectural design services, if landscaping chosen to screen relocated signal house or repair displaced existing landscaping
 Excludes Real Estate services; assumes an easement grant or other agreement between City of Plano and DART will be coordinated by Others
 Excludes any and all construction services; assumes Others will be responsible for all construction tasks
 Excludes revisions and the associated change orders due to Owner-requested changes once Final design is submitted

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

- 17. Garage Liability \$ _____ BI & PD each occurrence
- 18. Garagekeepers' Legal \$ _____ - Comprehensive
- 19. Owners Protective Liability \$ _____ - Collision
- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.



CERTIFICATE OF LIABILITY INSURANCE

5/20/2014

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

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

PRODUCER INSURANCE PRO'S AGENCY, INC. 11816 Inwood Road #10 Dallas, TX 75244 J Michael Donlon, Agent		CONTACT NAME PHONE (A/C No. Ext): (214) 922-8804 FAX (A/C No.): (855) 568-6433 E-MAIL ADDRESS: insurpros@yahoo.com																						
INSURED Arredondo, Zepeda & Brunz, LLC 11355 McCree Road Dallas, Tx 75238 214-341-9900		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>(CNA) Transportation Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>Hartford Accident & Indemnity Co.</td> <td></td> </tr> <tr> <td>INSURER C</td> <td>Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D</td> <td>(CNA) Valley Forge Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	(CNA) Transportation Ins. Co.		INSURER B	Hartford Accident & Indemnity Co.		INSURER C	Continental Casualty Company		INSURER D	(CNA) Valley Forge Ins. Co.		INSURER E			INSURER F		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A	(CNA) Transportation Ins. Co.																							
INSURER B	Hartford Accident & Indemnity Co.																							
INSURER C	Continental Casualty Company																							
INSURER D	(CNA) Valley Forge Ins. Co.																							
INSURER E																								
INSURER F																								

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PMT 5095145202	3/1/14	8/29/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 UEC ZF4274	3/1/14	8/29/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP 5095145233	3/1/14	8/29/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5095145247	3/1/14	8/29/14	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH 11 377 00 58	08/29/13	08/29/14	\$5,000,000. Per Claim \$5,000,000. Aggregate Retro Date: 8/29/1992

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: TxDOT CSJ No.: 1401 Green, Greenville, TX-TW K Reconstruct

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2013 ACORD CORPORATION. All rights reserved.

ACORD25 (2013/04)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Arredondo, Zepeda & Brunz, LLC (AZ&B), and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of AZ&B is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

Arredondo, Zepeda & Brunz, LLC

Name of Consultant

By:

Alfonso P. Garza
Signature

ALFONSO P GARZA
Print Name

PRESIDENT
Title

8-27-14
Date

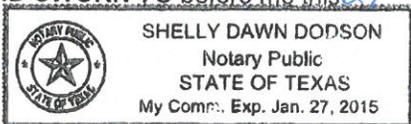
STATE OF TEXAS

§

COUNTY OF DALLAS

§

SUBSCRIBED AND SWORN TO before me this 27th day of August, 2014.



Shelly Dawn Dodson
Notary Public, State of Texas

Shelly Dodson

Engineering Services Agreement
DART 14th - 15th Street Train Control Cabinet Relocation Project
Project No. 84199

Exhibit E

DATE: August 19, 2014
TO: Honorable Mayor & City Council
FROM: Richard Grady, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 18, 2014

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2014-21
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #74 for Private Club on 0.4± acre located on the south side of 14th Street, 165± feet east of U.S. 75. Zoned Corridor Commercial with Specific Use Permit #74 for Private Club.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 8, 2014 (To view the agenda for this meeting, see www.planotx.gov)

PUBLIC HEARING - ORDINANCE

EM/dc

xc: Wayne Snell, Permit Services Manager

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

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 18, 2014

Agenda Item No. 6

Public Hearing: Zoning Case 2014-21

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #74 for Private Club on 0.4± acre located on the south side of 14th Street, 165± feet east of U.S. 75. Zoned Corridor Commercial with Specific Use Permit #74 for Private Club.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #74 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

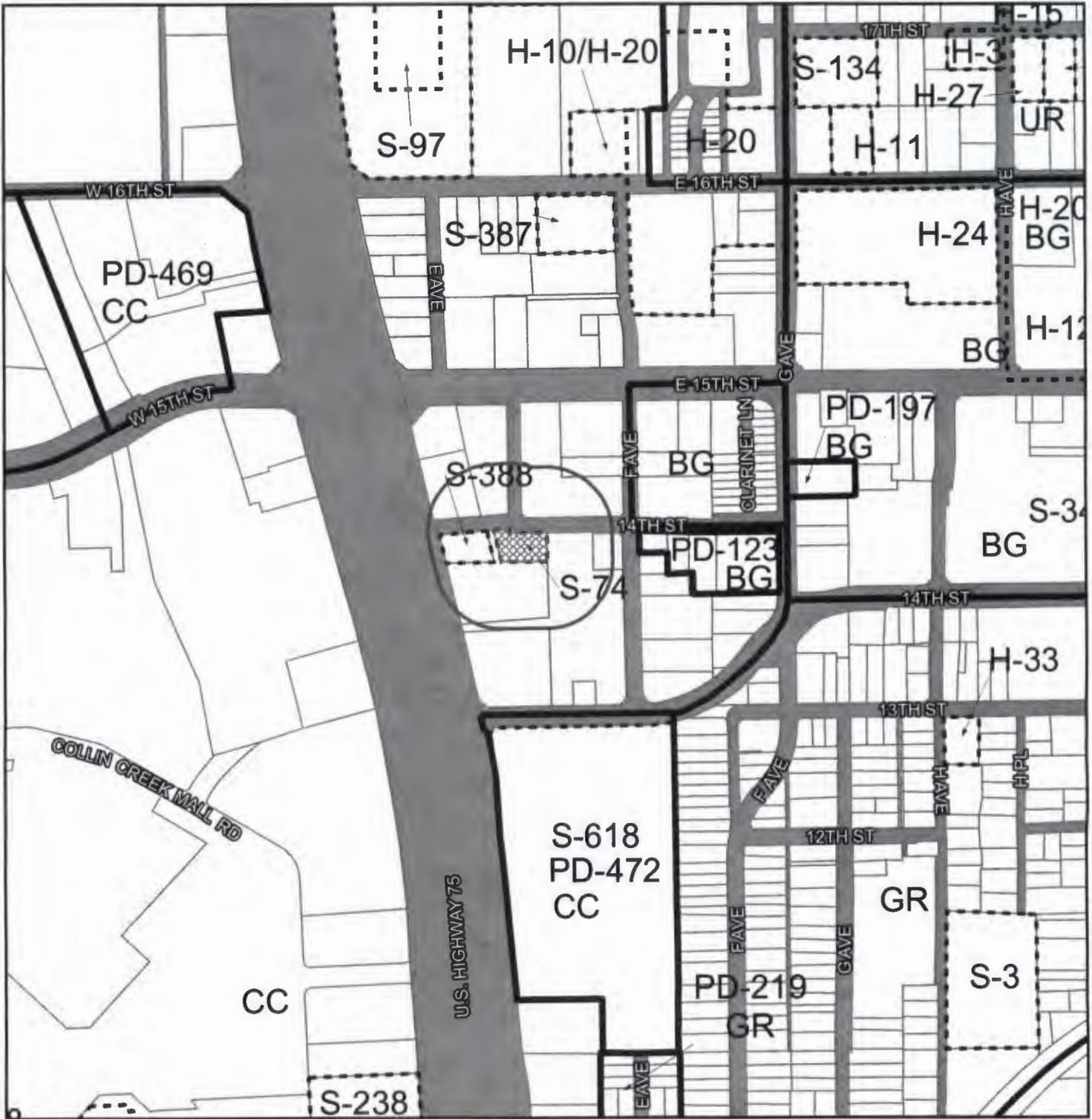
In 2005, voters approved the sale of alcoholic beverages for on-premise consumption through a mixed beverage permit issued by the Texas Alcoholic Beverage Commission (TABC). Prior to this time, the only option was a private club permit from TABC, with an SUP approved by the city. From 2007 to 2008, the City Council rescinded numerous Specific Use Permits for Private Clubs as restaurants switched to mixed-beverage permits. However, there are still numerous SUPs in place for properties where restaurants have ceased operations and since 2008, more restaurants have switched permit types.

Therefore, given recent changes to city ordinances related to private clubs, per City Council's direction, the Planning & Zoning Commission called a public hearing to rescind SUPs for private clubs on properties not presently being used for on-premise alcohol sales and for properties where establishments are now operating with mixed-beverage permits. Paesano's is the current restaurant in this location and they are not operating with their private club permit. Paesano's is in the process of obtaining a mixed-beverage permit; therefore, it no longer needs the SUP for a Private Club issued by the City of Plano. Staff recommends that the Private Club SUP be rescinded.

Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP. This item was tabled from the August 4, 2014 Planning and Zoning Commission meeting.

RECOMMENDATION:

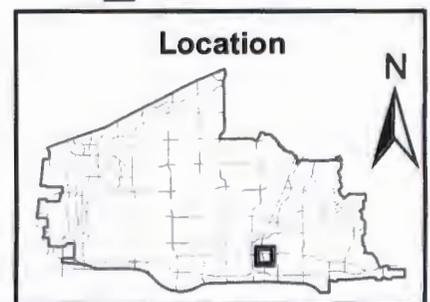
Recommended for approval as submitted.



Zoning Case #: 2014-21

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #74

- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- - - Specific Use Permit
- █ Right-of-Way



Source: City of Plano Planning Department



Area of Request

14TH STREET

E AVENUE

CENTRAL EXPRESSWAY

US 75 HIGHWAY



Source: City of Plano, Planning Dept.
Date: August, 2014

Zoning Case 2014-21

Zoning Case 2014-21

An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 81-5-7 thereby rescinding Specific Use Permit No. 74 for the additional use of Private Club on 0.4± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 165± feet east of U.S. 75 in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 74 for Private Club, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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 8th day of September, 2014, for the purpose of considering rescinding Specific Use Permit No. 74 for the additional use of Private Club on 0.4± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 165± feet east of U.S. Highway 75 in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of September, 2014; and

WHEREAS, the City Council is of the opinion and finds that rescinding Specific Use Permit No. 74 for the additional use of a Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change 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. Ordinance No. 81-5-7 duly passed and approved by the City Council of the City of Plano, Texas, on May 25, 1981, granting Specific Use Permit No. 74 for the additional use of a Private Club on 0.4± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 165± feet east of U.S. Highway 75 in the City of Plano, Collin County, Texas, currently zoned Corridor Commercial with Specific Use Permit No. 74 for Private Club, more fully described on Exhibit "A" attached hereto, is hereby repealed. Consequently, Specific Use Permit No. 74 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

PASSED AND APPROVED THIS THE 8TH DAY OF SEPTEMBER, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ZONING CASE 2014-21

BEING a tract of land situated in Collin County, Texas, out of the Joseph Klepper Survey, Abstract No. 213, and being a part of a 6.24 acre tract described in deed from S. L. Rush to Raymond Ford dated July 3, 1947, and recorded in Volume 381, Page 452 of the Deed Records of Collin County, Texas, and being described more particularly as follows:

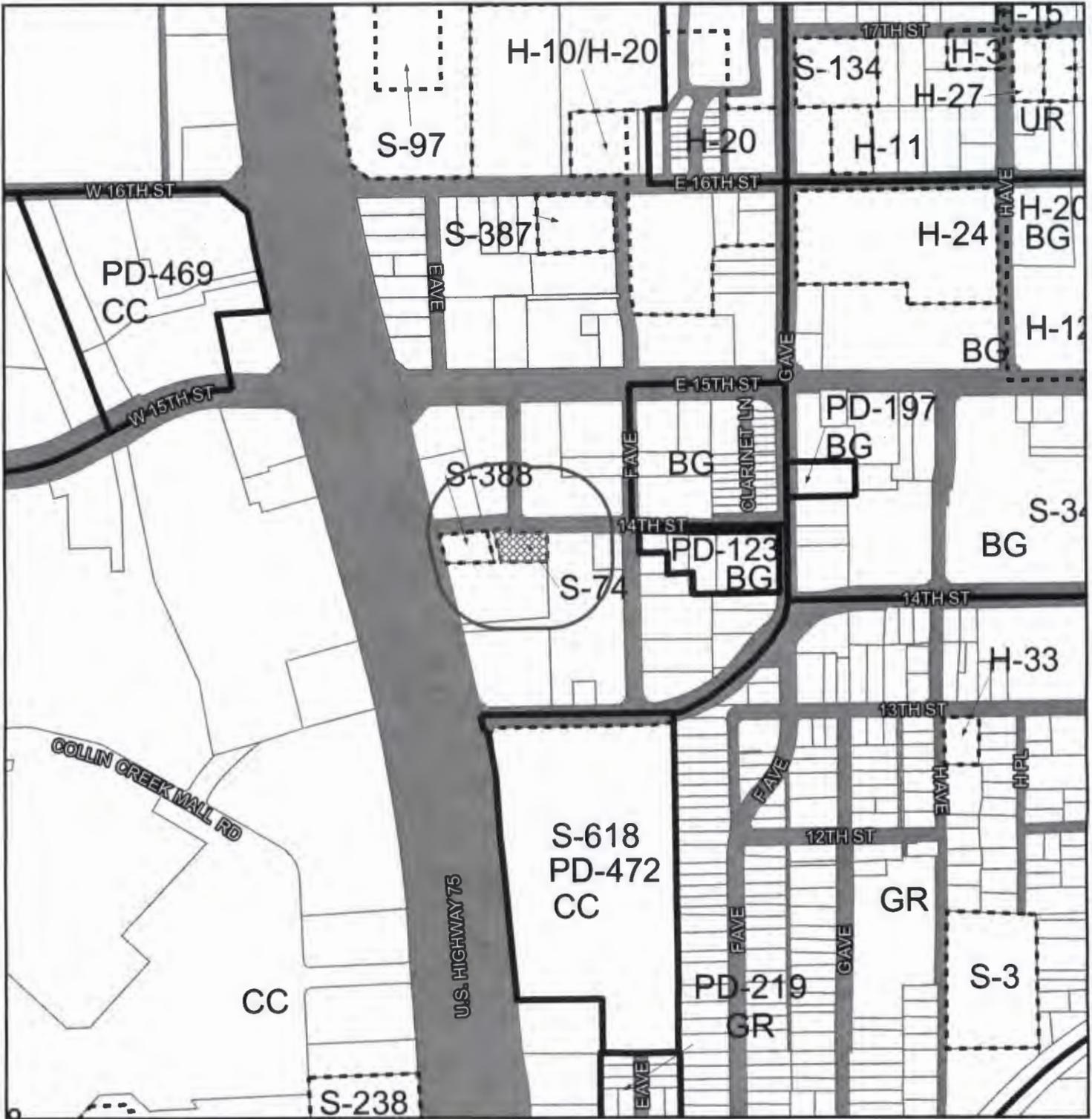
BEGINNING at a point for corner in the east line of said 6.24 acre tract, said corner bears North, $00^{\circ} 36'$ East, 164.74 feet from the southeast corner of said 6.24 acre tract;

THENCE North, $89^{\circ} 27' 26''$ West, 144.47 feet to a point for corner;

THENCE North, $12^{\circ} 19'$ West, 100.00 feet to a point for corner; in the south line of 14th Street;

THENCE in an easterly direction along the south line of 14th Street as follows: North, $86^{\circ} 19'$ East, 56.71 feet, and South, $88^{\circ} 35' 20''$ East, 110.28 feet to a point for corner in the east line of said 6.24 acre tract;

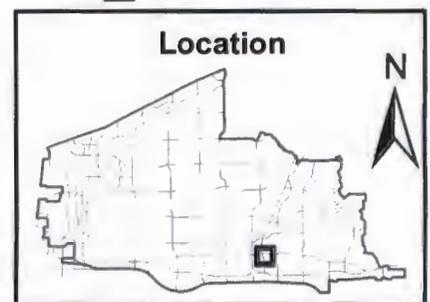
THENCE South, $00^{\circ} 36'$ West, along the east line of said 6.24 acre tract 100.00 feet to the PLACE OF BEGINNING and CONTAINING 15,661.104 square feet or 0.359 acre of land.



Zoning Case #: 2014-21

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #74

- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- - - Specific Use Permit
- Right-of-Way



Source: City of Plano Planning Department