

CITY COUNCIL

1520 AVENUE K



DATE: 9/12/2011

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Plano Chapter of The Sons of the American Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: Certificate of Commendation to the City of Plano recognizing the City's display of the Flag of the United States of America</p> <p>PRESENTATION: StormReady Community Certification to the City of Plano</p> <p>PROCLAMATION: National Recovery Month - Association of Persons Affected by Addiction - "Join the Voices for Recovery: Recovery Benefits Everyone"</p> <p>PROCLAMATION: 32nd Plano Hot Air Balloon Festival</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u> <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> <p><u>Approval of Minutes</u></p> <p>(a) August 13, 2011 August 18, 2011 August 22, 2011 August 31, 2011</p> <p><u>Approval of Expenditures</u></p> <p><u>Purchase from an Existing Contract</u></p> <p>(b) To approve the purchase of sixteen (16) Stalker II handheld radar units and thirty-eight (38) car-mounted radar units from Applied Concepts, Inc. in the amount of \$161,437 to be utilized by the Police Department through an existing contract/agreement with HGAC and authorizing the City Manager to execute all necessary documents. (HGAC Contract EF04-11)</p> <p>(c) To approve a contract for the purchase of a software upgrade to the City's Avaya Software in the amount of \$106,916 from Affiliated Communications, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499)</p> <p><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u></p> <p>(d) To approve of an Engineering Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$109,500 for the design of improvements for Oak Point Park and Nature Preserve, North Trail Extension and authorizing the City Manager to execute all necessary documents.</p> <p><u>Approval of Change Order</u></p> <p>(e) To Jim Bowman Construction Company, LP, increasing the contract by \$56,707 for the 14th Street and George Bush Turnpike Waterlines. Change Order No. 1. Original Bid No. 2010-81-B.</p> <p><u>Approval of Expenditure</u></p> <p>(f) To ratify an expenditure in the amount of \$135,327 for the purchase of cameras, installation hardware and service fees for automated monitoring and download capability (managed services) with DriveCam, Inc.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<u>Adoption of Resolutions</u>	
(g)	To ratify an exchange of land to be accomplished through the Replat of Lots 2R, 4R and 5, Block "A" Trinity Presbyterian Church Addition for the purpose of creating an improved and mutually beneficial boundary alignment between two properties including 0.156 acres of City land in exchange for 0.156 acres of land owned by RBN Hedge Investments, LTD, both exchange properties being located in or immediately adjacent to an existing floodway and drainage easement.	
(h)	To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$265,000 for the provisions of various community services; authorizing its execution by the City Manager; and providing the effective date.	
(i)	To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$191,016 and HOME funds in the amount of \$293,707 for the provisions of various community services and developments; authorizing its execution by the City Manager; and providing the effective date.	
(j)	To authorize the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System in the amount of \$40,224 for a twelve month service term, authorizing its execution by the City Manager; and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(k)	To amend Section 2-12, Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to increase the authority of the City Manager or his designee to approve a change order in an amount not to exceed fifty thousand dollars to conform to a change in state law regarding municipal procurement; and providing a repealer clause, a severability clause, a publication clause, and an effective date.	
(l)	To amend Section 4-124 of Article X, Illegal Smoking Products and Ingestion Devices, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano, Texas to conform to State law and providing a penalty clause, a severability clause, repealer clause, a publication clause and an effective date.	
(m)	To adopt and enact Supplement Number 94 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2011, and terminating September 30, 2012; and providing an effective date. (Public Hearing held on August 8, 2011.)</p>	
(2)	<p>Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2011-12; and providing an effective date. (Public Hearing held on August 8, 2011.)</p>	
(3)	<p>Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2011, and terminating September 30, 2012; and providing an effective date. (Public Hearings held on August 22, 2011 and August 31, 2011.)</p>	
(4)	<p>Consideration of an Ordinance to ratify the property tax revenue increase in the 2011-12 Budget as a result of the City receiving more revenues from property taxes in the 2011-12 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 22, 2011 and August 31, 2011.)</p>	
(5)	<p>Public Hearing with discussion and direction regarding Options for Revised City Council District Boundaries for Districts 1-4. (First Public Hearing held August 22, 2011.)</p>	
(6)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-20 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 612 so as to allow for the additional use of a Winery on 2.8± acres of land located at the southwest corner of Coit Road and Lorimar Drive, in the City of Plano, Collin County, Texas, presently zoned Agricultural with Heritage Resource Designation #16; 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: Wells Family Trust</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(7)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-18 - Request to rezone 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road from Regional Commercial to Single-Family Residence-6. Zoned Regional Commercial/State Highway 121 Overlay District. Applicant: Birkel Custer 121 Partners Ltd.</p>	
(8)	<p>Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Kathryn Park - 69 Single-Family Residence-6 lots and two common area lots on 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road. Zoned Regional Commercial/State Highway 121 Overlay District. Applicant: Birkel Custer 121 Partners Ltd.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. 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:		09/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: Certificate of Commendation to the City of Plano				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**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:		09/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: StormReady Community Certification to the City of Plano				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**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:		09/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: National Recovery Month				
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:		09/12/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: 32 nd Plano Hot Air Balloon Festival				
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
Budget Worksession
August 13, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer convened the Council into the Budget Worksession on Saturday, August 13, 2011 at 8:03 a.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Public Hearing and Council discussion and direction regarding a possible charter election to include, but not limited to, propositions on: revising Council length to terms and term limits; municipal court of record; and general clean-up of provisions that are obsolete or preempted by state or local law

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

City Secretary Zucco advised the Council that pricing received from Collin County is still an estimate and advised that retaining three-year staggered terms would result in the purchase of election equipment the first year with rental charges thereafter. She advised that calculations for centralized costs may be revised to split expenses based on the number of registered voters rather than equally among the number of entities participating in an election. Ms. Zucco responded to the Council, advising that it is unclear whether or not other entities would use equipment purchased by the City; annual rental costs are related to machine replacement and repair; and administrative fees are based on the entire cost of an election. She reviewed the time frame for May elections in even-numbered years, advising that the City's election would take place only two days prior to early voting in the primary runoff.

Ms. Zucco spoke to the City's inability to designate polling locations for a November election and the possibility that contracting entities may work together to revise sites for May elections. She reviewed other options including moving the May election to odd-numbered years with either two-year or four-year staggered terms or November elections and advised that no estimates include a charter election or contracting with Denton County for residents in that area. City Attorney Wetherbee advised that once a ballot item is placed on a Charter Election, it may not be removed. Mayor Dyer requested the item be brought forward again at the August 22, 2011, meeting.

Request for Public Input on Budget & CIP

No one appeared to speak.

Budget Worksession Overview

Highlights of 2009-10/Outlook for 2010-11/Outlook for 2011-12

City Manager Glasscock spoke to the recommended budget of \$408 million being a 2.7% increase over 2010-11 with an estimated \$216.9 million in General Fund expenses and maintaining the current property tax rate of 48.86 cents per \$100 valuation. He spoke to maintaining the funding of economic development, transfers to the Capital Reserve Fund, a two percent across-the-board salary increase, the reduction of seventeen City-wide full-time employees, and cost savings submitted by Staff. Mr. Glasscock spoke to an operating rate of \$31.49 and lowered debt rate of \$17.37, capping sales tax at \$57 million and not passing water district increases on to customers.

Council Items and Issues for Discussion

No items were brought forward.

Operating Budget

Revenues – Ad Valorem Tax Rate/Tax Rate: Effective and Rollback/Sales Tax: Sales Tax Cap/Water & Sewer Rates/Other Revenues

Director of Budget and Research Rhodes-Whitley spoke to assessed property values of \$25 billion with collections on new property of \$182 million and an increase in revenues from existing properties. She spoke to the average home value of \$245,074, exemptions offered by the City of Plano reducing revenues by \$25.5 million and the Over-65 tax freeze resulting in a loss of \$771,000. Ms. Rhodes-Whitley spoke to the City's portion of property taxes being 19.6% and sales tax revenue lost to internet sales. She advised that the City does not plan to pass increases from the North Texas Municipal Water District on to customers at this time and the Council discussed the take-or-pay terms of the contract. Assistant City Manager/Director of Customer Service Utility Billing Israelson spoke to analysis of the North Texas Municipal Water District contract, non-member entities that are not tied to the district's debt, terms of the contract acting as a disincentive to conserve resources, reduced benefits of membership, the requirement for unanimous direction to revise the contract and its lack of a termination date. He advised the Council that growth cities can acquire more inexpensive water through terms of the agreement and to the potential benefits of negotiating a five-year rolling average level.

Mr. Israelson spoke to consideration of the contract by other cities that are nearing maturity and Ms. Rhodes-Whitley advised that water/sewer rates are mid-range as compared to other Texas cities.

Ms. Rhodes-Whitley spoke to the increase in building and development fees in 2010-11 of \$3.7 million and projected decline for 2011-12 of 25%. She spoke to other revenue changes including decreases based on a re-estimation of municipal court fines (-\$1.5 million); decline in recreation membership fees (-\$533,686); lowered interest earnings (-\$389,909); decrease in mixed beverages tax revenue (-\$250,541); and decrease in residential reinspection fees (-\$239,424). She spoke to revenue increases in closing Tax Increment Financing Reinvestment Zone No. 1 (\$1 million); enhanced fire inspection program (\$300,000); and settlement of an electric franchise rate case (\$525,000). Council Member Dunlap requested information regarding the return on investment for property taxes paid to Collin County.

Program Changes

Across the Board 2%

City Manager Glasscock spoke to budget reductions taken in prior years and the direct impact on employees. Deputy City Manager Ross responded to the Council, advising that of the \$10.1 million in impacts, \$5.6 million represents raises of 3-4 percent that were not granted over the last three years. She spoke to departmental savings resulting in funds that could be utilized for a 2% across the board salary increase for 2011-12. Ms. Ross responded to the Council, advising that only Fire and Police Staff are on step programs and spoke to future consideration of the City's compensation plan as it now falls below the current philosophy of 5% above median.

Fire Department Staffing

City Manager Glasscock spoke to the decision to add equipment and open Fire Station #13 in order to have a positive impact on retention of the City's ISO #1 rating. He advised that in the next three to four years the hiring of additional fire fighters will have a tax rate impact of two cents and stated that Staff will continue to monitor this issue.

Three-year Financial Forecast Update

Ms. Rhodes-Whitley spoke to the deficit projected in March 2011 (\$9.3 million) and the revised forecast utilizing the following assumptions: no salary increases for 2012-13 or 13-14; appraised values remain flat for FY 2012-13 and increase 1% in 2013-14; new growth is expected at \$400 million for FY 2012-13 and FY 2013-14; Building and Development revenues decrease 15% for FY 2012-13 and 10% for 2013-14; Capital Improvement Projects coming on-line include additional firefighters; \$1 million a year for library books; and debt sales of \$30 million per year. She advised that the revised forecast for 2011-12 includes 30 days of working capital; a \$13.9 million deficit in 2012-13; and a deficit of \$11.2 million in FY 2013-14. Ms. Rhodes-Whitley advised that if Council revised the cap on sales tax to \$59 million, the deficit for 2012-13 would be \$5.1 million and \$8.9 million in 2013-14. Council Member Harris spoke to consideration of a lower level of bond sales. Ms. Rhodes-Whitley responded to the Council, advising that revenues for the current year were better than anticipated with expenses lower. She spoke to payment of bond debt and City Manager Glasscock advised regarding future discussion of a 2013 bond election.

Non-resident Library Usage Charge

Deputy City Manager Ross spoke to the reduction in state funding/grants for libraries and the loss of “net lender” monies. She advised that monies received from Collin and Denton counties do not fully subsidize the cost for providing full library services to all citizens from the counties and advised that implementing non-citizen fees should increase the availability of materials and resources for Plano citizens. Ms. Ross advised that effective October 1, residents of cities that provide free library cards to Plano citizens will not be charged a fee, but other non-residents will be charged \$50/year. She responded to the Council, advising that outsourcing of the libraries would result in a reduced level of services and Mr. Glasscock spoke to considering limiting the number of items that can be checked out by non-residents. The Council stated a consensus in support of the proposal and requested Staff follow-up with the school district regarding the impact to students.

Summer Arts Program Discussion

Director of Public Information Conklin spoke to the program providing outreach and education in dance, music, drama and the visual arts due to be rebid in 2012 and funding of \$55,290 for 2010-11. The Council spoke to focusing on the needs of the citizens of Plano and continuation of the program. Ms. Conklin advised that Staff would look into possible grant funding for the program and spoke to future consideration of the contract.

The Council took a brief recess at 10:02 a.m and reconvened at 10:12 a.m.

City-wide National/Regional Membership

City Manager Glasscock spoke to participation in various organizations and Council consideration of costs and benefits of membership. The Council concurred to remove membership in the Alliance for Innovation and reconsider it in coming years; retain membership in the ATMOS Gas Cities Steering Committee which participates in consideration of rate cases; and the Dallas Regional Mobility Association which advocates on issues for North Texas. The Council concurred not to fund membership in the Greater Dallas Planning Association, but to remain open for sponsorship opportunities that may benefit the City. The Council concurred to continue funding membership in the Metroplex Mayors Association and to discontinue funding for the National Forum for Black Public Administrators Association. The Council discussed participation on National League of Cities committees, potential benefits of membership, networking in the organization, costs of conference attendance and concurred to maintain membership and revisit benefits on an annual basis. The Council spoke to the regional value of membership in the North Central Texas Council of Governments and concurred to delay funding for the Vision North Texas Program. The Council concurred to retain membership in the North Texas Commission, Plano Chamber of Commerce, Texas Municipal League, Texas Clean Air Cities Coalition of Utility Issues, and Oncor Standing Steering Committee. The Council took no action on the TEX-21 or Texas Clean Air Cities Coalition and City Manager Glasscock spoke to an annual review of memberships.

City-wide Budget Reductions

Budget and Research Director Rhodes-Whitley spoke to increased revenues from sales tax and a future Council discussion regarding revision of the sales tax cap.

Community Investment Program (CIP)

Director of Budget and Research Rhodes-Whitley spoke to planned Capital Improvement Program expenditures of \$89 million and the lack of monies available for street improvements in the coming years. She spoke to putting large projects into consideration for bond authority and receipt of matching funds. Ms. Rhodes-Whitley spoke to the current financial policy of 75% depreciation for the Capital Reserve Fund and Mr. Glasscock spoke to future discussions regarding the issuance of bond referendums for projects. Ms. Rhodes-Whitley spoke to the retired debt anticipated in the coming years, the interest and payments on bond debt, and operation/maintenance costs associated with projects. She responded to the Council, advising that the expansion of the Senior Center has been postponed due to the impact of operations/maintenance costs.

Proposed Ad Valorem Tax Rate

Director of Budget and Research Rhodes-Whitley spoke to a proposed ad valorem tax rate of 48.86 cents per \$100 valuation, public hearings to be held on August 22 and 31 and a vote on the tax rate on September 12, 2011.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 11:21 a.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT FOUR
August 18, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

The Plano City Council met informally at 7:05 p.m., Thursday, August 18, 2011, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present. Mayor Dyer welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City.

Stage 2 Water Conservation Measures

Public Works Director Cosgrove advised that the City implements stages of the Drought Contingency Program following action by the North Texas Municipal Water District Board and is currently in Stage 1 which is a voluntary reduction with a 2% goal. He spoke to moving to Stage 2 as a result of the impact of invasive zebra mussels and the temporary loss of Lake Texoma raw water; the lowered capacity of Lake Chapman due to the drought and lack of rain run-off; and the peak water usage on August 3, 2011. Mr. Cosgrove spoke to Stage 2 implementation including increased educational efforts, twice-a-week watering and enforcement for non-compliance. He spoke to the potential to move to Stage 3 which includes once-a-week watering and advised that recreation areas are watered out of cycle since they are being utilized during the assigned watering periods. He spoke to the loss of assets during the last drought and the need for irrigation, advised that citizens may hand-water if they have a hose nozzle, and spoke to the potential of using Lake Texoma as a source during cooler months to reduce transmission of the zebra mussels.

FY 2010-11 Budget and Proposed FY 2011-12 Budget Reports

Director of Budget and Research Rhodes-Whitley advised that the City Manager presented his proposed budget on July 27, 2011 and that it includes combined expenditures of \$408 million with the greatest proportions going for Public Safety, Water/Sewer, General Government, and Debt Service. She spoke to the recommended budget being balanced with 30 days of operation in accordance with financial policies, a tax rate remaining at 48.86 cents per \$100 of assessed property valuation, two cents of property tax dedicated to the Economic Development Fund, a transfer to the Capital Reserve Fund of \$10.5 million, and provides for a 2% across-the-board salary increase for both non-civil and civil service employees. Ms. Rhodes-Whitley spoke to the reductions taken by Staff including a one-time savings of \$3.6 million and on-going savings of \$3.3 million and advised that since 2008-09 the total savings has been \$39.5 million and includes the elimination of 142 full-time and 22 part-time positions. She spoke to the increase of .66% in property values with \$182 million in new growth, compared the City of Plano's tax rate with that of other area cities, and spoke to the increase in sales tax receipts. She advised that the City will not be passing along to the citizens any increases in water/sewer costs; spoke to the Community Investment Program (\$89 million); and reviewed dates on the calendar for budget adoption. Ms. Rhodes-Whitley responded to questions, advising that the City loses approximately \$120,000 - \$150,000 on the sales tax holiday weekend, the General Fund is made up of sales and property tax and fees, and the City purchases water from the North Texas Municipal Water District and keeping 70 days of working capital in reserves.

Economic Development Progress Report

Plano Economic Development Board Director Bane spoke to creating job opportunities, diversifying the economic base to cushion against economic shock, and increasing the tax base. She spoke to contributions made by companies and efforts of the Economic Development Board through outreach and recruitment; retention and expansion; and marketing and redevelopment. Ms. Bane reviewed recent projects, utilization of the web site, challenges and opportunities.

Community Investment Projects (CIP) – District 4

- **Street Repairs/Improvements**

Director of Public Works Cosgrove reviewed recently completed projects in the district including Carpenter Park Recreation Center, Fire Station #13 and Spring Creek Parkway rehabilitation. He advised that projects under construction include Custer Road rehabilitation, University Estates Water rehabilitation, Pittman Creek erosion control and screening wall repair at Parker Road/Independence Parkway. He reviewed future projects including the Custer Pump Station rehabilitation, Park Estates Water rehabilitation, Canyon Valley rehabilitation, and various intersection improvements and pavement repairs. He responded to questions from citizens, advising that there are no plans to construct new screening walls and that the City does not maintain living screening walls. He advised that there are 73 miles of walls owned by the City which are replaced when structurally unsound and further that the renovation of the wall along Spring Creek Parkway east of Alma Road was done due to issues with alignment and leaning.

Carpenter Park Recreation Center Reopening

Parks and Recreation Director Fortenberry reviewed the improvements made at Carpenter Park Recreation Center, spoke to new drought-resistant plantings, and advised regarding future plans. She responded to citizens, advising that there should be no closure at Liberty Recreation Center for renovations, memberships cost recovery is 75%, and the Big Lake Park project is scheduled for next year.

Fire Station #4 Renovations

Fire Chief Esparza spoke to the opening of Fire Station #4 in 1978, its expanded role and use for apparatus/vehicle storage, bonds approved by voters in 2005, reduced construction costs and future needs in the area. Chief Esparza spoke to the 9-11 Memorial to be held at Fire Station #1 and responded to a citizen, stating that there are currently 321 firefighters.

Fix it Plano Program

Director of Public Information Conklin spoke to the City's new "Fix-It" program allowing citizens a broadened opportunity to report concerns, track work requests and review maps for current conditions. She spoke to access via the internet, telephone, or text with a smart phone application, and the ability to forward photos to the system.

Mayor Dyer opened the floor for general questions. Senior Planner Perry advised that a zoning application for the northeast corner of Custer Road and Park Boulevard is being reviewed and will come to the Planning and Zoning Commission in September. Mayor Dyer advised that the Arts of Collin County project is still viable and Deputy City Manager Turner spoke to the move of retail centers to other municipalities and the process of redevelopment. Mayor Dyer advised that the Council and Staff will respond to other citizen inquiries and thanked those in attendance. The session was closed at 8:34 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 22, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer called the meeting to order at 5:05 p.m., Monday, August 22, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer 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; and to receive information regarding Economic Development, Section 551.087; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:50 p.m.

Consideration and action resulting from Executive Session discussion

No items were considered.

The Council considered Agenda Items III and VII out of order.

Stage 2 Water Restrictions Update

Assistant City Manager/Director of Customer Utility Billing Israelson spoke to resident feedback in response to implementation of the Stage 2 watering restrictions. He advised regarding a move to a watering schedule based on even/odd addresses and permitting sprinkler usage two days a week with prohibited times between 10 am and 6 pm. Mr. Israelson advised that Stage 3 watering would be one day per week and spoke to variances in place for park land and playing fields.

Personnel Reappointments

Civil Service Commission

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to confirm the reappointment of David M. O'Dens following City Manager Glasscock's recommendation.

Photographic Traffic Signal Advisory Committee

Council Member Duggan reappointed his representative to the committee, Doug A. Bender.

Discussion and Direction Regarding Arts of Collin County Name Change and Action on 2011-12 ACC Budget

Arts of Collin County (ACC) Board of Directors President Bobby Baggett, spoke to the process of developing a budget for the ACC and the impact of the revocation vote from the City of Frisco. He advised that the budget approved on August 10 recommends a "6 + 6" plan with specific deliverables and benchmarks and includes engaging a professional marketing firm to review assets, evaluate structure and develop a new presentation. He spoke to monies spent on architectural plans, donated funds and cash. Mr. Baggett reviewed other options including: placing plans on hold; spinning-off to an independent 501(c)(3) organization; or dissolution. He spoke to the name change to "The Arts Center of North Texas" to provide a broader appeal when seeking sponsorships, reflecting a regional nature, eliminating county-line issues, and offering a new approach. Mr. Baggett reviewed the latest project costs of \$58.7 million and the projected gap of \$21.6 million addressed through individual donations, naming rights and founding partners. He spoke to the revised budget of \$588,000 and taking advantage of marketing opportunities, advising that the hall will be the same project with some rescoping by the contractors and efforts to reduce pricing. Bill Rhoda of CSL Marketing spoke to his experience and responded to the Council that marketing for the Arts of Collin County will not impact other efforts to market the City of Plano. Mr. Baggett clarified that the request is for Council's approval of the "6 + 6" plan and Council Member Davidson spoke to receiving full information after six months on holdings.

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Council Member Duggan, the Council voted 8-0 to approve the ACC Budget and "6 + 6" plan.

Legislation Report

This item will be presented at the September 12, 2011 meeting.

Vision North Texas

Vision North Texas Project Manager Karen Walz spoke to its focus on the entire region and reviewed the post-war growth and expansion of the area following World War II. She spoke to future conversion of additional agricultural land, shortages of water and electricity, and congestion as expansion continues. Ms. Walz spoke to the change in character of future residents including more senior citizens and single households. She spoke to working towards more private-public partnerships and the North Texas 2050 Report including a set of guiding principles, identifying a preferred future, preferred uses, investment areas and action items.

Ms. Walz advised that benefits of the Vision North Texas Project to Plano are : 1) the ability to maintain a regional focus including regional emphasis on revitalization, getting the best return on existing public infrastructure investment and integrated recommendations from across the investment area; 2) offering leadership from Plano to provide lessons learned from experience to the Vision North Texas partnership; and 3) gaining resources for Plano including information on the regional context for plans, forums for regional dialogues and action/research tools for officials/staff and the community. Ms. Walz invited the Council to attend the regional summit on October 28th.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the July 2011 report finds General Fund and Water & Sewer revenues up slightly as a percentage of budget as compared to last year. She stated that actual General Fund revenues are down for the first ten months of the year primarily due to a decrease in ad valorem taxes and court fine revenues offset by an increase in sales tax. Ms. Tacke advised that General Fund expenditures are flat as a percent of budget for the first ten months of the fiscal year and that Water & Sewer expenditures are down slightly. She spoke to reductions in personnel services with a large portion due to the reduction in the annual required contribution for the 115 Trust. Ms. Tacke spoke to lower levels of contract costs related to social service agency grants and reduced computer replacement charges. She advised that the unemployment rate is up to 7.5%, sales tax collections are up by 8.92% and spoke regarding housing trends. Ms. Tacke advised that the Water & Sewer fund actual revenues are up by \$7.6 million due to decreased rainfall and a 6% rate increase and she spoke to increases in expenditures.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Council Member Dunlap requested that Consent Agenda Item "C," Bid No. 2011-219-B for the Preston Ridge Trail Crossing at Legacy Drive, to Bass Site Solutions, LLC in the amount of \$105,447 be removed for individual consideration due to a possible conflict of interest.

Staff requested that Consent Agenda Item "S," an ordinance to amend Chapter 21 (Utilities), Article II (Water), Division 4 - Drought Contingency Plan, Exhibits A & B of the City of Plano Code of Ordinances, to revise the Stage 2 and Stage 3 Watering Zone Maps; and providing a repealer clause, a severability clause, a savings clause and an effective date be removed for individual consideration and revision.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:06 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
August 22, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, August 22, 2011, at 7:13 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Mayor Dyer led the invocation and Mayor Pro Tem Miner led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Dyer presented special recognition to the International Table Tennis Tournament Players; organizers of the School Supply Project - 25th Anniversary; and Jesus Lara.

COMMENTS OF PUBLIC INTEREST

Citizen Jack Lagos stated concerns regarding leadership and funding of the Arts of Collin County and requested Council consider legal ramifications and spoke to the monies currently in the project that could be divided among member cities upon its dissolution.

CONSENT AGENDA

Upon a request by Council Member Dunlap, Consent Agenda Item "C" was removed for individual consideration due to a possible conflict of interest. Upon the request of Staff, Consent Agenda Item "S" was removed for individual consideration.

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

Approval of Minutes (Consent Agenda “A”)

August 3, 2011

August 8, 2011

Approval of Expenditures

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

Bid No. 2011-234-B for the 2010-2011 Arterial Concrete Pavement Rehab Coit Road - Spring Creek Parkway to SH 121, Project No. 6146 to AUI Contractors, LLC. in the amount of \$879,691 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “B”)

Bid No. 2011-166-C for a one (1) year contract with three (3), one (1) year City optional renewals for EMS Pharmaceuticals to Bound Tree Medical to be utilized by the Fire Department in the estimated annual amount of \$49,832 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “D”)

Bid No. 2011-190-C for a one (1) year contract with three (3) city optional renewals to purchase Environmental Waste Truck Parts for Warehouse Inventory from Texan Waste Equip-Heil of Texas, RLS Services, Inc., & Equipment Southwest, Inc. in an estimated amount of \$181,994 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “E”)

Bid No. 2011-204-C for a one (1) year contract with three (3) city optional renewals to purchase Tires-New for Warehouse Inventory from Blagg Tire & Service, Southern Tire Mart, & Diamond Service Center in an estimated amount of \$241,684 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “F”)

Bid No. 2011-210-C for a one (1) year contract with three (3) City optional renewals for Water and Wastewater Pumping Facilities Maintenance Best Value Bid to Legacy Contracting, LP dba Control Specialist Services, LP as the best value for Public Works Pumping Facilities in an estimated amount of \$350,000 and authorizing the City Manager to execute all necessary documents, and providing an effective date. (Consent Agenda “G”)

Purchase from an Existing Contract

To approve the purchase of Landscaping Services from Dyna-Mist Construction for the Sustainability Department using an existing contract/agreement with PISD in an amount not to exceed \$90,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “H”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Park Boulevard Corridor Intersection Improvements in the amount of \$30,915 from Pacheco Koch Consulting Engineers, Inc. This modification will provide for additional easement surveying. (Consent Agenda “I”)

Approval of Change Order

To Tucker & Associates, LLC, increasing the contract by \$11,000 for additional public relations expenses. Change Order No. 1. Original Bid No. 2008-121-B. (Consent Agenda “J”)

Adoption of Resolutions

Resolution No. 2011-8-6(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda “K”)

Resolution No. 2011-8-7(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda “L”)

Resolution No. 2011-8-8(R): To approve the terms and conditions of the Police Training Center Operating Agreement by and between the City of Plano and City of Richardson; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda “M”)

Resolution No. 2011-8-9(R): To approve the Investment Portfolio Summary for the quarter ending June 30, 2011 and providing an effective date. (Consent Agenda “N”)

Resolution No. 2011-8-10(R): To approve the terms and conditions of an Acknowledgement of Assignment of and amendment to a Tax Abatement Agreement by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda “O”)

Resolution No. 2011-8-11(R): To nominate Tektronix Texas, LLC (“Tektronix” or the “Company”), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date. (Consent Agenda “P”)

Resolution No. 2011-8-12(R): To approve the name change of the Arts of Collin County Commission, Inc. to The Arts Center of North Texas and approving amendments to its certificate of formation and bylaws to effect the name change; and providing an effective date. (Consent Agenda “Q”)

Adoption of Ordinances

Ordinance No. 2011-8-13: To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda “R”)

Ordinance No. 2011-8-14: To repeal Ordinance No. 2011-2-3; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective August 29, 2011; establishing a salary plan for the Police and Fire Departments effective August 29, 2011 and providing a repealer clause, a severability clause and an effective date. (Consent Agenda “T”)

ITEMS FOR INDIVIDUAL CONSIDERATION:

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following item.

Bid No. 2011-219-B for the Preston Ridge Trail Crossing at Legacy Drive, Project No. 6049, to Bass Site Solutions, LLC in the amount of \$105,447 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “C”)

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Smith, the Council voted 7-0 to approve Bid No. 2011-219-B for the Preston Ridge Trail Crossing at Legacy Drive to Bass Site Solutions, LLC in the amount of \$105,447.

Ordinance No. 2011-8-15: To amend Chapter 21 (Utilities), Article II (Water), Division 4 - Drought Contingency Plan, Exhibits A & B of the City of Plano Code of Ordinances, to revise the Stage 2 and Stage 3 Watering Zone Maps; and providing a repealer clause, a severability clause, a savings clause and an effective date. (Consent Agenda “S”)

City Attorney Wetherbee advised that Staff has prepared an alternative option to revise the Stage 2 watering restrictions based on even/odd property addresses, permitting watering two days per week and including prohibited times. She further advised that, if necessary, Stage 3 will be implemented utilizing the even/odd property addresses with one day per week usage.

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to amend Chapter 21, Article II, Division 4 - Drought Contingency Plan, of the City of Plano Code of Ordinances, as recommended by City Attorney Wetherbee in an alternative option permitting watering based on even/odd property addresses, two days per week for Stage 2 and one day per week for Stage 3; and further to adopt Ordinance No. 2011-8-15 as revised.

Public Hearing and adoption of Ordinance No. 2011-8-16 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 125 for tax abatement consisting of an 11.40 acre tract of land located in the J.B. Roundtree Survey, Abstract No. 759, Collin County and described as Lot 1, Block 1 Plano Tech Center II in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda “1”)

Director of Finance Tacke advised that prior to entering into tax abatement agreements, state law requires the holding of a Public Hearing and establishment of a zone. She further stated that the tax abatement will be based on the following values: an estimated \$2.5 million of real property as of November 1, 2011 and an estimated \$11 million of business personal property as of September 30, 2011. Ms. Tacke stated that the abatement will be for a period of ten years and shall be based on an amount equal to 50% for real property and 50% for business personal property.

Mayor Dyer opened the Public Hearing. No one appeared to speak either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Harris and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 125 for tax abatement located in the J.B. Roundtree Survey, Abstract No. 759, Collin County; and further to adopt Ordinance No. 2011-8-16.

Resolution No. 2011-8-17(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, and O’Neil Digital Solutions, LLC, Investor’s Business Daily, and William O’Neil providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda “2”)

Director of Finance Tacke advised that the tax abatement will be between the City and O’Neil Digital Solutions, which consists of three companies: William J O’Neil & Company is a research firm for institutional investment firms, O’Neil Data Systems uses IT technology to turn data into print, and Investor’s Business Daily is a national newspaper. She advised that O’Neil will complete real property improvements consisting of 218,000 square feet of existing commercial space as well as some expansion.

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Miner, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, and O’Neil Digital Solutions, LLC, Investor’s Business Daily, and William O’Neil providing for real and business personal property tax abatement; and further to adopt Resolution No. 2011-8-17(R).

Resolution No. 2011-8-18(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between O’Neil Digital Solutions, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda “3”)

Director of Finance Tacke advised that the 380 grant offered to O’Neil is in the amount of \$187,500 for the occupancy of not less than 218,000 square feet of office space and the transfer or creation of up to at least 96 full time equivalent positions by December 31, 2013. She further advised that the company has the option of adding an additional 70 jobs by December 31, 2014 and an additional 84 jobs by December 31, 2015.

Upon a motion made by Council Member Harris and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between O’Neil Digital Solutions, LLC and the City of Plano; and further to adopt Resolution No. 2011-8-18(R).

Public Hearing regarding Options for Revised City Council District Boundaries for Districts 1-4 (Regular Agenda “4”)

Senior Planner Sims advised that Option 1 changes the boundaries between Council Districts 2 and 4, resulting in an exchange of 9,500 residents and reduces the difference between the largest and the smallest districts to fewer than 10%. He further advised that Option 2 uses the same recommendation as above and adds a slight boundary change between Districts 1 and 3, thus exchanging an additional 2,700 residents and reducing the difference between the largest and smallest districts to 4%. He advised that an additional Public Hearing will be held on September 12 and stated that the City will need to consider boundaries after each census as the population is dynamic.

Mayor Dyer opened the Public Hearing. No one appeared to speak either for or against the request. The Public Hearing was closed.

Public Hearing and adoption of Ordinance No. 2011-8-19 as requested in Zoning Case 2011-19, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 611 so as to allow the additional use of Gymnastics/Dance Studio on 0.2± acre of land located on the north side of Summit Avenue, 500± feet west of Stewart Avenue in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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: Russell Robertson (Sperry Van Ness Asset Management) (Regular Agenda “5”)

Senior Planner Perry advised the Council that the applicant proposes utilizing an existing 8,600 tenant space in a Light Industrial location for a gymnastics and dance studio which requires a specific use permit. She further advised that the Planning and Zoning Commission recommended approval as submitted.

Ordinance No. 2011-8-19 (cont'd)

Mayor Dyer opened the Public Hearing. No one appeared to speak either for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Davidson, the Council voted 8-0 to grant Specific Use Permit No. 611 so as to allow the additional use of Gymnastics/Dance Studio on the north side of Summit Avenue, 500± feet west of Stewart Avenue in the City of Plano, Collin County, Texas; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-19; and further to adopt Ordinance No. 2011-8-19.

Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.66 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). (Regular Agenda "6")

Mayor Dyer opened the Public Hearing. Resident Kevin Anderson requested clarification of the agenda item and Mayor Dyer advised that the rate is not being increased but that total revenues will increase as more properties have been added to the rolls. Resident George Gata requested clarification of the item and Budget and Research Director Rhodes-Whitley advised regarding calculation of the tax rate and Council Member Dunlap spoke to the increase in the number of commercial properties. Mr. Gata spoke to focusing on essential personnel and projects rather than on parks or the arts. Resident Jack Lagos thanked the Council and Staff for clarifying the item. Citizen Michael Openshaw requested the Council work to decrease bonded indebtedness and support core services and spoke in opposition to funding the arts center. No one else appeared to speak either for or against the request. The Public Hearing was closed.

Public Hearing and Council discussion and direction regarding a possible charter election to include, but not limited to, propositions on: revising Council length of terms and term limits; municipal court of record; and general clean-up of provisions that are obsolete or preempted by state or local law (Regular Agenda "7")

Mayor Dyer opened the Public Hearing. Resident Robert Miller spoke in support of staggered four-year terms elected in May of odd-numbered years. No one else appeared to speak either for or against the request. The Public Hearing was closed.

City Attorney Wetherbee advised the Council regarding the deadline to order a charter election. City Secretary Zucco advised that Collin County has not finalized costs for even-year elections and will request entities submit a Memorandum of Understanding indicating whether they are "in or out" for May 2012 and that entities will incur costs whether or not an election is held. City Manager Glasscock advised that the school district has indicated they will track with the City. Ms. Zucco responded to the Council, advising that if Plano were to retain odd-numbered years only, there will not be additional costs for programming/drayage. Council Member Duggan requested footnotes be included in the charter referencing state statutes.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 8:06 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
Special Called Session
August 31, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer convened the Council into the Special Called Session on Wednesday, August 31, 2011 at 5:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Harris.

A second public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.66 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 22, 2011.)

Mayor Dyer opened the Public Hearing. Employee Mark Kamenish requested the Council consider further cost savings through changes in web browser access and installing more native plantings on City properties. No one else appeared to speak for or against the item. The Public Hearing was closed.

Ordinance No. 2011-8-20: To order a Special Election to be held on November 8, 2011 in and throughout the City of Plano, Texas for the purpose of submitting propositions to the qualified voters of the City for amendments to the City Charter as follows: Provide for the election of City Council Members from three to four year terms and reduce the number of terms served from three to two and apply the term limits to any full term served; provide changes to the Municipal Court to allow the City Council to select all judges and decide terms of office and grounds for removal, and expand powers of the court; provide a single proposition to correct non-substantive errors, clarify meanings, correct paragraph numbering; conform to requirements of federal and state law, remove redundant provisions otherwise provided for in state or federal law; and revise references to repealed or obsolete provisions of federal or state law or city charter; designating polling locations for such Special Election; ordering Notice of Election to be given as prescribed by law in connection with such election; and providing an effective date. (Public hearings conducted on August 8, 2011, August 13, 2011, and August 22, 2011).

City Manager Glasscock spoke to recent information received from Collin County, the “fluid” nature of the situation and the upcoming deadline of September 7, 2011 to order a charter election. City Secretary Zucco spoke to there being a minimal impact on the City of Plano should several entities move to Denton County for election services, the requirement for a Memorandum of Understanding to cover the costs of voting equipment should Plano wish to hold a May 2012 election whether or not it takes place, and the uncertainty of pricing. She advised that a proposal will be presented by the Elections Administrator to the County Commissioners to continue dividing centralized costs by the number of jurisdictions holding a full contract, but to divide programming costs based on races, precincts and candidates. Ms. Zucco stated that full pricing alternatives will not be available until September 19 and spoke to possible requests by other entities to change polling locations for May elections.

Ms. Zucco advised that if the City were to move to four-year staggered terms in odd-numbered years, Collin County would provide written assurance that no costs for other entities’ decisions would be passed to the City, Plano would determine polling locations and a charter election would be required. She spoke to the potential for petition-driven elections in May of even-numbered years and possible consideration of retaining the current three-year structure with a reduction in polling locations. Ms. Zucco advised that should petitions be brought forward for an even-year cycle, the City could request services from the county, contract machines themselves, or try to postpone the election to November.

Deputy Mayor Pro Tem Smith spoke to the lack of clear direction until later in September and stated concern regarding reducing polling locations. Council Member Dunlap stated concern regarding reducing polling locations and spoke to informing citizens of costs should a petition be brought forward in an even-numbered year. He spoke to the benefits of four-year terms and in support of a charter election to change the Council terms of office. Mayor Pro Tem Miner stated support for two, four-year terms of office. The Council spoke to the possibility of opting back into services with Collin County if necessary for even-numbered years and other items for voter consideration on the charter election ballot.

Upon a motion made by Council Member Dunlap and seconded by Council Member Duggan, the Council voted 7-0 to order a Special Election to be held on November 8, 2011 in and throughout the City of Plano, Texas for the purpose of submitting propositions to the qualified voters of the City for amendments to the City Charter; and further to adopt Ordinance No. 2011-8-20.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 5:37 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Nancy Corwin ext. 7137				
CAPTION				
<p>To approve the purchase of sixteen (16) Stalker II handheld radar units and thirty-eight (38) car-mounted radar units from Applied Concepts, Inc. in the amount of \$161,437 to be utilized by the Police Department through an existing contract/agreement with HGAC and authorizing the City Manager to execute all necessary documents.</p> <p>(HGAC contract EF04-11)</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	290,000	0	290,000
Encumbered/Expended Amount	0	-93,704	0	-93,704
This Item	0	-161,437	0	-161,437
BALANCE	0	34,859	0	34,859
FUND(s): TRAFFIC SAFETY FUND				
<p>COMMENTS: Funds are included in the 2010-11 Traffic Safety Fund Budget for equipment purchases. The balance of funds will be used for other Police Department expenditures as allowed by the Traffic Safety Program.</p> <p>STRATEGIC PLAN GOAL: The periodic replacement of radar units, as well as the purchase of additional radar units, relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of sixteen (16) Stalker II handheld radar units and thirty-eight (38) car-mounted radar units from Applied Concepts, Inc. in the amount of \$161,436.80 to be utilized by the Police Department through an existing contract/agreement with HGAC. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (HGAC contract EF04-11 / City of Plano Internal Contract No. 2011-293-I)</p>				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



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

MEMORANDUM

DATE: August 17, 2011
TO: Diane Palmer-Boeck, Chief Purchasing Officer
FROM: Gregory W. Rushin, Chief of Police
SUBJECT: Recommendation of Award for Radar Purchase

The Plano Police Department recommends the purchase of sixteen (16) Stalker II handheld radar units, through HGAC Contract No. EF04-11, Product No. A003, for a total cost of \$37,936.80 and thirty-eight (38) car-mounted radar units, through HGAC contract No. EF04-11, Product No. A007, at a cost of \$123,500.00. The total cost of this purchase is \$161,436.80. This purchase will be funded from the Traffic Safety Fund.

The 16 Stalker II handheld radars will replace eight (8) Stalker handheld radars that were purchased during the 1990's and add eight (8) additional radars to the inventory for officer use. The thirty-eight (38) mounted radar units will replace thirty-two (32) MPH BEE III brand radars that have been in use since 2002 and allow six (6) units to be used as replacements when units need to be taken out of service for repairs.

We requested Name Brand purchase of the Stalker radars to standardize our radar inventory. We already have Stalker radars in the department and this purchase will replace another brand making our inventory consistent throughout. Standardization makes training and operation easier for officers and reduces errors that can be made when different types of equipment are in use. The Purchasing Department shopped multiple cooperative contracts for the products. Applied Concepts was the low bid for this name brand.

Traffic Safety is one of the Police Department's four Performance Measures and a major priority for the officer working the streets. These radars are instrumental tools as the officers carry out their public safety initiatives.



**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 12, 2011			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Amy Powell X7342					
CAPTION					
To approve a contract for the purchase of a software upgrade to the City's Avaya Software in the amount of \$106,916 from Affiliated Communications, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	110,000	0	110,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-106,916	0	-106,916
BALANCE		0	3,084	0	3,084
FUND(S): TECHNOLOGY SERVICES FUND (66)					
COMMENTS: This item approves expenditures from the 2010-11 Telecommunications Operating budget for an upgrade of several telephone switches to VOIP.					
STRATEGIC PLAN GOAL: Upgrading and building a platform needed for improvements related to a unified communications infrastructure relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Telecommunications is requesting Council approval to upgrade the City's current Avaya Software from Release 5.5 to 7.5 for five switches at City Hall, 911, Police, Service Center and Davis Library. The upgrade is also required to ensure manufacturer support of the voice platforms, as well as to have the ability to expand and have the ability to add additional licenses to the current platform. The upgrades will offer some enhanced features and move the City to the first version of software that blends both Avaya and Nortel platforms. The enhanced features of this upgrade are important, but the ability to maintain full support from Avaya is critical. This work will be performed by Affiliated Communications, Inc., through their Department of Information Resources (DIR) Contract for the amount of \$106,916. The City is authorized to purchase from the State of Texas 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. (DIR-SDD-1499)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Staff memo and contract					

Memorandum

Date: August 23, 2011
To: David Stephens, Technology Services Director
From: Edward Jenkins, Support Services Manager
Subject: Avaya Upgrades

Avaya is requiring voice platform upgrades. There are two primary reasons that these upgrades are required. First, is manufacturer support, without the upgrade only known platform issues will be supported which means there will be no additional patches or PEPS available for our current platform. Second is the ability to expand, no additional licenses can be added to the current platform. On another note the upgrades will offer some enhanced features and move us to the first version of software that blends both the Avaya and Nortel platforms.

Since this new release will open up interoperability between the two platforms some of the features that will directly improve are, enhanced call accounting reporting, simplified administration for end user changes and an integration path to Avaya Aura (Session Manager) which will allow implementation of Avaya IP phones in the future for new and existing locations. Most of our smaller sites currently have Norstar Key Systems that could be replaced with IP phones reducing the cost of ownership. This also puts us in the position to use SIP trunking which will be useful for making the 911 call center geographically redundant in the event the City Hall experiences closure due to outside threats. This would allow us to dynamically move the call center to another location temporarily.

Upgrades from release 5.5 to 7.5 for five switches, City Hall, 911, Police, Service Center and Davis Library are quoted at \$86,206 with the required call accounting being \$20,710. Total project cost for upgrades would be \$106,916 purchased through Affiliated Communications Department of Information Resources Contract (DIR-SDD-1499)

While the enhanced features of these upgrades are important the ability to maintain full support from Avaya is critical.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND AFFILIATED COMMUNICATIONS, INC.
FOR UPGRADES TO THE NORTEL/AVAYA PLATFORMS**

THIS CONTRACT is made and entered into by and between **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, whose address is 730 Avenue F, Suite 210, Plano, Texas 75074, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide the software upgrades and licenses for the migration of the Nortel/Avaya platforms. These services shall be provided in accordance with this Contract and with the Department of Information Resources Contract No. DIR-SDD-1499, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Homeland Security Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-1499 on file with the City of Plano Technology Services Department;
- (c) Affiliated Communications, Inc. Service Quote (Exhibit "A1" and "A2");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "B"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED SIX THOUSAND NINE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$106,916.00)** in accordance with the combine totals for work and services provided under Exhibit A1 and Exhibit A2, attached hereto and incorporated herein by reference.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract

after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**III.
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be complete within ninety (90) days following notice to proceed from City.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibits "A 1 and A2" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under the Department of Information Resources Contract No. DIR-SDD-1499 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

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

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

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

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

**X.
VENUE**

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

**XI.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XII.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and

consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

**XIV.
FORCE MAJEURE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XVI.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XVII.
SEVERABILITY**

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

**XVIII.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.
MAILING OF NOTICES**

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

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

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

Affiliated Communications, Inc.
730 Avenue F, Suite 210
Plano, Texas 75074
Attn: Kirk Baldrige
Strategic Accounts Manager

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.

**XX.
ENTIRE AGREEMENT**

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

City agrees to reference this Contract and the Department of Information Resources Contract No. DIR-SDD-1499 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
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.

**XXII.
SUCCESSORS AND ASSIGNS**

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

**XXIII.
HEADINGS**

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

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

AFFILIATED COMMUNICATIONS, INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, (*Authorized representative*) _____ (*Title*) of **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



August 23, 2011

DIR Contract # DIR-SDD-1499

Lisa Prunty
City of Plano
1520 Avenue K
Plano, TX 75074

Re: City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades

Dear Lisa:

The enclosed proposal is a direct result of our discussions concerning the telecommunication needs of the city. After a review of City of Plano's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

This proposal is a part of several proposals to migrate the Nortel/Avaya platforms to the most current release of software. These migrations will enable the city to realize the latest features and solutions available in the telecommunications industry. These separate proposals include the following:

1. Call Centers for 911 and City Hall (attached)
2. EOC CS1000 7.5 Upgrade
3. **City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades**
4. New Servers for the Contact Centers for City Hall and 911
5. VeraSmart Call Accounting (replaces Nortel Telephony Manager)
6. Police Option 61C Chassis replacement (Optional)
7. Non-DIR equipment for new PD chassis (Optional)

Lisa, please review this proposal and call me with any questions.

Regards,

Kirk Baldrige
Strategic Accounts Manager

Overview:

This proposal will upgrade the existing CS1000s at the City Hall, 911, Police, Service Center, and Davis Library from R5.5 to R7.5.

Pricing Summary:

<u>Hardware/Software</u>	
City Hall 7.5 Upgrade	\$18,192.99
Plano Centre 7.5 Upgrade	\$196.88
911 7.5 Upgrade	\$3,755.26
Police 7.5 Upgrade	\$7,524.60
Davis 7.5 Upgrade	\$7,524.60
Service Ctr 7.5 Upgrade	\$16,979.10
Haggard 7.5 Upgrade	\$196.88
Muehlenbeck 7.5 Upgrade	\$196.88
TOTAL EQUIPMENT	\$54,567.19
<u>Installation Services</u>	
Upg City Hall/Plano Ctr (148 hours @ \$75/hr)	\$11,100.00
Upg 911 (52 hours @ \$75/hr)	\$3,900.00
Upg Police (55 hours @ \$75/hr)	\$4,125.00
Upg Davis Library (55 hours @ \$75/hr)	\$4,125.00
Upg Service Center (44 hours @ \$75/hr)	\$3,300.00
Upg Haggard (14 hours @ \$75/hr)	\$1,050.00
Upg Muehlenbeck (14 hours @ \$75/hr)	\$1,050.00
TOTAL INSTALLATION SERVICES	\$28,650.00
<u>Support Services</u>	
ProRate-New Equip	\$2,988.76
TOTAL SUPPORT SERVICES	\$2,988.76
<u>Promotions/Discounts</u>	
Total Price	\$86,205.95

Assumptions:

1. All cabling will be labeled and tested. Affiliated can offer cabling installation services for an additional fee.
2. All pricing is good through September 28, 2011.

Engineered Parts List:

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
City Hall 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
City Hall 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
City Hall 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63

City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1776	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTL216899	System Manager R6	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTL700501093 (700501093)	System Manager Server HP	Y	\$11,400.00	43.75%	\$6,412.50	\$6,412.50
City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTL700501092 (700501092)	SM HP Server DL360G7	Y	\$11,400.00	43.75%	\$6,412.50	\$6,412.50
City Hall 7.5 Upgrade	355	NTL264231	SM R6.X SIP CON LIC ENTITLE	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTL700500958 (700500958)	SESSION MANAGER R6.1 DVD	Y	\$50.00	43.75%	\$28.13	\$28.13
City Hall 7.5 Upgrade	1	NTL700501478 (700501478)	SM R6.1 REDHAT KSTART NEW DVD	Y	\$50.00	43.75%	\$28.13	\$28.13
Plano Centre 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Plano Centre 7.5 Upgrade	16	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Plano Centre 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Plano Centre 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	2	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$393.76
911 7.5 Upgrade	1	NTDW64AAE5	MGC DSP Daughterboard 96	Y	\$4,400.00	43.75%	\$2,475.00	\$2,475.00
911 7.5 Upgrade	2	NTM427CDE6	CPPM SS Linux Upg-R7.5 CFC	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	1	NTM447AD	CF SW Inst KitCPPM R7.5-NoDong	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	100	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	2	NTDW05AAE5	CPPM SS Hard Drive - BLANK-R5	Y	\$788.00	43.75%	\$443.25	\$886.50
Police 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Police 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Police 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Police 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94

Police 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Police 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Police 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Police 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Police 7.5 Upgrade	536	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Davis 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Davis 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Davis 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Davis 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
Davis 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Davis 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Davis 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Davis 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Davis 7.5 Upgrade	344	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Service Ctr 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Service Ctr 7.5 Upgrade	1	NT5D12AHE5	Dual DTI/PRI T1 Card	Y	\$16,808.00	43.75%	\$9,454.50	\$9,454.50
Service Ctr 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Service Ctr 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Service Ctr 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
Service Ctr 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Service Ctr 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Service Ctr 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Service Ctr 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Service Ctr 7.5 Upgrade	560	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Haggard 7.5 Upgrade	1	NTM427CDE6	CPPM SS Linux Upg-R7.5 CFC	Y	\$0.00	43.75%	\$0.00	\$0.00

Haggard 7.5 Upgrade	8	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Muehlenbeck 7.5 Upgrade	8	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00



August 23, 2011

DIR Contract # DIR-SDD-1499

Lisa Prunty
City of Plano
1520 Avenue K
Plano, TX 75074

Re: VeraSmart Call Accounting (replaces Nortel Telephony Manager)

Dear Lisa:

The enclosed proposal is a direct result of our discussions concerning the telecommunication needs of the city. After a review of City of Plano's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

This proposal is a part of several proposals to migrate the Nortel/Avaya platforms to the most current release of software. These migrations will enable the city to realize the latest features and solutions available in the telecommunications industry. These separate proposals include the following:

1. Call Centers for 911 and City Hall (attached)
2. EOC CS1000 7.5 Upgrade
3. City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades
4. New Servers for the Contact Centers for City Hall and 911
- 5. VeraSmart Call Accounting (replaces Nortel Telephony Manager)**
6. Police Option 61C Chassis replacement (Optional)
7. Non-DIR equipment for new PD chassis (Optional)

Lisa, please review this proposal and call me with any questions.

Regards,

Kirk Baldrige
Strategic Accounts Manager

Overview:

This proposal is for VeraSmart Call Accounting. The Nortel Telephony Manager is not compatible with CS1000 R7.5. Telephony Manager will be replaced with two components. The Administration will be replaced with Element Manger which is a part of the new software release of 7.5 The other component of call accounting will be replaced by VeraSmart.

Pricing Summary:

Pricing Summary		Sale Price
<u>Hardware/Software</u>		
VeraSmart Licenses		\$14,600.00
VeraSmart Training		\$4,775.00
TOTAL EQUIPMENT		\$19,375.00
<u>Installation Services</u>		
Setup/Installation		\$734.79
TOTAL INSTALLATION SERVICES		\$734.79
<u>Training Services</u>		
Element Manager Training (8 hours @ \$75/hr)		\$600.00
TOTAL TRAINING SERVICES		\$600.00
Total Price		\$20,709.79

Assumptions:

1. A PC/Server must be dedicated for the VeraSmart application just like TM. The required specifications for this PC are attached.
2. All cabling will be labeled and tested. Affiliated can offer cabling installation services for an additional fee.
3. All pricing is good through September 28, 2011.

Engineered Parts List:

Type/Location	Qty	Part Number	Description	DIR	Unit Price	Ext Price
VeraSmart Licenses	1	700423403	eCAS SFTW 5-SITE W/RSP 5,000 LIC	N	\$10,878.00	\$10,878.00
VeraSmart Licenses	2	700423437	eCAS SFTW MULTI-SITE 5-SITE LIC (Up to 25 sites total)	N	\$1,861.00	\$3,722.00
VeraSmart Training	1	700342165	Initialization & Training Svs 1day on site-Zone 2 (w/in 100	N	\$1,275.00	\$1,275.00
VeraSmart Training	1	700208929	eCAS Phone or Web Based Training-Avaya Branded	N	\$500.00	\$500.00
VeraSmart Training	12	407349307	Avaya Incremental Servis 1202-E50	N	\$250.00	\$3,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2011

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 SIG Insurance Professionals 14860 Montfort Drive Suite 150 Dallas TX 75254		CONTACT NAME: Brooke Berryhill PHONE (A/C, No, Ext): (972) 490-8800 FAX (A/C, No): (972) 490-2255 E-MAIL ADDRESS: bberryhill@trustsig.com PRODUCER CUSTOMER ID #: 00020620	
INSURED Affiliated Telephone Inc, 730 Avenue F Suite 210 Plano TX 75074		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Ins Co INSURER B: Sentinel Insurance Company INSURER C: Hartford Casualty Insurance INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11-12 Standard REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			46UUNHH6540	8/8/2011	8/8/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			46UUNHH6540	8/8/2011	8/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PIP-Basic \$ 5,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> Hired Car Physical damage						EACH OCCURRENCE \$ 5,000,000
C	UMBRELLA LIAB			46RHUHH6927	8/8/2011	8/8/2012	AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WEZQ7444	8/8/2011	8/8/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is granted as additional insured on the general liability and auto liability policies with the umbrella to follow form as required by written contract. Waiver of subrogation is granted in favor of the certificate holder on the workers compensation, general liability and auto liability policies where required by written contract.

CERTIFICATE HOLDER City of Plano Attn: Lisa Prunity/Purchasing Dept 1520 Ave K Suite 370 Plano, TX 75074		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 Mike Sterlacci/BBERRY	
EXHIBIT B PAGE 1 OF 2			

Additional Named Insureds

Other Named Insureds

Affiliated Communications, Inc.	Insured Multiple Names
Affiliated Com-Net Inc	Doing Business As
Affiliated Telephone-Austin, Inc.	Insured Multiple Names
Affiliated Telephone-Houston, Inc.	Insured Multiple Names
North American Connections, Inc.	Insured Multiple Names

EXHIBIT B
PAGE 2 OF 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **AFFILIATED COMMUNICATIONS, 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.

AFFILIATED COMMUNICATIONS, INC.

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

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:	9/12/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of an Engineering Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$109,500 for the design of improvements for Oak Point Park and Nature Preserve, North Trail Extension and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	150,000	250,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-109,500	0	-109,500
BALANCE	0	-9,500	150,000	140,500

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2010-11 Park Improvement CIP for the "09 Oak Point Park Development" project. This item, in the amount of \$109,500, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2011-12.

STRATEGIC PLAN GOAL: "09 Oak Point Park Development" relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

The attached Engineering Services Agreement with BW2 Engineers, Inc. is for the preparation of plans and specifications for trail extensions, pedestrian bridges, trail underpasses and erosion control structures along a trail route from east of K Avenue to the existing trail termination point in Oak Point Park and Nature Preserve.

The total contract fee is \$109,500. The basic services fee is \$97,700 and includes surveying, civil engineering and structural engineering services. The special services fee is \$11,800 and includes geotechnical investigations, accessibility reviews and reimbursable expenses.

The estimated construction cost for the project is \$1,000,000. The project includes a pedestrian bridge over Rowlett Creek and additional bridges over tributaries of Rowlett Creek. It also includes extensive work under Jupiter Road and K Avenue to facilitate the trail connection.

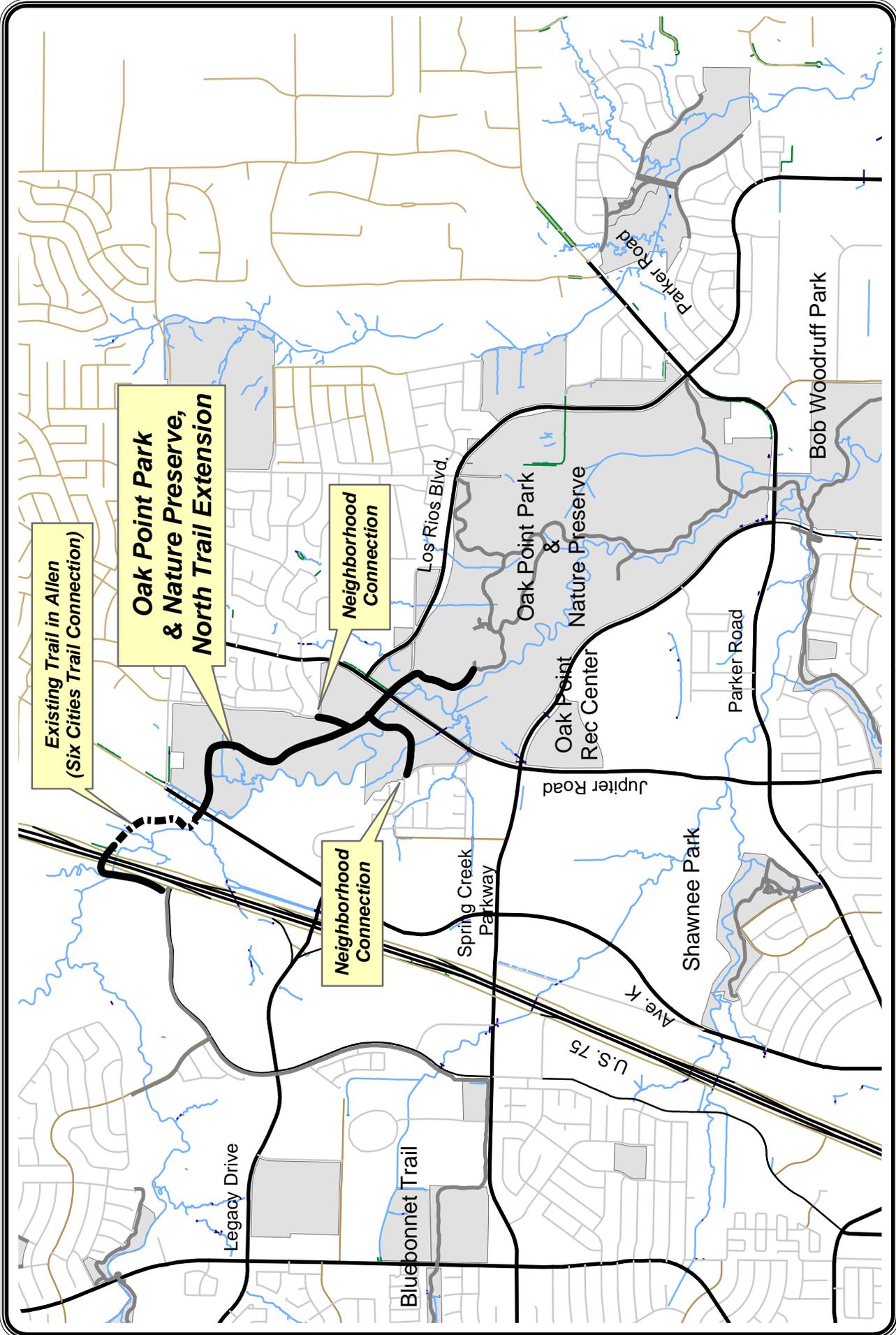


CITY OF PLANO COUNCIL AGENDA ITEM

BW2 Engineers Inc. is on the 2010-11 selected list of qualified consultants for engineering services. The basic services fee is 9.77% of the estimated construction cost. The total fee is 10.95% of the estimated construction cost. The fee is consistent with other park and engineering projects of this size and scope.

This project will connect the existing trail in Oak Point Park and Nature Preserve to existing trail in the City of Allen. An additional trail connection is being designed at this time to connect Bluebonnet Trail to the existing trail in Allen. These projects will complete a key connection in the 6-Cities Trail Plan. The City has requested a \$700,000 Grant from Collin County to assist with funding these two trail connections.

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



Existing Trail in Allen
(Six Cities Trail Connection)

Oak Point Park
& Nature Preserve,
North Trail Extension

Neighborhood
Connection

Neighborhood
Connection

Oak Point Park & Nature Preserve - North Trail Extension



OAK POINT PARK & NATURE PRESERVE, NORTH TRAIL EXTENSION

PROJECT NO. 6180

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 **BW2 ENGINEERS, 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 **OAK POINT PARK & NATURE PRESERVE, NORTH TRAIL EXTENSION** 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
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Bill Dakin

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

BW2 Engineers, Inc.
1919 South Shiloh Road, Suite 500
Garland, TX 75042
Attn: Jim Waldbauer

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.

BW2 ENGINEERS, INC.

A Texas Corporation

DATE: 8/29/11

BY: 
Jim Waldbauer
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

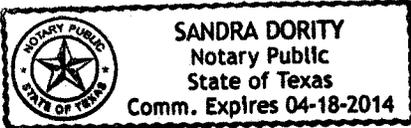
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of August, 2011, by **JIM WALDBAUER, VICE PRESIDENT**, of **BW2 ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Sandra DORITY

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, 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
OAK POINT PARK TRAIL PROJECT
(FUTURE VISITORS CENTER TO GREENVILLE AVENUE)

This project generally includes the construction of a 12' wide reinforced concrete trail meandering along the north side of Rowlett Creek through Oak Point Park. The project limits are generally from the end of the existing trail near the parking area of the Oak Point Park's future Visitors Center, northwesterly through the park, to Greenville Avenue. The trail will cross under Jupiter Road and also under Greenville Avenue to connect to the southern terminus of the existing Six Cities Trail in the City of Allen. There are also two trail connections to adjacent residential neighborhoods that will be completed as part of this project. One trail connection will be made to the Timber Brook West subdivision along Emerald Coast Drive. The other trail connection will be made to the Oak Point Estates subdivision along Hickory Hill Drive. This second trail connection, due to the Oak Point Estates subdivision being on the south side of Rowlett Creek, will require inclusion of a pedestrian bridge to make the connection to the main trail. Overall, this trail project will encompass approximately 9,500 linear feet of trail.

BASIC SERVICES

A. Pre-Design

1. Meet with City of Plano and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. After completion of design survey, review existing conditions and prepare a schematic design of proposed improvements. Schematic design will be reviewed with City Staff and modified as needed for use as the proposed improvements.

B. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. 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 horizontally and referenced by utility name (i.e. T.U. Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Obtain 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.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Plans, Specifications, and Estimate

1. Prepare construction plans for the trail and pedestrian bridge. Prepare the following sheets at the appropriate engineering scale:
 - Cover sheet.
 - Project layout control sheet(s).
 - Summary of Quantities sheet.
 - Typical sections and construction detail sheets.
 - Erosion control plans.
 - Trail plan & profile sheets.
 - Pedestrian bridge sheets including structural sheets.
 - Traffic Control Plans.
 - Drainage/Channel Sheets (if required).
 - SWPPP sheets meeting EPA and City of Plano requirements (if required).

Note: Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

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. Meet with City of Plano staff to discuss City comments on construction plans, specifications, and cost estimates.
4. Revise and finalize preliminary plans incorporating comments from the City of Plano.
5. Incorporate comments from the utility companies.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.

D. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these plans and specifications to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Prepare and distribute addenda to bid documents, as necessary.
4. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide bid tabulation to the City of Plano.
7. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
8. Furnish ten sets of full size and three sets of half size final construction plans and one set of the contract documents manual to the City for construction.

E. Meetings

BW2 Engineers, Inc. will attend a pre-bid conference and a pre-construction meeting at the City of Plano, if requested.

SPECIAL SERVICES

F. Geotechnical Services

BW2 will retain the services of a geotechnical engineering firm to perform necessary soils investigations and provide recommendations for use during the design of the pedestrian bridge structural elements. This will include exploring subsurface soil conditions, obtaining physical soil properties by laboratory testing and providing recommendations for use during design of the pedestrian bridge. In general, the field investigation will consist of two (2) soil borings, one on each side of the main channel of Rowlett Creek (outside the top of bank) to a depth of 50' below grade or 10' into gray limestone, whichever is shallower.

G. Texas Department of Licensing and Regulation Approval

BW2 will retain the services of a registered accessibility specialist (RAS) for review and approval of the construction plans to confirm adherence with Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) design guidelines. After approval of the construction plans and construction of the project, BW2 will also retain the RAS to complete a post-construction inspection in accordance with TDLR requirements.

ADDITIONAL SERVICES

The following items are excluded from this agreement; however, BW2 Engineers, Inc. can provide these services under separate agreement on an hourly basis and/or agreed upon fee:

- **Hydraulic Analyses and Permitting**
- **Construction Administration Services**

EXHIBIT B
SCHEDULE OF WORK
OAK POINT PARK TRAIL PROJECT
(FUTURE VISITORS CENTER TO GREENVILLE AVENUE)

SCHEDULE

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

Percentage of Completion	Date of Submittal
Schematic Plans/Design Survey	5 weeks
50% Plans and Estimate	12 weeks
90% Plans w/Specifications and Estimate	8 weeks
100% Plans, Specifications and Estimate	4 weeks

Note that the above schedule is for BW2 Engineers, Inc. work effort only and does not include time required for review, other subconsultant services (geotech), and approval by the City of Plano and/or other regulatory agencies.

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
OAK POINT PARK TRAIL PROJECT
(FUTURE VISITORS CENTER TO GREENVILLE AVENUE)

BW2 Engineers, Inc. provides the following fees for the scope of services as outlined in Exhibit A, defined herein.

Fees

Basic Services

<i>(Includes Pre-Design, Design Survey,</i>	\$ 18,200.00 (Survey)
<i>PS&E, Bid Phase Services, & Meetings)</i>	\$ 73,500.00 (Civil)
	\$ 6,000.00 (Structural)

Special Services

<i>(Includes Geotechnical Services, &</i>	\$ 9,500.00 (Geotechnical)
<i>TDLR Approval)</i>	\$ 1,500.00 (TDLR)

Reimbursable Expenses	<u>\$ 800.00</u>
------------------------------	------------------

Total Fixed Fee: \$ 109,500.00

Basis for Compensation

BW2 Engineers, Inc. will perform the services outlined herein for a fixed fee of \$ 109,500.00. Upon the execution of this agreement approval, BW2 will begin work on the tasks outlined herein. Once each month, BW2 shall invoice the City a percentage of the fixed fees shown above for services rendered during the previous month.

Reimbursable expenses are those incurred by BW2 Engineers, Inc., which are not included in our Basic Services and Special Services fees. These costs will be invoiced separately at a cost of 1.1 times the actual expense incurred, unless otherwise specified. We propose a budget of \$ 800.00 for these expenses. This budget will not be exceeded by BW2 Engineers, Inc. without the formal approval of the City of Plano. These costs include:

1. Printing of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.)
2. Long-distance communication charges
3. Courier or delivery service
4. Postage
5. Travel outside of the metroplex

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 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

___ 18. Garagekeepers' Legal \$_____ - Comprehensive
\$_____ - Collision

___ 19. Owners Protective Liability \$500,000 Combined single limits

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

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

X 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.

X 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-," "V" 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).

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

X 25. Other Insurance Required:

INSURANCE AGENTS STATEMENT

I have reviewed these requirements with the named below. Additionally:

X 26. The above policy(s) carry the following deductibles: Professional Liability - \$5,000. Deductible

Full limits of coverage available for:

General Liability To the Best of our Knowledge Professional Liability To the best of our knowledge

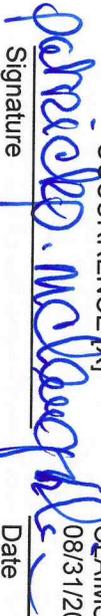
Automobile Liability To the best of our knowledge

X 27. Liability policies are (indicate):

OCCURRENCE

CLAIMS MADE - PROFESSIONAL LIABILITY

08/31/2011


Signature

Date

PATRICK P. MCLAUGHLIN / MCLAUGHLIN BRUNSON INSURANCE AGENCY, LLP

Insurance Agent (Print)

BW2 Engineers, Inc.

08/31/2011

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/12/2011
PRODUCER McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240 (214) 503-1212	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED BW2 Engineers, Inc. 1919 S. Shiloh Road, Suite 500, LB 27 Garland TX 75042	INSURERS AFFORDING COVERAGE	
	INSURER A: Travelers Lloyds Ins. Co.	41262 <i>At</i>
	INSURER B: Zurich American Insurance Co.	16535 <i>At</i>
	INSURER C: Travelers Indem Co of Conn	25682 <i>At</i>
	INSURER D: Travelers Ind. Co. of America	<i>At</i>
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP 4333L447 Indpt. Contractors	8/26/2010	8/26/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA 4331L64A	8/26/2010	8/26/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP 6921Y76A	8/26/2010	8/26/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB 6925Y561	8/26/2010	8/26/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B		OTHER Professional Liab.	EOC5087033-06	8/26/2010	8/26/2011	\$1,000,000 Per Claim/ Annual Aggregate + Specific Client Excess Endorsement

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. SPECIFIC CLIENT EXCESS ENDORSEMENT WITH \$2,000,000 LIMIT FOR THE CITY OF PLANO = \$3,000,000 TOTAL LIMIT OF LIABILITY ON THE PROFESSIONAL LIABILITY. City of Plano is shown as an additional insured on the general liability coverage as required by written contract. A waiver of subrogation is shown in favor of the City of Plano on the workers compensation. - RE: Oak Point Park and Nature Preserve Trail Extension

CERTIFICATE HOLDER City of Plano P. O. Box 860358 Plano TX 75086-0358	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY THE MAIL SERVICE TO THE ADDRESS REGARDING THE POLICY NUMBER AND DATE OF CANCELLATION. AUTHORIZED REPRESENTATIVE <i>Peter J. McLaughlin</i>
---	---

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of BW2 Engineers, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of BW2 Engineers, 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.

BW2 Engineers, Inc.
Name of Consultant

By: *James Waldeaver*
Signature

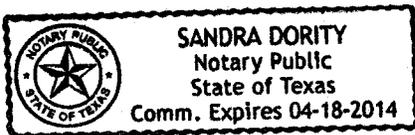
JAMES WALDEAVER
Print Name

VICE PRESIDENT
Title

8/29/11
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 29 day of August, 2011.



Sandra Dority
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:	9-12-11
Department:	Public Works
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #): Irene Pegues (7198) Project No. 5852	

CAPTION

To Jim Bowman Construction Company, LP, increasing the contract by \$56,707 for the 14th Street and George Bush Turnpike Waterlines Change Order No. 1. Original Bid No. 2010-81-B.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	143,850	878,000	0	1,021,850
Encumbered/Expended Amount	-143,850	-817,795	0	-961,645
This Item	0	-56,707	0	-56,707
BALANCE	0	3,498	0	3,498

FUND(S): WATER CIP

COMMENTS: Funds are included in the 2010-11 Water CIP. This item, in the amount of \$56,707, will leave a current year balance of \$3,498 for the 14th Street – Los Rios to Park vista project.

STRATEGIC PLAN GOAL: Construction and installation of waterlines relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

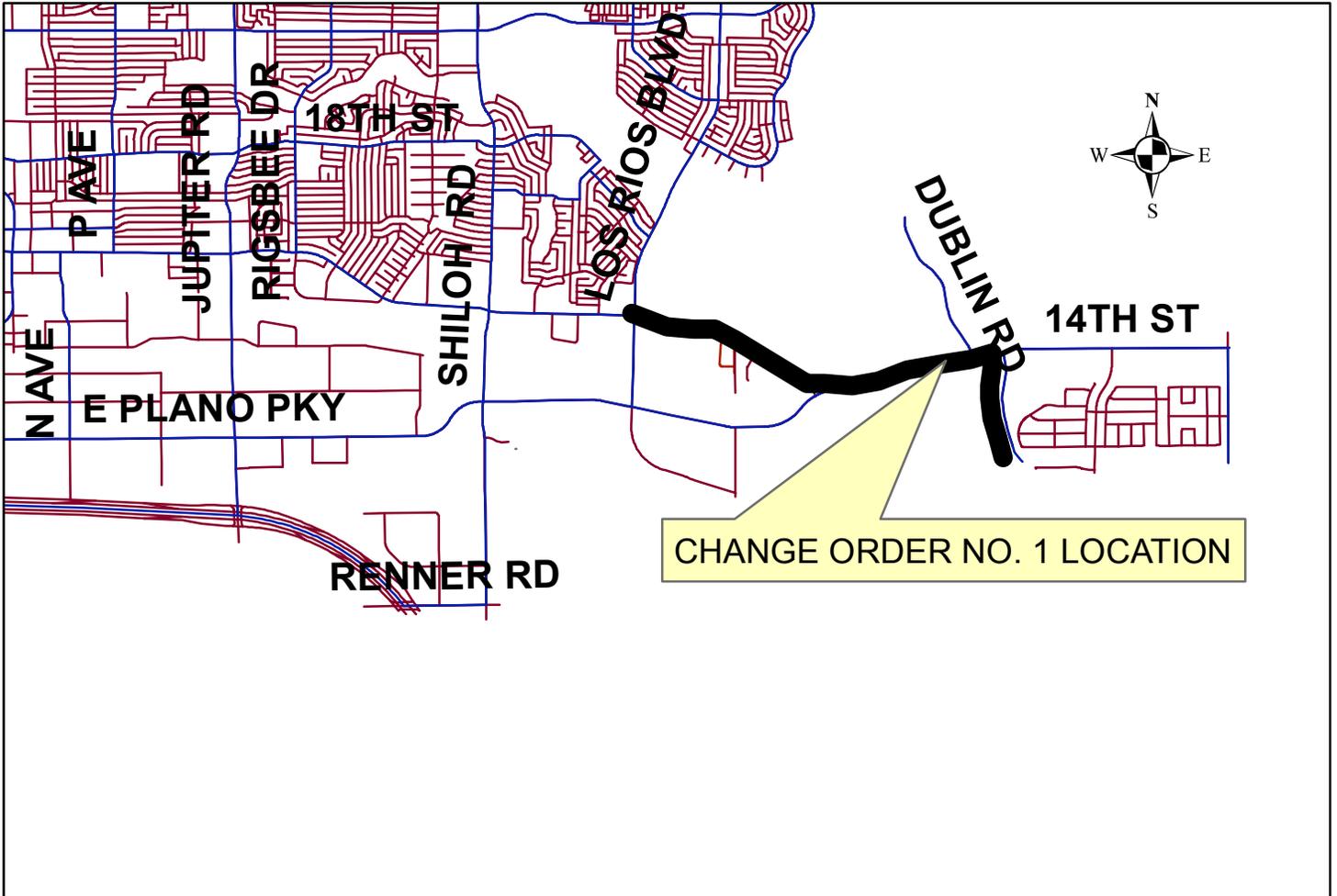
This change order in the amount of \$56,706.50 is for the removal of items for 12" water pipe boring, 12" water pipe installed by open cut and 12" water pipe installed by bore with casing pipe. These items will be replaced with items for boring 14" HDPE pipe and ductile iron water pipe which will be attached to the Rowlett Creek bridge.

The original design called for boring 290 feet of 12" water under the Rowlett Creek overflow channel, without casing pipe. The new plan proposes to install 14" HDPE pipe by bore. The HDPE pipe will be installed as one continuous piece, which will minimize the potential for leaks in the pipe, and thereby decreasing the long term maintenance costs.

The original design also called for boring the 12" water under the main channel of Rowlett Creek. The contractor made an attempt to do this, but it was discovered during construction that the bottom of the creek was very soft, causing water from the creek to flood into the bore tunnel. The new plan proposes to attach a 12" ductile iron water pipe to the north side of the 14th Street Bridge over the creek.

List of Supporting Documents: Change Order No. 1 Location Map	Other Departments, Boards, Commissions or Agencies N/A
---	---

14th Street Waterlines - Los Rios Blvd. to Park Vista
and George Bush Turnpike - Project No. 5852



CHANGE ORDER NO. 1

**14TH STREET AND GEORGE BUSH TURNPIKE WATERLINES
PROJECT NO. 5852
PURCHASE ORDER NO. 103798
CIP NO. 68404
BID NO. 2010-81-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION CO., LP** for the **14th STREET AND GEORGE BUSH TURNPIKE WATERLINES PROJECT**, dated April 12th 2010.

B. DESCRIPTION OF CHANGE

The change order is for the deletion of items for boring under Rowlett Creek and the addition of items for directional boring and attaching the waterline to the north side of the 14th Street bridge over Rowlett creek.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
2	12" Water by open cut	9129	8698	LF	\$31.50	(\$13,576.50)
3	12" Water bore with casing	293	206	LF	\$286.00	(\$24,882.00)
4	12" water by bore	290	0	LF	\$107.00	(\$31,030.00)
4a	14" HDPE water by directional bore	0	440	LF	\$153.00	\$67,320.00
31	12" restrained ductile iron pipe by open cut	0	117	LF	\$171.00	\$20,007.00
32	12" restrained ductile iron pipe attached to bridge	0	164	LF	\$237.00	\$38,868.00
	TOTAL:					\$56,706.50

CHANGE ORDER NO. 1
 14th Street and George Bush Turnpike Waterlines
 Project No. 5852

Original Contract Amount	\$	<u>764,931.10</u>
Contract Amount (Including Previous Change Orders)	\$	<u>764,931.10</u>
Amount, Change Order No. 1	\$	<u>56,706.50</u>
Revised Contract Amount	\$	<u><u>821,637.60</u></u>
Total Percent Increase Including Previous Change Orders		<u>7.41%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 45 day(s) to this project:

Original Contract Time	<u>140 working days</u>
Amount (Including Previous Change Orders)	<u>140 working days</u>
Amount, Change Order No. 1	<u>45 working days</u>
Revised Contract Time	<u>185 working days</u>
Total Percent Increase Including Previous Change Orders	<u>32.14%</u>

CONTINUED ON NEXT PAGE

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, a Texas Limited Partnership, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated April 12th 2010.

F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

**CONTRACTOR: JIM BOWMAN
CONSTRUCTION COMPANY, L.P.**, a
Texas Limited Partnership

BY: Jim Bowman GP, LLC, a Texas
Limited Liability Company, its general
partner

By: _____
(signature)

By: _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jim Bowman

Print
Title: City Manager

Print
Title: Sole Manager

Date: _____

Date: 8/26/11

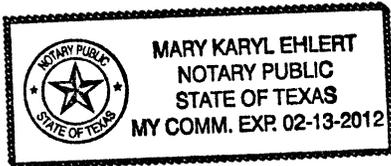
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26th day of August, 2011, by **JIM BOWMAN, SOLE MANAGER**, of **JIM BOWMAN GP, L.L.C.**, a Texas Limited Liability Company, General Partner of **JIM BOWMAN CONSTRUCTION COMPANY, L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.



Mary Karyl Ehler

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Bev Rogers ext. 7376				
CAPTION				
To ratify expenditure in the amount of \$135,327 for the purchase of cameras, installation hardware and service fees for automated monitoring and download capability (managed services) with DriveCam, Inc.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	135,327	0	135,327
Encumbered/Expended Amount	0	-91,772	0	-91,772
This Item	0	-43,555	0	-43,555
BALANCE	0	0	0	0
FUND(S): PROPERTY / LIABILITY LOSS FUND				
<p>COMMENTS: Funds are available in the FY 2010-11 Risk Management adopted budget for ratification of expenditures for automated monitoring and download capability services for the City's DriveCam Program. The total amount to be ratified is \$135,327. Of this total amount, \$91,772 has already been paid on a month-to-month basis while Risk Management has been assessing the DriveCam Program to determine if the program in its existing format was in the best interest of the City or if revisions to the program would be necessary in order to justify the continued expense of the program. The remaining \$43,555 also needs to be ratified in order to continue the program to the end of this current fiscal year.</p> <p>STRATEGIC PLAN GOAL: Providing automated monitoring services for the City's Risk Management Department relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Ratification of expenses in the amount of \$135,327 for the purchase of cameras, installation hardware and service fees for automated monitoring and download capability (managed services) performed by DriveCam, Inc. (2008-70-C)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Division of Risk Management
7501-A Independence Parkway
Plano, TX 75025
972.208.8250

MEMORANDUM

DATE: 07/29/11

TO: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: Darrell Edwards, Risk Manager

SUBJECT: Request for Ratification of Expenditure: DriveCam

The Division of Risk Management has been assessing the DriveCam Program since the last part of calendar year 2010 in order to determine if: (1) the program in its existing format continued to be in the best interest of the City or (2) revisions to the program would be necessary in order to justify the continued expense of the program. The original contract expired in December of 2010. Program expenditures were paid on a month – to – month basis following the contract's expiration as findings from our assessment were documented and to allow appropriate City departments to plan their FY 2011-2012 budgets. The total amount spent to date during the assessment of the program is \$91,772. To complete the fiscal year, there will be an additional \$43,555 in expenditures, making the total amount to be ratified \$135,327.

After careful review, we have determined that the program should be continued but with significant modifications, funding changes and the addition of documented procedures; therefore, we need to ratify the previous expenditures. We will be coming to the City Council with a new contract in the near future to continue the program.



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:		9/12/11		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, ratifying an exchange of land to be accomplished through the Replat of Lots 2R, 4R and 5, Block "A" Trinity Presbyterian Church Addition for the purpose of creating an improved and mutually beneficial boundary alignment between two properties including 0.156 acres of City land in exchange for 0.156 acres of land owned by RBN Hedge Investments, LTD, both exchange properties being located in or immediately adjacent to an existing floodway and drainage easement.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: This item provides for the mutual exchange of land between the City of Plano and RBN Hedge Investments, LTD and does not entail any expenditures. Since there will be no money exchanged and both properties are of the same size and approximate value, there is no financial impact associated with this item.</p> <p>STRATEGIC PLAN GOAL: Exchanging land to provide for an improved and mutually beneficial boundary between the City of Plano and existing property owners relates to the City's Goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>Ratifying the exchange of 0.156 acres of City of Plano land for 0.156 acres of land owned by RBN Hedge Investments, LTD.</p> <p>Previous plats associated with the Trinity Presbyterian Church Addition have been approved through the City of Plano platting process. These plats have included the dedication of 5.868 acres of land to the City of Plano for floodway, drainage and hike and bike trail purposes. This land was dedicated to the City at no cost to the City. The original floodway alignment created an unnecessarily awkward boundary alignment. The revised property line provides for a more practical boundary alignment and better reflects current floodway conditions. The City property and the private property involved in the exchange have no existing improvements located on them. The net result of the exchange will leave the City with the same 5.868 acres of property as provided for in</p>				



CITY OF PLANO COUNCIL AGENDA ITEM

previous plats.

Staff believes that the exchange of the property is in the best interest of the City of Plano.

List of Supporting Documents:

Location Map

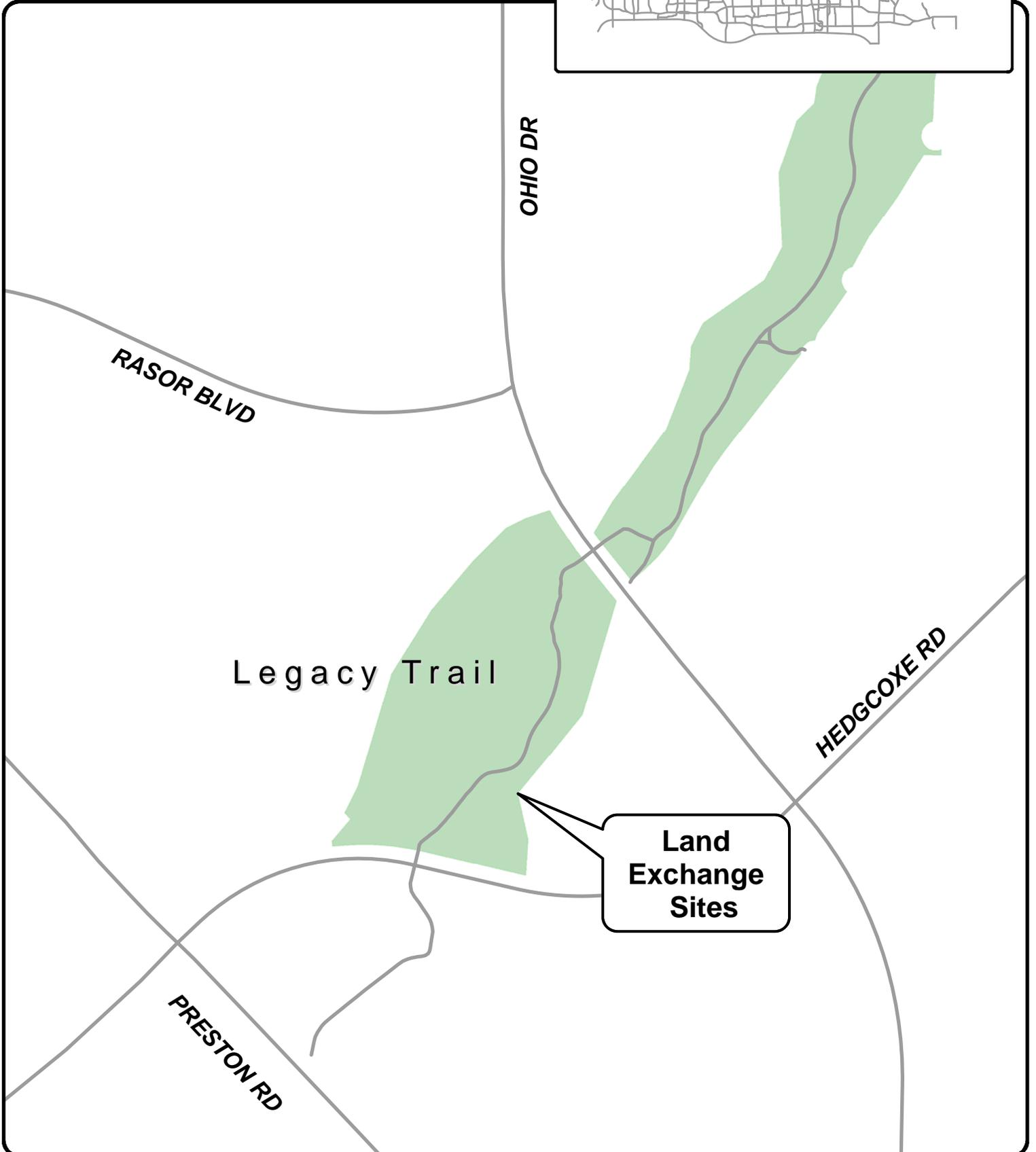
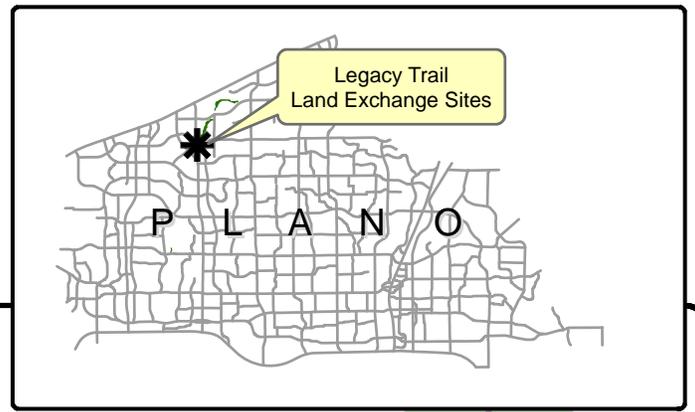
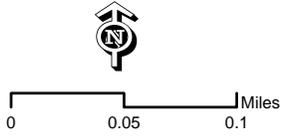
Replat Map

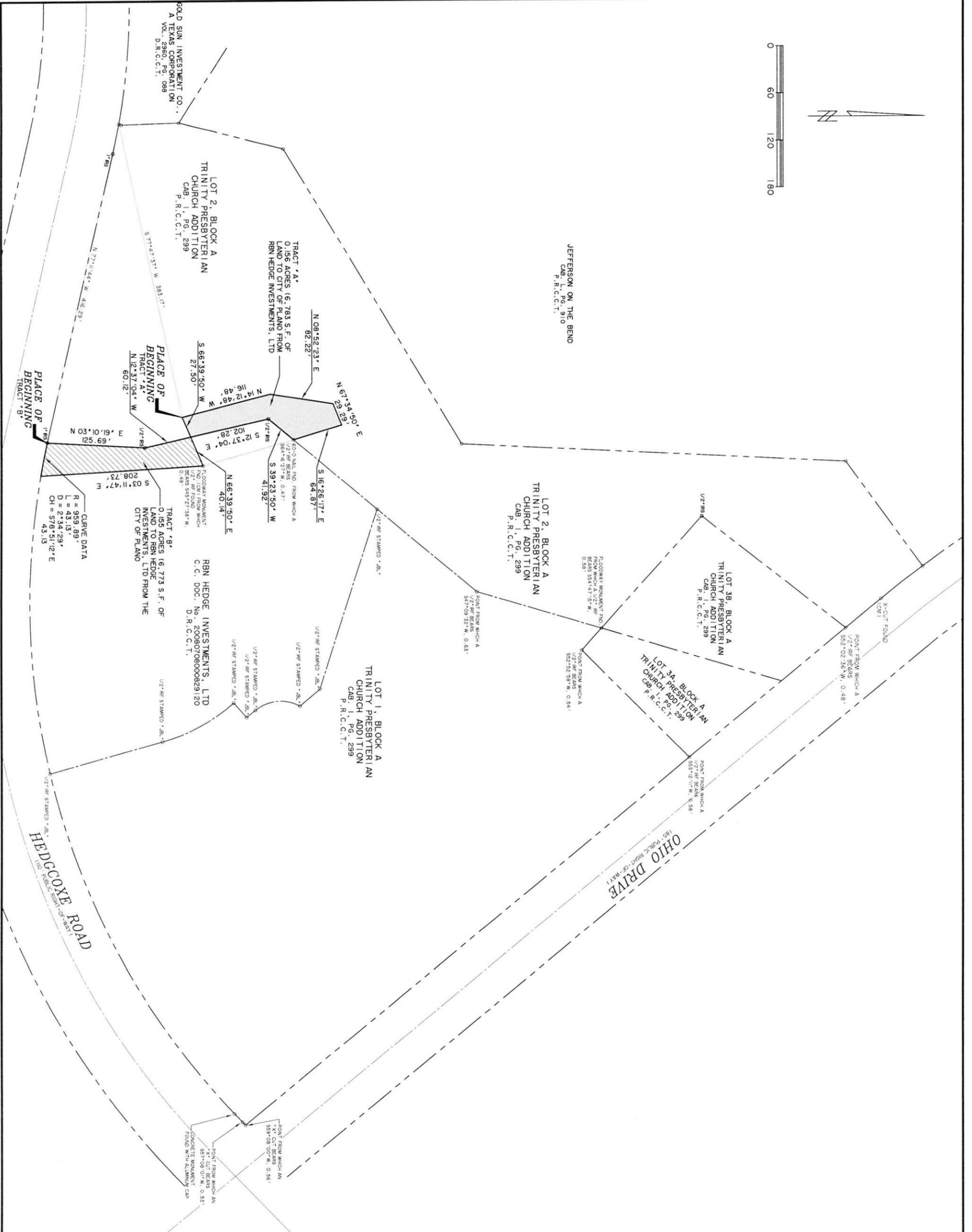
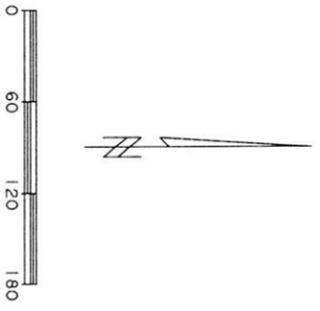
Resolution

Other Departments, Boards, Commissions or Agencies



Location Map





LAND SWAP EXHIBIT

BEING A LAND SWAP OF 0.156 ACRES (6,783 S.F.) OF LAND FROM CITY OF PLANO TO RBN HEDGE INVESTMENTS, LTD AND 0.155 ACRES (6,773 S.F.) OF LAND FROM RBN HEDGE INVESTMENTS, LTD TO CITY OF PLANO

WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817) 461-7100
 6949 ELVA STREET PERDOL, TEXAS 75044 METRO (214) 387-8000
 Texas Firm Registration No. F-3778 www.wierassociates.com

PREPARED BY:
 DATE: 10-06-2008
 W.A. No. 08003-LANDSWAP EXHIBIT

A Resolution of the City Council of the City of Plano, Texas, ratifying an exchange of land to be accomplished through the Replat of Lots 2R, 4R and 5, Block "A" Trinity Presbyterian Church Addition for the purpose of creating an improved and mutually beneficial boundary alignment between two properties including 0.156 acres of City land in exchange for 0.156 acres of land owned by RBN Hedge Investments, LTD, both exchange properties being located in or immediately adjacent to an existing floodway and drainage easement.

WHEREAS, the City Council has been presented with the Replat of Lots 2R, 4R and 5, Block "A" Trinity Presbyterian Church Addition, which includes the exchange of 0.156 acres of City land for 0.156 acres of RBN Hedge Investments, LTD, land for the purpose of creating an improved and mutually beneficial boundary alignment between the two properties, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter called the "Replat"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

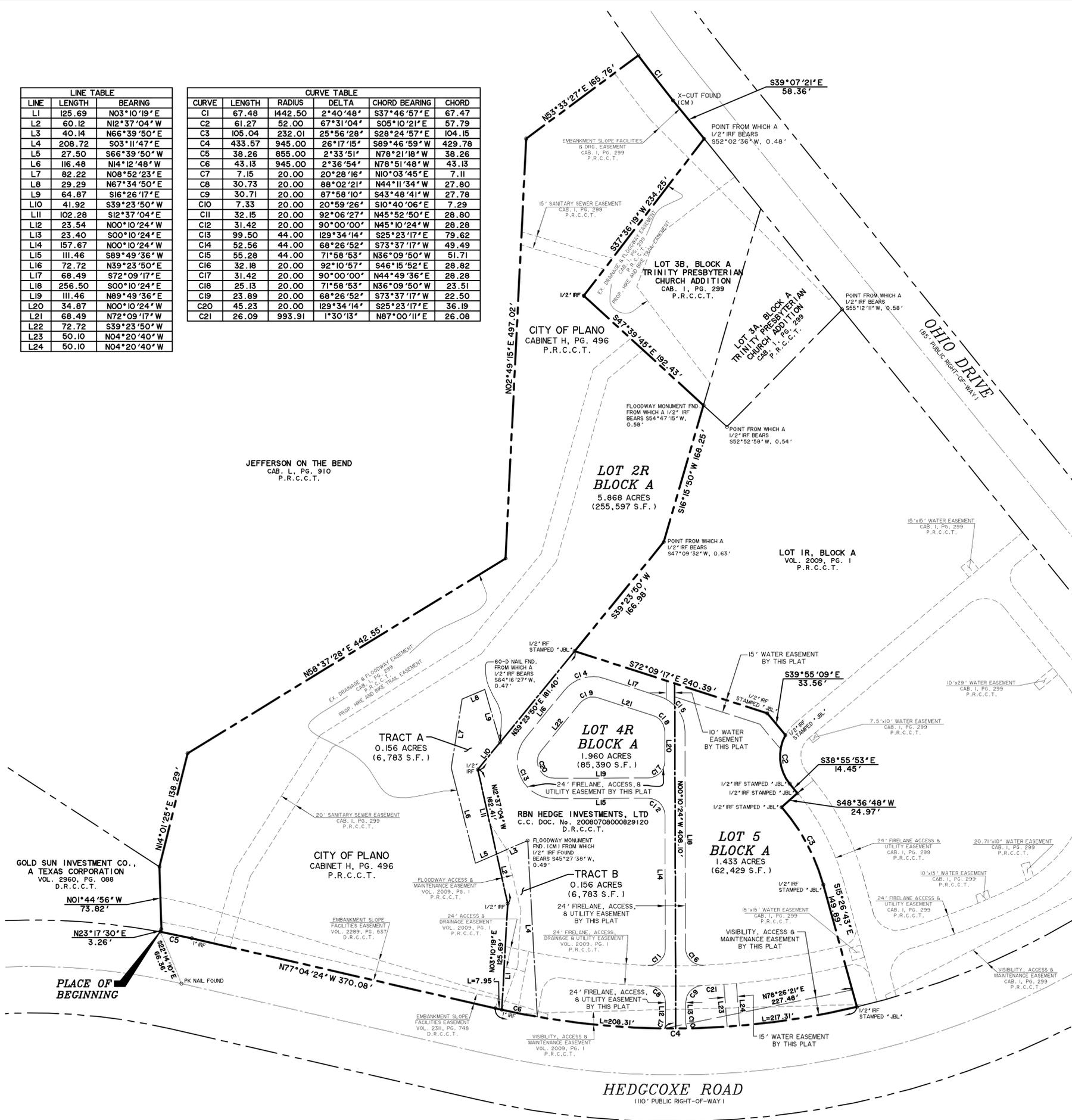
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

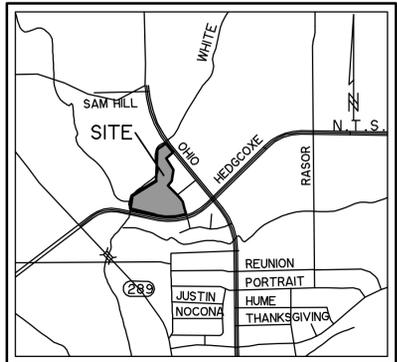
Diane C. Wetherbee, CITY ATTORNEY

LINE	LENGTH	BEARING
L1	125.69	N03°10'19"E
L2	60.12	N12°37'04"W
L3	40.14	N66°39'50"E
L4	208.72	S03°11'47"E
L5	27.50	S66°39'50"W
L6	116.48	N14°12'48"W
L7	82.22	N08°52'23"E
L8	29.29	N67°34'50"E
L9	64.87	S16°26'17"E
L10	41.92	S39°23'50"W
L11	102.28	S12°37'04"E
L12	23.54	N00°10'24"W
L13	23.40	S00°10'24"E
L14	157.67	N00°10'24"W
L15	111.46	S89°49'36"W
L16	72.72	N39°23'50"E
L17	68.49	S72°09'17"E
L18	256.50	S00°10'24"E
L19	111.46	N89°49'36"E
L20	34.87	N00°10'24"W
L21	68.49	N72°09'17"W
L22	72.72	S39°23'50"W
L23	50.10	N04°20'40"W
L24	50.10	N04°20'40"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	67.48	1442.50	2°40'48"	S37°46'57"E	67.47
C2	61.27	52.00	67°31'04"	S05°10'21"E	57.79
C3	105.04	232.01	25°56'28"	S28°24'57"E	104.15
C4	433.57	945.00	26°17'15"	S89°46'59"W	429.78
C5	38.26	855.00	2°33'51"	N78°21'18"W	38.26
C6	43.13	945.00	2°36'54"	N78°51'48"W	43.13
C7	7.15	20.00	20°28'16"	N10°03'45"E	7.11
C8	30.73	20.00	88°02'21"	N44°11'34"W	27.80
C9	30.71	20.00	87°58'10"	S43°48'41"W	27.78
C10	7.33	20.00	20°59'26"	S10°40'06"E	7.29
C11	32.15	20.00	92°06'27"	N45°52'50"E	28.80
C12	31.42	20.00	90°00'00"	N45°10'24"W	28.28
C13	99.50	44.00	129°34'14"	S25°23'17"E	79.62
C14	52.56	44.00	68°26'52"	S73°37'17"W	49.49
C15	55.28	44.00	71°58'53"	N36°09'50"W	51.71
C16	32.18	20.00	92°10'57"	S46°15'52"E	28.82
C17	31.42	20.00	90°00'00"	N44°49'36"E	28.28
C18	25.13	20.00	71°58'53"	N36°09'50"W	23.51
C19	23.89	20.00	68°26'52"	S73°37'17"W	22.50
C20	45.23	20.00	129°34'14"	S25°23'17"E	36.19
C21	26.09	993.91	1°30'13"	N87°00'11"E	26.08



- NOTES:
- ALL IRON RODS SET AND FOUND WITH CAP STAMPED "WIERASSOC, INC." UNLESS NOTED OTHERWISE
 - NO FILLING, GRADING OR IMPROVEMENTS SHALL BE CONSTRUCTED IN DRAINAGE AND FLOODWAY EASEMENT EXCEPT LANDSCAPING WITHOUT PRIOR APPROVAL OF THE CITY ENGINEERING DIVISION.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
 - ALL BEARINGS ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83, UTILIZING THE CITY OF PLANO GPS MONUMENTS B-5 AND D-8.
 - MINIMUM FINISH FLOOR AT LEAST 2.0 FEET ABOVE Q100 FULLY DEVELOPED FLOOD PLAIN LEVEL 1989 WHITE ROCK CREEK STUDY BY HALFF & ASSOCIATES, INC.

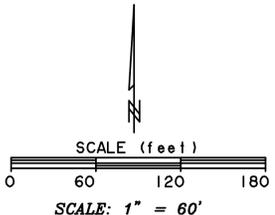


VICINITY MAP

N.T.S.

*** LEGEND ***

IRF	IRON ROD FOUND
IRS	IRON ROD SET
CM	CONTROL MONUMENT
ACS	ALUMINUM CAP SET IN CONCRETE
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TX
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TX



**REPLAT
LOTS 2R, 4R & 5,
BLOCK "A"
TRINITY
PRESBYTERIAN
CHURCH ADDITION**
BEING A REPLAT OF LOTS 2R & 4, BLOCK A,
TRINITY PRESBYTERIAN CHURCH ADDITION
AN ADDITION TO THE CITY OF PLANO,
COLLIN COUNTY, TEXAS, BEING 9.261 ACRES
OF LAND LOCATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 7,
ABSTRACT No. 153, CITY OF PLANO,
COLLIN COUNTY, TEXAS.

OWNER LOT 2R:
CITY OF PLANO
1520 AVENUE K
PLANO, TEXAS 75086
(972) 941-7000

OWNER LOT 4R & 5:
RBN HEDGE INVESTMENTS, LTD.
2415 COIT ROAD, SUITE C
PLANO, TEXAS 75075
(972) 596-4336

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700
6849 ELM STREET FRISCO, TEXAS 75034 METRO (214)387-8000
Texas Firm Registration No. F-2776 www.WierAssociates.com

OWNER'S CERTIFICATE

WHEREAS, CITY OF PLANO AND RBN HEDGE INVESTMENTS, LTD. ACTING BY AND THROUGH THE UNDERSIGNED, IT'S DULY AUTHORIZED AGENT, ARE THE OWNERS OF A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 153, CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET H, PAGE 496, PLAT RECORDS, COLLIN COUNTY, TEXAS (P.R.C.C.T.) AND BY DEED RECORDED IN COUNTY CLERK NO. 20080708000829120, DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 153, COLLIN COUNTY, TEXAS, BEING ALL OF LOTS 2R AND 4, BLOCK A, TRINITY PRESBYTERIAN CHURCH ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED BY PLAT IN VOLUME 2009, PAGE 1, PLAT RECORDS, COLLIN COUNTY, TEXAS (P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2R AND IN THE NORTH RIGHT-OF-WAY LINE OF HEDGCOXE ROAD (110' PUBLIC RIGHT-OF-WAY), FROM WHICH A PK NAIL FOUND BEARS S 22°14'10" E, 66.36 FEET BEING IN THE CENTERLINE OF THE RIGHT-OF-WAY OF SAID HEDGCOXE ROAD;

THENCE ALONG WHITE ROCK CREEK AND BEING THE WEST LINE OF SAID LOT 2R AS FOLLOWS:

N 2317'30" E, 3.28 FEET TO A POINT;

N 01°44'56" W, 73.82 FEET TO A POINT;

N 14°01'25" E, 138.29 FEET TO A POINT;

N 58°37'28" E, 442.55 FEET TO A POINT;

N 02°49'15" E, 497.02 FEET TO A POINT;

N 53°33'27" E, 165.76 FEET TO A POINT BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OHIO DRIVE (85' PUBLIC RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY 67.48 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1442.50 FEET, A DELTA ANGLE OF 02°40'48" AND A CHORD BEARING S 37°46'57" E, 67.47 FEET TO AN 'X' CUT FUND;

THENCE S 39°07'21" E, 58.36 FEET TO A POINT FROM WHICH A 1/2" IRON ROD FOUND BEARS S 52°02'36" W, 0.48 FEET BEING THE NORTHEAST CORNER OF LOT 3B, BLOCK A, TRINITY PRESBYTERIAN CHURCH ADDITION, RECORDED IN CABINET I, PAGE 299, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.);

THENCE S 37°36'19" W ALONG THE NORTH LINE OF SAID LOT 3B, 234.25 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED 'WIERASSOC, INC';

THENCE S 47°39'45" E ALONG THE WEST LINE OF SAID LOT 3B AND LOT 3A OF SAID TRINITY PRESBYTERIAN CHURCH ADDITION, 192.43 FEET TO A POINT BEING THE SOUTH CORNER OF SAID LOT 3A AND A WEST CORNER OF LOT 1R, BLOCK A, TRINITY PRESBYTERIAN CHURCH ADDITION, RECORDED IN VOLUME 2009, PAGE 1, P.R.C.C.T.;

THENCE S 16°15'50" W, ALONG THE EAST LINE OF SAID LOT 2R AND THE WEST LINE OF SAID LOT 1R, A DISTANCE OF 168.25 FEET TO A POINT FROM WHICH A 1/2" IRON ROD FOUND BEARS S 47°09'32" W, 0.63 FEET;

THENCE S 39°23'50" W, ALONG THE EAST LINE OF SAID LOT 2R AND THE WEST LINE OF SAID LOT 1R, A DISTANCE OF 166.98 FEET TO A 1/2" IRON ROD FOUND STAMPED 'JBL', SAID IRON BEING THE NORTH CORNER OF SAID LOT 4 AND A WEST CORNER OF SAID LOT 1R;

THENCE S 72°09'17" E, ALONG THE NORTH LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, A DISTANCE OF 240.39 FEET TO 1/2" IRON ROD FOUND STAMPED 'JBL';

THENCE S 39°55'09" E, ALONG THE NORTH LINE OF SAID LOT 4 AND A WEST LINE OF SAID LOT 1R, 33.56 FEET TO A 1/2" IRON ROD STAMPED 'JBL', SAID IRON ROD BEING A NORTHEAST CORNER OF SAID LOT 4 AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 61.27 FEET ALONG THE EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, SAID CURVE HAVING A RADIUS OF 52.00 FEET, A DELTA ANGLE OF 67°31'04", A CHORD BEARING OF S 05°10'21" E, 57.79 FEET TO A 1/2" IRON ROD STAMPED 'JBL';

THENCE S 38°55'53" E, ALONG THE EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, 14.45 FEET TO A 1/2" IRON ROD STAMPED 'JBL';

THENCE S 48°36'48" W, ALONG THE EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, 24.97 FEET TO A 1/2" IRON ROD STAMPED 'JBL', SAID IRON ROD BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 105.04 FEET ALONG THE EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, SAID CURVE HAVING A RADIUS OF 232.01 FEET, A DELTA ANGLE OF 25°56'28", A CHORD BEARING OF S 28°24'57" E, 104.15 FEET TO A 1/2" IRON ROD STAMPED 'JBL';

THENCE S 15°26'43" E, ALONG THE EAST LINE OF SAID LOT 4 AND THE WEST LINE OF SAID LOT 1R, A DISTANCE OF 149.89 FEET TO A 1/2" IRON ROD FOUND STAMPED 'JBL' BEING THE SOUTHEAST CORNER OF SAID LOT 4, THE SOUTHWEST CORNER OF SAID LOT 1R, THE NORTH RIGHT-OF-WAY LINE OF SAID HEDGCOXE ROAD AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 433.57 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HEDGCOXE ROAD, SAID CURVE HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 26°17'15", A CHORD BEARING OF S 89°46'59" W, 429.78 FEET TO A POINT;

THENCE N 77°04'24" W, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HEDGCOXE ROAD, A DISTANCE OF 370.08 FEET TO A 1" IRON ROD FOUND WITH A CAP STAMPED 'WIERASSOC, INC' BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHWESTERLY, AN ARC LENGTH OF 38.26 FEET, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 855.00 FEET, A DELTA ANGLE OF 02°33'51" AND A CHORD BEARING N 78°21'18" W, 38.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.261 ACRES (403,416 SQUARE FEET) OF LAND.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT CITY OF PLANO AND RBN HEDGE INVESTMENTS, LTD ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED AGENT, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS LOTS 2R, 4R AND 5, BLOCK "A", TRINITY PRESBYTERIAN CHURCH ADDITION, AN ADDITION TO THE CITY OF PLANO, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF PLANO. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF PLANO'S USE THEREOF. THE CITY OF PLANO AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF PLANO AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS, AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS, AND MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER, AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT, AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS, SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

THAT THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE (THEY) SHALL CONSTRUCT UPON THE FIRE LANE EASEMENT, AS DEDICATED AND SHOWN HEREON, A HARD SURFACE AND THAT HE (THEY) SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREE AND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESS OF THE FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES STATING "FIRE LANE, NO PARKING". THE POLICE OR HIS DULY AUTHORIZED REPRESENTATIVE IS HEREBY AUTHORIZED TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS (CALLED OWNERS) AND APPROVED BY THE CITY OF PLANO, (CALLED CITY) SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEE, SUCCESSORS, AND ASSIGNS: THE DRAINAGE AND FLOODWAY EASEMENT AS SHOWN AND DESCRIBED BY BEARINGS AND DISTANCES ON LOTS 4R AND 5, BLOCK A, OF THE PLAT IS CALLED DRAINAGE AND FLOODWAY EASEMENT. THE DRAINAGE AND FLOODWAY EASEMENT IS HEREBY DEDICATED TO THE PUBLIC'S USE FOREVER, BUT INCLUDING THE FOLLOWING COVENANTS WITH REGARD TO MAINTENANCE RESPONSIBILITIES. THE EXISTING CREEK OR CREEKS TRAVERSING THE DRAINAGE AND FLOODWAY EASEMENT WILL REMAIN AS AN OPEN CHANNEL AT ALL TIMES AND SHALL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND FLOODWAY EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID CREEK OR CREEKS OR FOR ANY DAMAGE OR INJURY TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER ALONG SAID CREEK, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND FLOODWAY EASEMENT. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO CHANNELIZE OR CONSIDER ERRECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE, THEN IN SUCH EVENT, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE DRAINAGE AND FLOODWAY EASEMENT AT ANY POINT, OR POINTS, WITH ALL RIGHTS OF INGRESS AND EGRESS, TO INVESTIGATE, SURVEY, ERECT, CONSTRUCT, OR MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY BY THE CITY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE NATURAL DRAINAGE CHANNELS AND CREEKS TRAVERSING THE DRAINAGE AND FLOODWAY EASEMENT TO ITS PROPER CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY OF PLANO SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE CHANNELS AND CREEKS THROUGH THE DRAINAGE AND FLOODWAY EASEMENT, AS IN THE CASE OF ALL NATURAL CHANNELS, ARE SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR INJURIES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, NOR RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE NATURAL DRAINAGE CHANNELS, AND THE OWNERS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH DAMAGES AND INJURIES. BUILDING AREAS OUTSIDE THE DRAINAGE AND FLOODWAY EASEMENT LINE SHALL BE FILLED TO A MINIMUM ELEVATION AS SHOWN ON THE PLAT. THE MINIMUM FLOOR ELEVATION FOR EACH LOT SHALL BE AS SHOWN ON THE PLAT.

TRACT A DEDICATION BY RBN HEDGE INVESTMENTS, LTD, TO THE CITY OF PLANO

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, RBN HEDGE INVESTMENTS, LTD THROUGH ITS AUTHORIZED OFFICERS, DO HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF PLANO THE 0.158 ACRE TRACT A AS SHOWN ON THE PLAT MAP HEREIN AND MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 153, CITY OF PLANO, COLLIN COUNTY, TEXAS, A PORTION OF LOT 2R, BLOCK A, TRINITY PRESBYTERIAN CHURCH ADDITION, RECORDED IN VOLUME 2009, PAGE 1, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 2R, FROM WHICH A 1" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HEDGCOXE ROAD (A 110' RIGHT-OF-WAY) BEARS S01°55'17" E, 184.27 FEET, SAID 1" IRON ROD BEING THE SOUTHEAST CORNER OF SAID LOT 2R;

THENCE S 66° 39' 50" W 27.50 FEET TO A POINT;

THENCE N 14° 12' 48" W 116.48 FEET TO A POINT;

THENCE N 08° 52' 23" E 82.22 FEET TO A POINT;

THENCE N 67° 34' 50" E 29.29 FEET TO A POINT;

THENCE S 16° 26' 17" E 64.87 FEET TO A POINT 60D NAIL FOUND IN THE COMMON EAST LINE OF SAID LOT 2R AND THE WEST LINE OF LOT 4, BLOCK A, OF SAID TRINITY PRESBYTERIAN CHURCH ADDITION;

THENCE S 39° 23' 50" W ALONG THE COMMON LINE OF SAID LOTS 2R AND 4, 41.92 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 12° 37' 04" E 102.28 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.158 ACRES OF LAND, MORE OR LESS.

TRACT B DEDICATION BY CITY OF PLANO TO RBN HEDGE INVESTMENTS, LTD.

THAT WE, CITY OF PLANO, THROUGH ITS AUTHORIZED OFFICERS, DO HEREBY DEDICATE IN FEE SIMPLE TO RBN HEDGE INVESTMENTS, LTD THE 0.158 ACRE TRACT B AS SHOWN ON THE PLAT MAP HEREIN AND MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEING A TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 153, CITY OF PLANO, COLLIN COUNTY, TEXAS, A PORTION OF LOT 4, BLOCK A, TRINITY PRESBYTERIAN CHURCH ADDITION, RECORDED IN VOLUME 2009, PAGE 1, PLAT RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HEDGCOXE ROAD, (A 110' RIGHT-OF-WAY), BEING THE SOUTHWEST CORNER OF SAID LOT 4 AND THE SOUTHEAST CORNER OF LOT 2R, BLOCK A, OF SAID TRINITY PRESBYTERIAN CHURCH ADDITION;

THENCE N 03°10'19" E, ALONG THE COMMON WEST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID LOT 2R, A DISTANCE OF 125.69 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED 'WIER & ASSOC INC

THENCE N 12°37'04" W, CONTINUING ALONG THE COMMON WEST LINE OF SAID LOT 4 AND A EAST LINE OF SAID LOT 2R, A DISTANCE OF 60.12 FEET TO A POINT BEING IN A WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO RBN HEDGE INVESTMENT, LTD, RECORDED IN DOCUMENT NUMBER 20080708000829120, DEED RECORDS, COLLIN COUNTY, TEXAS, (D.R.C.C.T.) ;

THENCE N 68°39'50" E, DEPARTING THE WEST LINE OF SAID LOT 4, THE EAST LINE OF SAID LOT 2R AND ALONG A WEST LINE OF SAID RBN HEDGE INVESTMENT TRACT, A DISTANCE OF 40.14 FEET TO A FLOODWAY MONUMENT FOUND;

THENCE S 03°11'47" E, ALONG A WEST LINE OF SAID RBN HEDGE INVESTMENT TRACT, A DISTANCE OF 208.72 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID HEDGCOXE ROAD, THE SOUTHWEST CORNER OF SAID RBN HEDGE INVESTMENT TRACT AND BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHWESTERLY AN ARC LENGTH OF 43.13 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID HEDGCOXE ROAD, SAID CURVE TO THE RIGHT HAVING A RADIUS OF 945.00 FEET, A DELTA ANGLE OF 02°36'54", AND A CHORD BEARING OF N 78°51'48" W, 43.13 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.158 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF PLANO, TEXAS.

WITNESS, MY HAND, THIS THE _____ DAY OF _____ 2011.

RBN HEDGE INVESTMENTS, LTD

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF PLANO, TEXAS.

WITNESS, MY HAND, THIS THE _____ DAY OF _____ 2011.

CITY OF PLANO

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S STATEMENT

THAT I, ULYS LANE III, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON SHALL BE PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME OR UNDER BY DIRECTION AND SUPERVISION AND IS IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF PLANO, TEXAS.



ULYS LANE III
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 2411

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL:

APPROVED THIS _____ DAY OF _____ 2011
BY THE PLANNING AND ZONING COMMISSION, CITY OF PLANO, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY ENGINEER OR SECRETARY, PLANNING AND ZONING COMMISSION

MAYOR, CITY OF PLANO

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREOF EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**REPLAT
LOTS 2R, 4R & 5,
BLOCK "A"
TRINITY
PRESBYTERIAN
CHURCH ADDITION**
*BEING A REPLAT OF LOTS 2R & 4, BLOCK A,
TRINITY PRESBYTERIAN CHURCH ADDITION
AN ADDITION TO THE CITY OF PLANO,
COLLIN COUNTY, TEXAS, BEING 16.248 ACRES
OF LAND LOCATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY No. 7,
ABSTRACT No. 153, CITY OF PLANO,
COLLIN COUNTY, TEXAS.*

PREPARED: AUGUST 18, 2011

**OWNER LOT 2R:
CITY OF PLANO
1520 AVENUE K
PLANO, TEXAS 75086
(972) 941-7000**

**OWNER LOT 4R & 5:
RBN HEDGE INVESTMENTS, LTD.
2415 COIT ROAD, SUITE C
PLANO, TEXAS 75075
(972) 596-4335**

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700
6849 ELM STREET FRSO, TEXAS 75034 METRO (214)387-8000
Texas Firm Registration No. F-2776 www.WierAssociates.com



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 12, 2011		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Karen Suiter x7566				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$265,000, for the provisions of various community services; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	265,000		265,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-265,000	0	-265,000
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the 2011-12 Budget for the Buffington Community Services Grants. STRATEGIC PLAN GOAL: Community Services grants relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
This Resolution establishes agreements for BCSG funding with various agencies. Approval of the resolution will enable the agencies to begin using BCSG grant funds effective October 1, 2011. The 2011 funding amounts and recipients were considered by the City Council at their June 13, 2011 meeting.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution including a Sample Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$265,000 for the provisions of various community services; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.

WHEREAS, the City Council has been presented proposed Agreements by and between the City of Plano and the Assistance Center of Collin County, Assistance League of Greater Collin County, CASA of Collin County, City House, Inc., Collin County Adult Clinic, Collin County Committee on Aging, Community Dental Care, Family Outreach, Hope's Door, Journey of Hope, Plano Children's Medical Clinic, Plano Community Charity, The Samaritan Inn, and The Turning Point Rape Crisis Center, and a sample copy of which is attached hereto as "Exhibit A", which establish the terms and conditions of funding; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Plano that the Buffington Community Services funds be utilized for the purposes for which they were granted to each of the entities listed herein, and that each such purpose is a valid public purpose; and

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

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

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

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

Section III. - This resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER,
2011.**

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**Funding Agreement Between the City of Plano
and
(insert SUBRECIPIENT name)**

Buffington Community Service Grant 2011-2012

This Agreement, entered this 1st day of October, 2011, by and between the City of Plano (herein called the “City”) and **(insert)** (herein called “Subrecipient”).

WHEREAS, the City has determined that funding programs toward achieving Consolidated Plan goals and objectives constitutes a valid public purpose;

WHEREAS, the City has designated Buffington Community Service monies to carry out such goals and objectives;

WHEREAS, the City is in need of assistance to further these objectives and it is the desire of the Subrecipient to engage in the performance of certain activities related to the City of Plano’s Consolidated Plan; and

WHEREAS, it is in the best interests of the citizens of Plano that the Buffington Community Services funds be utilized for the purposes listed herein,

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the objectives and goals for the City of Plano’s desire to provide community services to its citizens.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Grant Budget (**Exhibit “A”**);
- (b) Current Year Consolidated Grant Application, Section 2, Program To Be Funded (**Exhibit “B”**);
- (c) Insurance Requirements (**Exhibit “C”**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit “D”**)

These documents make up the Agreement Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Agreement Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Agreement Documents in the order

in which they are listed above. These documents shall be referred to collectively as the "Agreement Documents."

B. Program Delivery Activities

Subrecipient will carry out activities as described in Section 2 of their Consolidated Grant Application, and provided in **Exhibit B** attached hereto and incorporated herein by reference. **(INSERT ANY KNOWN CHANGES OR EXCEPTIONS HERE)** Modifications to the activities described in **Exhibit B** prior to or during the term of the contract that impact the quality, quantity or availability of services to Plano clients are acceptable only as agreed by the City, per the Community Services Manager's written approval.

C. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total (Persons/Families or Households)/Year</u>
<u>(Activity 1)</u>	<u>(X)</u>
<u>(Activity 2)</u>	<u>(X)</u>

D. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2012. If, during the term of this Agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is approved by the City Manager or his/her designee. No expenditure of funds in performance with the proposed change is permitted until written approval is executed by the City Manager or his/her designee. Expenditures prohibits include social functions, parties, receptions, refreshments or beverages; licensing fees of any kind; underwriting, investments, stocks, bonds, or other financial obligation; and interest and/or depreciation on loans fines, penalties or costs of litigation.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2011, and terminate on the 30th day of September 30, 2012.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference for line item budget. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to **Exhibit A** must be approved in writing by the Community Services Manager before the budget revision can be effective and cannot change the scope of the project funded under this contract.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$(amount)** for the payment of eligible expenses and shall be made against the line item budgets specified in **Exhibit A**. herein and in accordance with performance.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives, or their designee:

<u>City</u>	<u>Subrecipient</u>
Christina Day, Manager	<u>(Name)</u>
Community Services	<u>(Title)</u>
City of Plano	<u>(Agency)</u>
1520 Avenue K	<u>(Address)</u>
Plano, Texas 75074	<u>(Phone)</u>
972-941-5262	
chrisd@plano.gov	

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano’s guidelines and restrictions for the use of BCSG funds.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from all unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance, as the Subrecipient.

C. Insurance

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit C** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the Community Development Coordinator prior to execution of this Agreement.

Insurance provided by Agency is subject to approval by City.

D. Indemnification

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

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

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the City in providing Buffington Community Service Grant resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract. The Subrecipient further agrees to utilize funds available under this Agreement rather than supplant funds otherwise available.

F. Amendments

The City or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State, or local guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City, and the Subrecipient.

G. Suspension or Termination

1. Failure to Comply with Terms

If Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) disallow all or part of the cost of the activity or action not in compliance resulting in the return of funds related to any non-compliant activities; (2) wholly or partly suspend or terminate the current award for the Subrecipient's program, (3) withhold further awards for the program, or (4) take other remedies that are legally available.

2. Termination

If Subrecipient materially fails to comply with any term of this agreement, this agreement may be terminated by the City upon thirty (30) day written notification to the Subrecipient, setting forth the reasons for such termination, and in the case of partial termination, the portion to be terminated. All services being terminated shall cease upon the date such notice is received.

This agreement may be terminated by Subrecipient upon thirty (30) day written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with and agrees to adhere to accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to, records providing a full description of each activity undertaken and records required to determine the eligibility of activities.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of the Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnic breakdown, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor Subrecipient or their designees at any time during normal business hours, as often as the City or grantor Subrecipient deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

6. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City or its agent, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

C. Reporting and Payment Procedures

Subrecipient shall submit to City a quarterly Performance Report in a format prescribed by City and shall include the amount of funds obligated and expended for each of the eligible activity and number of beneficiaries served. Subrecipient shall submit a Performance Report quarterly no later than the final day of the following month after the completion of the quarter until all Buffington Community Service Grant amounts are reported and expended.

VIII. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to

the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

E. Subcontracts

1. Approvals

The Subrecipient shall not enter into any subcontracts with any Subrecipient or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

2. Payment Obligations to Third Parties

The City shall not be obligated or liable under this Agreement to any party other than the instant subrecipient for payment of any monies or for provision of any goods or services.

3. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

5. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

F. Affidavit of No Prohibited Interest

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

G. Lobbying

The Subrecipient hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

H. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious beliefs, or for the benefit of a religious organization.

I. Venue

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

XI. 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.

XII. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. Signed on the date indicated below.

(Subrecipient Name)

(individual), (title)
(insert SUBRECIPIENT name)

Date: _____

City of Plano, Texas

Christina Day
Community Services Manager

Date: _____

Approved as to Form

Diane C. Wetherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, **(Individual), (Title), of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization)** on behalf of said **(Organization)**.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, Christina Day, Community Services 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
2011 BUDGET: (INSERT SUBRECIPIENT'S NAME)

Exhibit B

**PROGRAM DELIVERY ACTIVITIES PER
SECTION 2 OF CURRENT YEAR CONSOLIDATED GRANT APPLICATION**

Exhibit C

INSURANCE REQUIREMENTS

Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Subrecipient, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Subrecipient shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence”) form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Subrecipient." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Subrecipient's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Subrecipient's insurance and shall not contribute with it.

Coverage shall be primary and non-contributory. Primary and non-contributory endorsement must be attached to the original certificate when submitted.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A: VI or, a Standard & Poor's rating of A or better.

The Subrecipient shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2011			
Department:		Planning			
Department Head		Phyllis Jarrell			
Agenda Coordinator (include phone #): Karen Suiter x7566					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$191,016 and HOME funds in the amount of \$293,707 for the provisions of various community services and developments; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	365,870	118,853	484,723
Encumbered/Expended Amount		0	0	0	0
This Item		0	-365,870	-118,853	-484,723
BALANCE		0	0	0	0
FUND(S): HUD GRANT FUND					
<p>COMMENTS: This item, in the total amount of \$484,723 is included in the 2011-12 Budget. Of the total amount, \$365,870 will be expended in 2011-12 while \$118,853 will be expended in 2012-13.</p> <p>STRATEGIC PLAN GOAL: Funding for various community organizations relates to the City's goal of Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>This Resolution establishes agreements for CDBG and HOME funding with various agencies. Approval of the resolution will enable the agencies to begin using CDBG and HOME grant funds effective October 1, 2011. These funding amounts and recipients were approved by the City Council at their June 27, 2011 meeting as part of the City's Action Plan, which details the annual use of U.S. Department of Housing and Urban Development funds.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution including Sample Agreements					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$191,016 and HOME funds in the amount of \$293,707 for the provisions of various community services and developments; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.

WHEREAS, the City Council has determined that various social service agencies operating within the City of Plano should receive a portion of the Community Development Block Grant funds and HOME funds received from the U. S. Department of Housing and Urban Development; and

WHEREAS, the City Council has been presented proposed CDBG public service, CDBG construction, and HOME agreements by and between the City of Plano and various social service agencies, sample copies of which are attached hereto as Exhibits "A", "B", and "C" respectively, which establish the general terms and conditions of funding; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Plano that the Community Development Block Grant funds and HOME funds be utilized for the purposes for which they were granted to each of the agencies listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence, a Deputy City Manager, shall be authorized to execute them on behalf of the City of Plano;

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

Section I. - The terms and conditions of the Agreements with the below-named agencies in the amounts specified, having been reviewed by the City Council and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved:

Community Development Block Grant Funds:	
Boys and Girls Clubs of Collin County	\$ 22,000
Communities in Schools Dallas Region	\$ 18,000
Health Services of North Texas	\$ 10,000
Jewish Family Services	\$ 14,000
LaunchAbility	\$ 10,000
Maurice Barnett Geriatric Wellness Center – Gatekeeper	\$ 23,000
Maurice Barnett Geriatric Wellness Center – PHC	\$ 30,000
Plano Housing Corporation	\$ 20,261
<u>The Samaritan Inn – Homelessness Prevention</u>	<u>\$ 43,755</u>
Total:	\$191,016

HOME Funds:	
Christ United Methodist Church	\$ 35,000
Habitat for Humanity of South Collin County	\$120,000
<u>Plano Housing Corporation</u>	<u>\$138,707</u>
Total:	\$293,707

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

Section III. - This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**Funding Agreement Between the City of Plano
and
(Insert SUBRECIPIENT's Name)**

**U.S. Department of Housing & Urban Development
Community Development Block Grant, CFDA Title 14-218, B-11-MC-48-0035**

This Agreement, entered this 1st day of October, 2011 by and between the City of Plano (herein called the "City") and **(Insert)** (herein called "Subrecipient").

WHEREAS, the City has received Federal grant monies to carry out the goals and objectives of the City of Plano's Consolidated Plan;

WHEREAS, the City is in need of assistance to further this program; and

WHEREAS, it is the desire of the parties hereto that Subrecipient engage in the performance of certain activities and in the development of programs related to the City of Plano's Consolidated Plan;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of **(Insert objective, ex. benefiting low-and moderate-income persons, limited clientele)**, as defined in **(Insert reference, ex. 24 CFR Part 570.208(a)(2))**. The activity is eligible for funding under **(Insert reference, ex. 24 CFR 570.201(e))**. This program is a Public Service activity being reported with an objective of **(Insert objective, ex. Suitable Living Environment)** and an outcome of **(Insert outcome, ex. Availability/Accessibility (SL-1))** in the Performance Measurements Standards set forth by HUD.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Grant Budget (**Exhibit "A"**);
- (b) Current Year Consolidated Grant Application, Section 2, Program To Be Funded (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

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

B. Activities

Subrecipient will carry out activities as described in Section 2 of their Consolidated Grant Application, and provided in **Exhibit B** attached hereto and incorporated herein by reference. **(INSERT ANY KNOWN CHANGES OR EXCEPTIONS HERE)** Modifications to the activities described in Exhibit D prior to or during the term of the contract that impact the quality, quantity or availability of services to Plano clients are acceptable only as agreed by the City, per the Community Services Manager’s written approval.

C. Levels of Accomplishment

<u>Activity</u>	<u>Total (Persons/Families or Households)/Year</u>
<u>(Activity 1)</u>	<u>(X)</u>
<u>(Activity 2)</u>	<u>(X)</u>

D. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2012. Any grant funds remaining with Subrecipient which are not expended or encumbered on September 30, 2012 will be returned to the City unless otherwise extended in writing. If, during the term of this Agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is not in violation of Community Development Block Grant Regulations. Such change may be allowed only after approval by Subrecipient’s Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in performance with the proposed change is permitted until written approval is executed by the City Manager or his designee.

E. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as required herein once annually or as it deems necessary. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. If compliance is not feasible, Subrecipient is obligated to reimburse the City the amount funded for the particular activity.

F. Eligibility of Clients

In accordance with 24 CFR Part 570.208(a)(2)(A), the activity carried out with the funds provided under this agreement **(Insert is or is not)** for a presumed benefit clientele as defined by the U.S. Department of Housing and Urban Development (HUD). All applicable documentation will be maintained by the Subrecipient to document **(Insert limited clientele or income qualification)** eligibility.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2011 and terminate on the 30th day of September, 2012. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. If an extension is needed, written requests should be submitted by August 15, 2012.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference for line item budget. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this budget must be approved in writing by the Community Services Manager before the budget revision can be effective and cannot change the scope of the project funded under this contract.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **(Insert Amount)**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance. With the submission of original bills with proper documentation for the services described in Section I.B , Activities, the Subrecipient will be reimbursed within 30 days after the Subrecipient has submitted all proper documentation to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City
Christina Day, Manager
Community Services
City of Plano
1520 Avenue K
Plano, Texas 75074
972-941-5262
Fax: 972-941-7396

Subrecipient
(Insert contact information)

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano's Subrecipient Compliance Manual. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's compensation Insurance, as the Subrecipient.

C. Insurance

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit B** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the CDBG Administrator at the execution of this Agreement. Insurance provided by Agency is subject to approval by City.

D. INDEMNIFICATION

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

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

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

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the City in providing Community Development Block Grant resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract. The Subrecipient further agrees to utilize funds available under this Agreement rather than supplant funds otherwise available.

F. Amendments

The City or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State, or local guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City, and the Subrecipient.

Any request for transfer of funds among the contract budget categories submitted by the Subrecipient will require written approval from the City of Plano, before the transfer can be effective. The Subrecipient may make transfer of CDBG funds between or among budget categories of **Exhibit A** attached hereto and incorporated herein by reference without requiring a formal amendment to this contract provided:

1. The cumulative dollar amount of all transfers among budget categories is equal to or less than ten percent (10%) of the total amount of the budget;
2. The transfer will not change the scope of the project funded under this contract; and
3. The Subrecipient submits to City of Plano, a written statement specifying reason for transfer request, amount of funds to be transferred and identification of effected budget categories.

All other transfer of funds will require a formal amendment

G. Suspension or Termination

1. Failure to Comply with Terms

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or other more severe enforcement action by the City; (2) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award for the Subrecipient's program, (4) withhold further awards for the program, or (5) take other remedies that are legally available.

2. Termination

In accordance with 24 CFR 85.44(a), this contract may be terminated at any time by the City with the consent of Subrecipient, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

In accordance with 24 CFR 85.44(b), this contract may be terminated by Subrecipient upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, this contract may be terminated by the City upon written notification to the Subrecipient, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

In the event of termination, whether voluntary or involuntary, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H. Reversion of Assets

Upon the expiration of this agreement, the subrecipient shall transfer to the City of Plano any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must be either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) In what code? Is this in the CFR? Should give code reference if able. until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- (ii) Not used in accordance with paragraph (i) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG fund for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (i) of this section.)

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of the Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5)

years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnic breakdown, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. **ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT.**

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor Subrecipient, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor Subrecipient deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit

requirements will constitute a violation of this contract and may result in the withholding of future payments.

In accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 (Public Law 104-156), and revised OMB Circular A-133, subrecipients expending Federal Funds of \$500,000 or more in a fiscal year, are required to have an annual independent audit and a copy of the audit is to be forwarded to Housing & Community Development Services upon completion.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

3. Performance Reports

Subrecipient shall submit to City a quarterly Performance Report in a format prescribed by City and shall include the amount of funds obligated and expended for each of the eligible activity and number of beneficiaries served..

Subrecipient shall submit a Performance Report quarterly no later than the final day of the following month after the completion of the quarter until all Community Development Block Grant amounts are reported and expended. The Subrecipient shall submit Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

Subrecipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement Subrecipient shall comply at a minimum with the non-profit procurement standards at 24 CFR 84.40-48.

Purchases of items costing \$25,000 or more require sealed bids. The sealed bid process can be complicated; therefore, the Subrecipient is required to contact the City of Plano Grants

Coordinator's office for assistance prior to starting the bid process.

For purchases of items costing between \$3,000 and \$25,000 three (3) written quotes for the item are required. These quotes should be placed in the Project file. If the Subrecipient is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000, only one quote is required. The sales slip from the store where the item was bought will suffice. Subrecipient is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24CFR 570.502(b)(3)(vi) covering utilization and disposal of property.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and with fair housing and nondiscrimination provisions set forth in 24 CFR 570.601 and 24 CFR 570.602.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting SUBRECIPIENT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain

compliance with the rules, regulations and provisions stated herein related to this contract.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the labor standards as set forth in 24 CFR 570.603.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors.

The Subrecipient further agrees to ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project be given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

b. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor Subrecipient.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Subrecipient or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Subrecipient shall also comply with 24 CFR 570.609 with regard to debarment, suspension, or ineligibility status of selected subcontractors.

b. Payment obligations to third parties

The City shall not be obligated or liable under this Agreement to any party other than the instant subrecipient for payment of any monies or for provision of any goods or services.

c. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

d. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

e. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Affidavit of No Prohibited Interest

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

5. Lobbying

The Subrecipient hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor Subrecipient reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in

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

XII. 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.

XI. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. **SIGNED** on the date indicated below.

(SUBRECIPIENT)

(Name)
(Title)

Date: _____

CITY OF PLANO, TEXAS

Christina Day
Community Services Manager

Date: _____

APPROVED AS TO FORM

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **(Individual), (Title) of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization), on behalf of said (Organization).**

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Christina Day, Community Services 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

2011 BUDGET: (INSERT SUBRECIPIENTS NAME)

Exhibit B

PROGRAM DELIVERY ACTIVITIES PER
SECTION 2 OF CURRENT YEAR CONSOLIDATED GRANT APPLICATION

Exhibit C

INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Agency." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

Coverage shall be primary and non-contributory. Primary and non-contributory endorsement must be attached to the original certificate when submitted.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A: VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.

Exhibit D

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Subrecipient") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Subrecipient

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of _____



**Funding Agreement Between the City of Plano
and
(Insert SUBRECIPIENT's Name)**

**U.S. Department of Housing & Urban Development
Community Development Block Grant, CFDA Title 14-218, B-11-MC-48-0035**

This Agreement, entered this 1st day of October, 2011 by and between the City of Plano (herein called the "City") and (herein called "Subrecipient")

WHEREAS, the City has received Federal grants monies to carry out the goals and objectives of the City of Plano's Consolidated Plan.

WHEREAS, the City is in need of assistance to further this program; and

WHEREAS, it is the desire of the parties hereto that Subrecipient engage in the performance of certain activities and in the development of programs related to the City of Plano's Consolidated Plan.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG'S program's National Objective of **(Insert objective, ex. benefiting low-and moderate-income persons, limited clientele)**, as defined in **(Insert reference, ex. 24 CFR Part 570.208(a)(2))**. The activity is eligible for funding under **(Insert reference, ex. 24 CFR 570.201(e))**. This program is an activity being reported with an objective of **(Insert objective, ex. Suitable Living Environment)** and an outcome of **(Insert outcome, ex. Availability/Accessibility (SL-1))** in the Performance Measurements Standards set forth by HUD.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Budget (**Exhibit "A"**);
- (b) Insurance Requirements (**Exhibit "B"**); and
- (c) Affidavit of No Prohibited Interest (**Exhibit "C"**).

These documents make up the Agreement Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the

provisions of the Agreement Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Agreement Documents in the order in which they are listed above. These documents shall be referred to collectively as the “Agreement Documents.”

B. Activities

The Subrecipient shall be responsible for administering the **(Insert Project)**, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

(Describe project/ Describe the clients served from grant request.)

C. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	-	<u>Total Units/Year</u>
Decent, Affordable Housing Units		<u>(insert)</u>

D. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2013. Any Grant funds remaining with Subrecipient which are not expended or encumbered on September 30, 2013 will be returned to the City unless otherwise extended in writing. If, during the term of this Agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is not in violation of Community Development Block Grant Regulations. Such change may be allowed only after approval by Subrecipient’s Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in performance with the proposed change is permitted until written approval is executed by the City Manager or his designee.

E. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as required herein once annually or as it deems necessary. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. If compliance is not feasible, Subrecipient is obligated to reimburse the City the amount funded for the particular activity.

F. Eligibility of Clients

In accordance with 24 CFR Part 570.208(a)(2)(A), the activity carried out with the funds provided under this agreement **(Insert is or is not)** for a presumed benefit clientele as defined by the U.S. Department of Housing and Urban Development (HUD). All applicable documentation will be maintained by the Subrecipient to document **(Insert limited clientele or income qualification)** eligibility.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2011 and terminate on the 30th day of September, 2013. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. If an extension is needed, written requests should be submitted by August 15, 2013.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference for line item budget. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to **Exhibit A** must be approved in writing by the City's Neighborhood Services Manager before the amendment can be effective and cannot change the scope of the project funded under this contract.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **(Insert amount)**. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance. With the submission of original monthly bills with proper documentation for the services described in Section I.B, Activities, the Subrecipient will be reimbursed within 30 days after the Subrecipient has submitted all proper documentation to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY NO LATER THAN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City
Christina Day, Manager
Community Services
City of Plano
1520 Avenue K
Plano, Texas 75074
972-941-5262
Fax: 972-941-7396

Subrecipient
(Insert)

VI. SPECIAL CONDITIONS

A. Use of Property

Except as provided in 24 CFR 570.505. (a)-(d), and prior written approval of the City of Plano, Subrecipient may not change the use of the property located at **(Insert)** within five (5) years of the contract close-out date.

B. Obligation to Meet National Objective

If the funding is in excess of \$25,000, the real property that was acquired or improved in whole or in part with CDBG funds, located at **(Insert location)** must continue to meet the National Objective specified in 1A above, until five years after the expiration of the agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano's Subrecipient Compliance Manual, as updated. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's compensation Insurance, as the Subrecipient.

C. Insurance Requirements

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit B** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the CDBG Administrator at the execution of this Agreement. Insurance provided by Agency is subject to approval by City. The subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110 Insurance.

D. INDEMNIFICATION

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

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

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

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the City in providing Community Development Block Grant resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The City or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City, and the Subrecipient.

Any request for transfer of funds among the contract budget categories submitted by the Subrecipient will require written approval from the City of Plano, before the transfer can be effective. The Subrecipient may make transfer of CDBG funds between or among budget categories of **Exhibit A** attached hereto and incorporated herein by reference , without requiring a formal amendment to this contract provided:

1. The cumulative dollar amount of all transfers among budget categories is equal to or less than ten percent (10%) of the total amount of the budget;
2. The transfer will not change the scope of the project funded under this contract; and
3. The Subrecipient submits to City of Plano, a written statement specifying reason for transfer, request, amount of funds to be transferred, and identification of effected budget categories.

All other transfer of funds will require a formal amendment.

G. Suspension or Termination

1. Failure to Comply with Terms

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or other more severe enforcement action by the City; (2) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award for the Subrecipient's program, (4) withhold further awards for the program, or (5) take other remedies that are legally available.

2. Termination

In accordance with 24 CFR 85.44(a), this contract may be terminated at any time by the City with the consent of Subrecipient, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

In accordance with 24 CFR 85.44(b), this contract may be terminated by Subrecipient upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, this contract may be terminated by the City upon written notification to the Subrecipient, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

In the event of termination, whether voluntary or involuntary, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H. Reversion of Assets

Upon the expiration of this agreement, the subrecipient shall transfer to the City of Plano any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the

use of CDBG funds. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must be either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) In what code? Is this in the CFR? Should give code reference if able.until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- (ii) Not used in accordance with paragraph (i) of this section, in which even the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (i) of this section.)

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;

- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnic breakdown, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts

570.503(b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor Subrecipient, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor Subrecipient deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

In accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 (Public Law 104-156), and revised OMB Circular A-133, subrecipients receiving in excess of \$300,000 in a fiscal year, or \$500,000 for fiscal years ending after December 31, 2003, are required to have an annual independent audit and a copy of the audit is to be forwarded to Community Development Services upon completion.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

3. Performance Reports

Subrecipient shall submit to City a quarterly Performance Report in a format prescribed by

City and shall include the amount of funds obligated and expended for each of the eligible activity, and number of beneficiaries served.

Subrecipient shall submit a Performance Report quarterly no later than the final day of the following month after the completion of the quarter until all Community Development Block Grant amounts are reported, expended, and all close-out requirements have been met. The Subrecipient shall submit Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

Subrecipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement Subrecipient shall comply at a minimum with the non-profit procurement standards at 24 CFR 84.40-48.

Purchases of items costing \$25,000 or more require sealed bids. The sealed bid process can be complicated; therefore, the Subrecipient is required to contact the City of Plano Grants Coordinator's office for assistance prior to starting the bid process.

For purchases of items costing between \$3,000 and \$25,000 three (3) written quotes for the item are required. These quotes should be placed in the Project file. If the Subrecipient is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000, only one quote is required. The sales slip from the store where the item was bought will suffice. Subrecipient is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with

Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and with fair housing and nondiscrimination provisions set forth in 24 CFR 570.601 and 24 CFR 570.602.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the labor standards as set forth in 24 CFR 570.603.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors.

The Subrecipient further agrees to ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project be given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

b. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Subrecipient shall also comply with 24 CFR 570.609 with regard to debarment, suspension, or ineligibility status of selected subcontractors.

b. Payment obligations to third parties

The City shall not be obligated or liable under this Agreement to any party other than the instant subrecipient for payment of any monies or for provision of any goods or services.

c. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

d. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

e. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Affidavit of No Prohibited Interest

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

5. Lobbying

The Subrecipient hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Venue

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

XII. 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.

XII. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. **SIGNED** on the date indicated below.

(SUBRECIPIENT)

By _____
Name _____
Title _____

Date: _____

CITY OF PLANO, TEXAS

Christina Day
Community Services Manager

Date: _____

APPROVED AS TO FORM

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **(Individual), (Title) of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization), on behalf of said (Organization).**

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Christina Day, Community Services 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

2011 BUDGET: (INSERT SUBRECIPIENTS NAME)

Exhibit B

INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage (“occurrence” form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Agency." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

Coverage shall be primary and non-contributory. Primary and non-contributory endorsement must be attached to the original certificate when submitted.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A: VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.

Exhibit C

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Subrecipient") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Subrecipient

By:

Signature

Print Name

Title

Date

STATE OF TEXAS §

§

COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of _____



**FUNDING AGREEMENT BETWEEN THE CITY OF PLANO
AND
(insert AGENCY name)**

**U.S. Department of Housing & Urban Development
Home Investment Partnership Program, CFDA Title 14-239, M-11-MC-48-0035**

THIS AGREEMENT entered into this 1st day of October, 2011, between the City of Plano (hereinafter referred to as “CITY”), a Texas Home-Rule Municipal Corporation, acting by and through Community Services Division of the Department of Planning, and (insert Agency Name) (hereinafter, referred to as the “AGENCY”).

WHEREAS, City has received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Title II of the National Affordable Housing Act of 1990, (P.L. 10 01-625) hereinafter referred to as “the ACT”; and

WHEREAS, the implementing regulations of “the ACT” at Section 24, Part 92, of the Code of Federal Regulations (Final Rule of the Home Investment Partnership Program), and Subsequent Amendments hereinafter referred to as the “HOME Program”, sets forth the requirements for the use of said funds; and

WHEREAS, the City Council of Plano, by resolution, pursuant to “the ACT”, adopted a Consolidated Plan to carry out housing activities eligible under the HOME Program; and

WHEREAS, the AGENCY applied for funding from the City of Plano’s HOME Program to carry out the acquisition and rehabilitation of housing for sale to low-to-moderate income residents of the City of Plano and hereinafter referred to as the “Project”; and

WHEREAS, the City Council of Plano adopted a budget for the HOME Program Year (2011-2012 beginning October 1, 2011 and ending September 30, 2013 and included therein the award of funds to the AGENCY for funding the “Project”; and

WHEREAS, in consideration of the award of funds by the City Council, the City hereby offers grant assistance to the AGENCY, (subject to the future availability of federal funds) to implement the approved AGENCY “Project” application in accordance with “the ACT” and the “HOME Program”; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, the parties hereto legally intending to be bound hereby, do agree for themselves and their respective successors and assigns as follows:

I. PURPOSES/CONSIDERATION

The purpose of this Agreement is to provide terms and conditions under which City shall administer and make available the HOME Funds in an amount not to exceed **(AMOUNT)** 00/100 Dollars **(\$0.00)** pursuant to the HOME Funds. In Consideration of the City providing the above referenced funding, AGENCY shall pay costs associated with affordable housing and abide by the terms and conditions of this Agreement.

The Agreement shall consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Budget (**Exhibit “A”**);
- (b) HUD Income Limits (**Exhibit “B”**);
- (c) Insurance Requirements (**Exhibit “C”**);
- (d) Affirmative Marketing Policies and Procedures (**Exhibit “D”**); and
- (e) Affidavit of No Prohibited Interest (**Exhibit “E”**).

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

II. TERMS AND CONDITIONS OF USE OF HOME FUNDS

- A.** The AGENCY agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92, the Housing and Urban Development regulations, concerning the HOME Investment Partnerships Program (HOME). The AGENCY also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies, governing the funds provided under this contract, including but not limited to the City of Plano’s Sub-recipient Compliance Manual. The AGENCY further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B.** City is providing the total sum of **(AMOUNT)** 00/100 Dollars **(\$0.00)** in HOME funds.
- C.** AGENCY shall use any and all HOME funds furnished by City under this agreement to provide homeownership housing opportunities for low-to-moderate income persons by **(INSERT ACTIVITY)** which will be purchased and occupied by HOME eligible low-to-moderate income persons as described in the Scope of Work set forth in Section IV and for no other purposes.
- D.** Subsidy limits are set for the HOME Investment. The minimum amount of HOME funds that can be invested is \$1,000 per unit. The Maximum per-unit HOME subsidy limit varies by Participating Jurisdiction. HUD determines the maximum amounts, which are based on the City’s 221(d)(3) program limits for the metropolitan area, each year.

- E.** AGENCY agrees that these HOME funds will not be used for any expenditure incurred before October 1, 2011.
- F.** AGENCY agrees the expenditure of the HOME funds shall be completed on or before September 30, 2013. Any HOME funds remaining with AGENCY which are not expended or encumbered on September 30, 2013 will be returned to the City.
- G.** In Consideration of AGENCY's full and satisfactory performance of this Agreement, the City shall reimburse the actual allowable costs incurred by AGENCY in the performance of the Agreement in an amount not to exceed **(INSERT AMOUNT)** 00/100 Dollars **(\$0.00)**.
- H.** If during the term of this Agreement, AGENCY wishes to utilize HOME funds for purposes other than stated above, such change will be allowed only if the proposed change is not in violation of HOME Regulations. Such change may be allowed only after approval by AGENCY's Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of HOME Funds in conformance with the proposed change is permitted until written approval is received from the City Manager.
- I.** The AGENCY shall provide ongoing compliance requirements of HOME assisted properties for the entire affordability period set forth in Section V.E. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale.
- J.** Timely completion of the specified work in this agreement is an integral part of performance. Expenditure of HOME funds is subject to Federal deadlines, which could result in the loss of the Federal funds. By acceptance and execution of this agreement, it is agreed by the AGENCY that the Project will be completed as expeditiously as possible and that the AGENCY will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds. The necessity of timeliness shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement.
- K.** AGENCY shall not use these funds to purchase equipment that exceeds \$1,000 in total value.

III. INDEPENDENT CONTRACTOR

It is understood that the City enters into this Agreement with AGENCY for the purposes enumerated in Section II hereof, and it is understood that Agency is an Independent contractor and nothing herein shall be construed to constitute AGENCY as an agent, employee, or representative of the City or as expressing any intention of AGENCY to enter into a joint venture with City. As a religious organization, the AGENCY retains its independence from federal, state, and local governments.

IV. SCOPE OF WORK

- A. AGENCY shall (**INSERT SCOPE**). The home(s) will be sold affordably to low-to-moderate income family. The AGENCY will produce (**INSERT NUMBER**) unit(s) of housing.
- B. Per HUD environmental regulations required under 24 DFR 58.5 concerning unit density, construction projects involving five (5) or more housing units must be developed on scattered sites. No more than four (4) sites may be within 2,000 feet of each other. This regulation does not apply to rehabilitation.
- C. Homes shall be constructed in accordance with HOME Program regulations, and AGENCY policy and procedures. Agency policy and procedures for rehabilitation of housing units must be in place prior to any reimbursement for rehabilitation costs.
- D. All homes newly constructed by the Agency shall require Energy Star Certification. A copy of the certification must be presented to the City. The certification must have been provided by an Energy Star certified inspector. A copy must be maintained in the AGENCY file.
- E. HOME funds will not be used on any property that is tenant occupied or that the proposed purchase of the property would force the relocation of the tenant. Documentation will be required to substantiate the status of the last occupant of any non-owner occupied property. Furthermore, if the AGENCY purchases a lot with an existing property, the City must be informed before any demolition could occur, and documentation as to the vacancy of the property will be presented to the City.
- F. It is understood that Agency shall provide a specific working budget and realistic timetable as it relates to construction of new affordable homes including soft costs associated with lot preparation and moving costs. Said budget shall identify all sources and uses of HOME funds, and allocate HOME and non-HOME funds to activities or line items, both as an overall budget which is known as “**Exhibit A**” attached hereto and incorporated herein by reference. An individual unit budget will be submitted prior to fund disbursement for each property acquired, rehabilitated, and sold. Said budget shall include:
 - 1. The line item costs for the construction of the house and how each source of funds is to be utilized in the construction. The construction will be based on a scope of work explained by AGENCY procedures. The scope of work shall provide estimates for the cost of construction.
 - 2. The permanent sources of funding for the repayment of any construction loan.
 - 3. The anticipated sources of temporary or permanent mortgages and any bridge financing that may be necessary.
 - 4. A detailed development schedule delineating the timeline for predevelopment, construction, sale, and closing of the financing for each housing unit.

- 5. The total Project budget unless amended or modified by mutual agreement of the parties.
- G.** The AGENCY shall provide a reconciliation statement prior to closing the sale of each home.
- H.** The Scope of Work will be performed in essentially the manner proposed in the AGENCY's application and AGENCY written procedures.
- I.** The following timetable will be used as a guide for completing the acquisition agreement:

	<u>Purchase Date</u>	<u>Completion date</u>	<u>Sold Date</u>
Property #1	(DATE)	(DATE)	(DATE)

V. HOME PROJECT REQUIREMENTS

A. DISBURSEMENT OF FUNDS

1. Any expense incurred prior to October 1, 2011 (Grant effective date) is not considered to be an eligible expense.
2. No HOME project costs can be incurred, until the City has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.
3. The AGENCY shall provide documentation to the City for each request of HOME Program expenditure under this agreement. The request should be on a City designated form. AGENCY shall attach invoices bills, timesheets, etc. to the form as proof of expenditure. Upon receipt and verification of this documentation and verification that each expense is an eligible HOME expense, the CITY shall arrange for such funding to be paid to AGENCY. All such expenditures shall be in conformance to the approved Project budget. The City reserves the right to withhold payment until adequate documentation has been provided and reviewed. The City also reserves the right to inspect records and Project sites to determine that the reimbursement and compensation requests are reasonable.
4. AGENCY may submit a final invoice upon completion. Final payment shall be made after City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME Regulations, including submission of a completion report, documentation of eligible occupancy (eligible buyer), property standards (final inspection), and long term use restrictions.
5. AGENCY also agrees that failure to expend HOME funds within a reasonable time frame and in an acceptable manner or to complete the project could result in the repayment of funds in accordance with 24 CFR, Sec 92.503(b).

6. Expenses incurred after the termination date will not be reimbursed under the Agreement, and the City shall assume no liability for same. At the time of expiration, and HOME funds on hand and any accounts receivable attributable to the use of HOME funds shall be returned to the City.
7. The HOME funds advanced to the PROJECT will be secured by a note and mortgage (deed of trust).

B. ENVIRONMENTALS

1. Notwithstanding any provision of this agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 50 and 58.
2. The AGENCY shall not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. Any expenditure made prior to the clearance shall not be reimbursed.

C. PROCUREMENT STANDARDS

1. The AGENCY shall establish procurement procedure comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-.48. AGENCY shall also ensure that minority and women-owned businesses have equal opportunity to bid for materials and services contracts. Purchases of items or services costing \$25,000 or more require sealed bids.
2. For purchase of items costing between \$3,000 and \$25,000, three (3) written quotes for the item are required. These quotes should be placed in the Project file. If AGENCY is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.
3. For purchases costing less than \$3,000, only one quote is required. The sales slip from the store where the item was bought will suffice. AGENCY is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

D. HOMEBUYER ELIGIBILITY

1. AGENCY must assure that purchasers of HOME assisted housing have a gross annual household income that does not exceed eighty percent (80%) of area median income (AMI), adjusted for household size, verification of household income must be in accordance with 24 CFR 92.203. Verification

documentation must not be more than 6 months old when the buyer is determined eligible. These income guidelines may be revised, at which time City will notify AGENCY of the changes. Upon such notification, all new clients must meet the revised guidelines.

2. AGENCY shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low- and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.
3. AGENCY will use the 24 CFR Part 5 method of calculating income.
4. AMI charts are provided by HUD annually. Current income eligibility guidelines are shown in **Exhibit B** attached hereto and incorporated herein by reference.
5. Homes purchased by homebuyers must be located in the jurisdiction of the City of Plano.
6. The homebuyer must occupy the home as the principal residence of the recipient of HOME funds throughout the established period of affordability in accordance with 24 CFR 92.254 (a) (4).
7. The homebuyer's monthly housing cost (PITI) does not need to meet initial affordability requirements (e.g., 30% of annually gross income), nor does the PITI need to remain below a fixed percentage of gross monthly income over time.
8. The homebuyer will have a fee simple title to the property.
9. Ownership may be subject only to mortgages, deeds of trust, deed restrictions, or other debt instruments approved by the City of Plano.

E. AFFORDABILITY PERIOD

1. The HOME program sets affordability periods that relate to the resale of the property. The affordability period is based on the amount of HOME funds provided for the property.

If the homebuyer sells the property within the affordability period, recapture or resale requirements will be placed on the resale of the property.

<u>HOME Funds Provided</u>	<u>Affordability Period</u>
<\$15,000	5 years
\$15,000-\$40,000	10 years
>\$40,000	15 years

2. The AGENCY will track the homeowner for the entire affordability period and keep the City informed of residency and property status.

F. RECAPTURE AND REPAYMENT OF HOME FUNDS

1. The sale of the property by the homeowner during the affordability period triggers repayment of the direct HOME subsidy that the buyer received when he/she originally purchased the home.
2. The City has chosen the Recapture Option as a mechanism to reclaim all or part of proceeds from the sale of the property.
3. The City will use the “reduction during the affordability period (forgiveness)” method of calculation and “shared insufficient proceeds” as its method of determining the amount of repayment required.
 - a. Under this method the direct HOME subsidy will be prorated and forgiven on a monthly basis. For example a 5 year affordability period will be forgiven at the rate of 1/60 per month; 10 year affordability at 1/120 per month; and 15 year affordability at 1/180 per month. This amount will be deducted from the full direct subsidy. If the proceeds from the sale of the property are sufficient to repay the City for the portion remaining of the original direct subsidy, the City will be paid and the homeowner will get the difference.
 - b. If the sale proceeds are insufficient to repay the City for the remaining portion of the original direct subsidy, the following calculation will be used:

$$\frac{\text{HOME subsidy}}{(\text{HOME subsidy} + \text{Homeowner investment})} * \text{Net proceeds} = \text{HOME recapture}$$

4. The recapture of funds will be enforced by having the homebuyer sign a note and deed of trust at the time of closing and recording the lien (deed of trust) with the Collin County Clerk’s Office. The City will provide this note and deed of trust as the beneficiary.
5. Funds recaptured because housing no longer meets affordability requirements are subject to the requirements on program income.
6. All HOME funds are subject to repayment in the event the Project does not meet all HOME requirements.
7. AGENCY understands that upon the completion of the Project, and HOME funds reserved but not expended under this agreement will revert to the City.
8. The AGENCY shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the Property shall be secured by a HOME note and mortgage as required in 92.254 (a)(5)(ii) using the note and mortgage prescribed or approved by the City consistent with the

method of recapture identified in the City's Consolidated Plan.

G. AGENCY PROJECT PROCEEDS

1. Project proceeds, as defined herein, shall include any fees, program payable to AGENCY which are generated in the provision of housing assistance under this agreement, as well as prior HOME program income and/or proceeds being retained by AGENCY per 24 CFR 92.300 (a).
2. The City of Plano hereby authorizes the AGENCY to retain all project proceeds in conformance with 24 CFR 92.300(a)(2). Project proceeds are not under the same regulations as program income (recaptured funds).
3. AGENCY proceeds may only be used for HOME eligible activities and other housing projects that benefit low-income families. Even after this written agreement expires, AGENCY proceeds will continue to be used for only HOME eligible activities and other housing projects that benefit low-income families.
4. The City of Plano stipulates that the AGENCY can use the project proceeds for the following activities per CPD Notice 97-9 (IV)(A).
 - a. HOME eligible activities or
 - b. Other low-income housing activities, which may include operational support of the AGENCY (assuming the AGENCY continues to meet its mission of providing affordable housing). This includes operational costs such as rent, salaries, and other affordable housing projects.
5. AGENCY will report quarterly on the use of project proceeds. The proceeds will be kept in a separate account which can be tracked monthly. The three bank statements for the quarter, invoices or bills must be submitted with the quarterly report.
6. AGENCY and the City understand that once the AGENCY proceeds are used, there shall be not further HOME requirements to meet. Funds generated from the use of AGENCY proceeds are not "AGENCY proceeds".

H. REPORTING REQUIREMENTS

1. AGENCY shall provide to the City quarterly reports, on forms provided by the City, which will report information for each quarter of the grant year. The quarters to be reported on will end in December, March, and June, and September. The reports will be due to the City not later than 30 days from the end of the quarter. A final report is required at the end of the grant year. These quarterly reports will include a report on NET PROCEEDS.
2. All reports shall state the total number of unduplicated households, including the ethnic origin, number in household, income level, disability status, and whether these persons are female head of household. In addition, AGENCY agrees to provide the City information as required to determine program

eligibility, to meet national objectives, and to analyze the financial records pertinent to the project.

3. If AGENCY fails to submit said reports, the City will have the option to terminate this Agreement.
4. AGENCY shall also provide to the City one (1) copy of each audit of Agency's financial records which may be performed between the effective date of this Agreement and the expiration of the Agreement, or until such time as all funds have been expended and the scope of work completed.

VI. THE PROPERTY AND PROPERTY STANDARDS REQUIREMENTS

A. TYPES OF PROPERTIES

AGENCY must determine that the property is an eligible property. Eligible property types include any property that will serve as the purchaser's principal residence within the city limits of Plano, including:

1. A single family property (one-unit)
2. A two-to-four unit property
3. A condominium unit
4. A cooperative unit
5. A manufactured home

B. VALUE OF PROPERTY

1. AGENCY must determine the "after completion" maximum value of the property prior to any work being performed by using estimates of value, appraisals, or tax assessments.
2. The post project value must not exceed ninety-five (95%) of the median purchase price.
3. If the property does not require rehab the sales price must not exceed ninety-five (95%) of the median purchase price.

C. PROPERTY STANDARDS

If a project is acquisition and rehabilitation, the property must meet local written rehabilitation standards, state and local code requirements, and handicapped accessibility requirements, where applicable.

D. INSURANCE, BONDING REQUIREMENTS, AND INDEMNIFICATION

1. Insurance:

- a. Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as show in **Exhibit C** attached hereto and incorporated herein by reference. Such insurance shall

be evidenced by certificates, a copy of which shall be provided to the City within ten (10) days of execution of this Agreement. Insurance provided by Agency is subject to approval by City.

- b. The City shall be added as “additional insured” on general liability with respect to the services provided under this agreement
 - c. Insurance companies, named insured and policy forms shall be subject to the approval of the City of Plano. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the City of Plano. AGENCY shall be responsible to City of Plano or Insurance companies insuring City for all costs resulting from both financially unsound insurance companies selected by AGENCY and their inadequate insurance coverage.
2. Bonding - AGENCY shall observe sound business practices with respect to providing such bonding insurance as would provide adequate coverage for activities under this Agreement in compliance with 24 CFR 85.36 (h)..
3. Flood Insurance:
- a. Consistent with Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), HOME funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazard.
 - i. The community in which the area is situated is participating in the National Flood Insurance Program (44 CFR Parts 59-79), or less than a year has passed since FEMA notification regarding such hazards, and
 - ii. Flood Insurance is obtained as a condition of approval of the commitment.
 - b. The City shall require and monitor compliance where an area has been identified by FEMA as having special flood hazards that the AGENCY shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to the City upon request.
 - c. No payments will be made to the AGENCY until the current certifications of insurance have been provided.

4. INDEMNIFICATION

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

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

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

E. RECORDS RETENTION

AGENCY shall maintain accurate accounting records which document and justify all expenditures made pursuant to this Agreement. All income qualification information, all original books of entry and all canceled checks and any other financial records will be retained for no less than five (5) years from August 31

following the program year in which HOME Funds were last expended under this Agreement. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City or the U.S. Department of Housing and Urban Development.

F. TERMINATION

1. In accordance with 24 CFR 85.43, suspension or termination may occur if the AGENCY materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.
2. If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the AGENCY shall violate any of the conditions, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AGENCY shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the AGENCY and the City may withhold any payments to the AGENCY for the purpose of setoff until such time as the exact amount of damages due the City from the AGENCY is determined whether by court of competent jurisdiction or otherwise.

VII. ADMINISTRATION OF THE AGENCY/CITY OBLIGATIONS

A. AGENCY CERTIFICATION

1. Only non-profit organizations that have been certified by HOME participating jurisdictions as a Community Housing Development Organization can receive funds from the minimum fifteen percent (15%) set aside.
2. AGENCY must be certified by the participating jurisdiction regarding Legal Status, Organizational structure, and Capacity and Experience. A HUD checklist will be used to recertify the AGENCY.
3. AGENCY certification must be renewed annually. AGENCY agrees to provide all necessary documentation to the City for the purpose of recertification.

B. MATCH

1. The HOME Program requires that the funds used by the AGENCY be matched by the City of Plano. The City depends upon the donations and volunteerism of non-profits for this match of (25%) of the total Home funds drawn down for project costs. For every dollar of HOME funds drawn down for a project, there is a \$0.25 match obligation. The AGENCY operating expenses and HOME administrative and planning funds do not require match.

2. Match is a permanent contribution to affordable housing. Match is not leveraging, but the City's contribution to the HOME program - the local, non-federal contribution to the partnership.
3. The City's match credits are a community's non-federal contributions of cash, assets, services, labor and other resource of value to the HOME Program.
4. The AGENCY will provide the City documentation of any source of cash, assets, services, labor and other resources of value to the HOME program that is eligible for match. Documentation will include check copies of any cash donation or grant received, deposit slips confirming deposit, and proof of use of funds.

C. RECORD KEEPING

1. The City must establish and maintain sufficient records to document that program requirements are met. Records must be maintained concerning the following categories: Designation as a Participating Jurisdiction; Program records; CHDO records; Financial records; Program administrative records; records concerning other Federal requirements.
2. The City will retain all records for five (5) years in keeping with Consolidated Plan requirements. Homeownership records will be kept for five years after project completion. Resale/recapture records will be kept for five years after the affordability period ends. Written agreements will be maintained for five years after the agreement ends.
3. The City will provide citizens and other interested parties with reasonable access to records, consistent with state and local laws regarding privacy and confidentiality, including information and records relating to the Consolidated Plan and the use of assistance under the programs covered by the Consolidated Plan.

D. MONITORING

1. The City may perform periodic on-site monitoring of AGENCY for compliance with the terms and conditions of this agreement and the regulations of 24 CFR 92. If the monitoring reveals deficiencies in the agency's performance, a written report shall be prepared, identifying the deficiencies and establishing a time frame for correcting the deficiencies.
2. The City reserves the right to audit the records of the AGENCY any time during the performance of this agreement and for a period of five (5) years after final payment is made under this agreement.
3. AGENCY will provide reports and access to Project files as requested by the City during the Project and for five (5) years after completion and closeout of this agreement.
4. If required, the AGENCY will provide the City with a certified audit of the

AGENCY's records representing the fiscal year during which the Project becomes complete. Whenever the amount of federal funding is at or exceeds \$500,000 pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Agency or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. DEFAULT

1. If AGENCY fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the AGENCY refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II, Terms and Conditions of Use of Home Funds, AGENCY shall be in default and notice in writing shall be given to Agency of such default by the City. If agency fails to cure such default within such time as may be required by such notice, City may at its option terminate and cancel the agreement.
2. In the event of such termination, all HOME Funds awarded to AGENCY pursuant to this agreement shall be immediately revoked and any approvals related to the project shall immediately be deemed revoked and canceled. In such event, AGENCY will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement.
3. Such termination shall not affect or terminate any of the rights of City as against the AGENCY then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law and the note and deed of trust (if in effect), including but not limited to compelling AGENCY to complete the project in accordance with the terms of this Agreement, in a court of equity.
4. The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

F. NON-ASSIGNMENT

AGENCY shall not assign any of AGENCY'S obligations or duties under this Agreement without first obtaining written consent from the Community Relations Commission and City Manager.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

To the extent applicable to a nongovernmental recipient of federal funds, the AGENCY shall comply with OMB Circulars A-87, A-102, A-110, A-122, A-133, as amended, Davis Bacon and Related Acts (40 U.S.C. 276a et seq.), as amended, and as supplemented by Department of Labor regulations (CFR 29 Part 5, as amended), the

Copeland Anti-Kickback Act (18 USC 874), as amended, and as supplemented by Department of Labor regulations (CFR 29 Part 3, as amended), the Agreement Work Hours and Safety Standards Act (40 USC 327 et seq.), as amended, and as supplemented by Department of Labor regulations (CFR 29 Part 5, as amended); Executive Order 11246 (Equal Opportunity), as amended, and as supplemented by Department of Labor regulations (CFR 41 chapter 60, as amended); and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., as amended and Section 104 (d) of the Act), and in accordance with CFR 24 Part 42, as amended.

IX. OTHER FEDERAL REQUIREMENTS

A. EQUAL OPPORTUNITY AND FAIR HOUSING.

In accordance with the Program Guidelines and Section CFR 24 92.350 of the HOME Regulations, no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole or in part from HOME funds. In addition, funds must be made available in accordance with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (CFR 3, 1958 -1963 Comp., P. 652 and 3 CFR,1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24CFR Part 1;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
3. The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the implementing Regulations issued at 41 CFR chapter 60;
4. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (U.S.C. 1701u) that:
 - a. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds be given to low-income persons residing within the unit of general local government or the metropolitan area (or non-metropolitan City) as determined by HUD, in which the project is located; and
 - b. To the greatest extent feasible contracts for work to be performed in connection with any such project be awarded to business concerns,

including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan City) as the project.

5. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). The AGENCY must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The AGENCY will cooperate with the City in its minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services.

B. EQUAL ACCESS

The AGENCY shall provide the services set forth in Section I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

C. NON-DISCRIMINATION

The AGENCY agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the AGENCY, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

D. AFFIRMATIVE MARKETING

The AGENCY must adopt affirmative marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units. Affirmative marketing steps shall consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and shall comply with the requirements and procedures of 24 CFR 92.351 of the Regulations. The AGENCY shall also comply with the "Affirmative Marketing Procedures" adopted by the City that are attached hereto as **Exhibit D** and incorporated herein by reference.

E. ENVIRONMENTAL REVIEW

The AGENCY will provide information necessary for the DCDLRP to determine the environmental effects of each activity carried out with HOME funds in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24

CFR Parts 50 and 58 and shall comply with all requirements and actions for each activity that it carries out with HOME funds, in accordance with the requirements imposed on AGENCY under 24 CFR Part 58.

F. DISPLACEMENT, RELOCATION, AND ACQUISITION

1. The AGENCY must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds.
2. The AGENCY shall consult the DCDLRP, prior to proceeding with any project activity with HOME funds that may cause temporary or permanent displacement to assure compliance with appropriate relocation requirements as provided in Section 24 CFR 92.353 of the Regulations and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR Part 24, as amended and the Fair Housing Act (42 U.S.C. 3601-19).
3. If HOME funds are used in a project, the project is subject to the requirements of the Housing and Community Development Act of 1974. This includes the section 104 (d) requirements to provide relocation assistance and replace low/moderate-income housing as described at 24 CFR 570.606 (c) (Entitlement Program).
4. Real Property Acquisition Requirements: The acquisition of real property for a HOME project is subject to the URA and the requirements of 49 CFR Part 24, subpart B.

G. LABOR REQUIREMENTS

1. Section 24 CFR 92.354 of the Regulations requires that any contract for the construction (rehabilitation or new construction) of affordable housing with (twelve) 12 or more units assisted with funds made available under HOME must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to Davis Bacon and Related Acts (40 U.S.C. 276 a-5), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such agreements must also be subject to the overtime provisions, as applicable, to the Work Hours and Safety Standards Act (40 U.S.C. 327-332).
2. The AGENCY shall comply with regulations issued under these Acts and with other Federal Laws and Regulations pertaining to labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. The DCDLRP shall require certification as to compliance with the provisions of this section before making any payment under such agreement.

H. LEAD-BASED PAINT

1. In accordance with Section 24 CFR 92.355 of the HOME Regulations as

amended, housing assisted with HOME funds constitutes HUD-associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and is, therefore, subject to 24 CFR Part 35. Unless otherwise provided, the AGENCY shall be responsible for testing and abatement activities.

2. The AGENCY will assure compliance with Federal Regulations in regard to lead-based paint which Regulations require that applicants, owners, and tenants of HUD-associated housing and rehabilitation projects constructed before 1978 be provided with information on the following: that the property may contain lead-based paint; of the hazards of lead-based paint; of the symptoms and treatment of lead-based paint poisoning; of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards); of the advisability and availability of blood lead level screening for children under seven years of age; and that in the event lead-based paint is found in the property, appropriate abatement procedures may be undertaken.

I. DEBARMENT AND SUSPENSION

As required by 2 CFR 2424, federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor, subcontractor, developer, business, consultant, or any entity during any period of debarment, suspension, or placement in ineligibility status.

J. RELIGIOUS ORGANIZATION

The AGENCY agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j). If the Agency is a religious or faith-based organization, it is eligible to participate in the HOME program, but where directly funded under the HOME program will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If Agency conducts such activities, the activities will be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

X. REVERSION OF ASSETS

Upon expiration of the agreement, the AGENCY will also transfer any remaining unencumbered funds, and any accounts receivable attributable to HOME funds, to the CITY for deposit to the HOME Investment Trust Fund account. Unexpended funds, recaptured funds and repayments under Unexpended funds, recaptured funds and repayments under 24 CFR, 92.252 (a) (4) and 92.254 (a) (5) as well as any interest earned on cash advances from the U.S. Treasury are not program income and shall be promptly remitted to the City for deposit to the HOME Investment Trust Fund Account. AGENCY is to report any funds received.

XI. MISCELLANEOUS

A. ENTIRE AGREEMENT/AMENDMENT

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

B. AGENCY REPRESENTATION

The undersigned represents and warrants that he or she is the duly authorized representative of AGENCY and that this Agreement has been approved and accepted by the Board of Directors (or equivalent) of the AGENCY.

C. BINDING ON THE PARTIES

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, and assigns. Notwithstanding, however, this Agreement shall not be considered fully executed or binding on the City until the same shall have been executed by agency and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.

D. NOTICE

All notices or other communication which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal services, or by certified or registered mail, return receipt requested, addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally serviced; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notice shall be in writing delivered to the parties as follows:

City
Christina Day, Manager
Community Services
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358
Telephone: 972-941-5262

Agency
(INSERT CONTACT)

E. PARAGRAPH HEADINGS

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

F. WAIVER/BREACH

No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

G. 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.

H. SEVERABILITY

Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of Plano, Texas, such provisions, paragraphs, sentences, words, or phrases shall be deemed modified to the extent necessary in order to confirm with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

I. VENUE

In the event of breach of this Agreement, this Agreement shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

J. AVAILABILITY OF FUNDS

Funding for this agreement is contingent on the availability of HOME Funds and continued authorization for program activities and is subject to amendment or termination due to lack of HOME Funds, or authorization, reduction of HOME Funds, and/or change in regulations.

XII. CONFLICT OF INTEREST

- A. AGENCY warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. AGENCY further warrants and covenants that in the performance of this agreement, no person having such interest shall be employed.
- B. HOME conflict of interest provisions, as stated in 24 CFR 92.356, as well as the provisions of 24 CFR 85.36 and 24 CFR 84.42, apply to the award of any contracts under this agreement and the selection of households to occupy HOME-assisted units.
- C. No employee, agent, consultant, elected official, or appointed official of AGENCY may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:
 - 1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted Project or program administered by AGENCY, or the proceeds

hereunder; or

2. Any unit benefits or financial assistance associated with HOME Projects or programs administered by AGENCY, including occupancy of a rental housing unit in a HOME-assisted rental Project; receipt of HOME tenant-based rental assistance; purchase or occupancy of a homebuyer unit in a HOME-assisted Project; receipt of HOME homebuyer acquisition assistance; or receipt of HOME owner-occupied rehabilitation assistance.
- D.** This prohibition does not apply to an employee or agent of the agency who occupies a HOME-assisted unit as the on-site Project manager or maintenance worker.
- E.** Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by agency in writing to the City. AGENCY must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. City may grant exceptions or forward the request to HUD as permitted by 24 CFR 92.356, 85.36, and 84.42, as they apply.
- F.** AGENCY acknowledges and represents that AGENCY is aware of the laws related to prohibited interests found in the City Charter and the City Code of Conduct and that the existence of a prohibited interest at any time will render the agreement voidable. At the time of execution of this agreement, a duly authorized representative of the AGENCY shall execute the Affidavit of No Prohibited Interest attached and incorporated herein by reference as **Exhibit E**.

XIII. 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.

XIV. EFFECTIVE DATE

This agreement shall be effective from and after execution by both parties hereto. **SIGNED** on the date indicated below:

Agency Name

(NAME)
(TITLE)

Date: _____

CITY OF PLANO, TEXAS

Date: _____

Christina Day,
Community Services Manager

APPROVED AS TO FORM

Diane C. Wetherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by (NAME, TITLE of AGENCY NAME), a non-profit corporation, on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, Christina Day, Community Services 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

2011 BUDGET: AGENCY NAME

EXHIBIT B

2011 HUD INCOME LIMITS

<u>HOUSEHOLD SIZE</u>	<u>MAXIMUM INCOME</u>
1 person	\$38,750
2 person	\$44,250
3 person	\$49,800
4 person	\$55,300
5 person	\$59,750
6 person	\$64,150
7 person	\$68,600
8 person	\$73,000

EXHIBIT C

INSURANCE REQUIREMENTS

Agency shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence") form CG 0001). Coverage will include:

- A. Premises - Operations;
- B. Broad Form Contractual Liability;
- C. Broad Form Property Damage; and
- D. Personal Injury

The policy will be endorsed to contain the following provisions: "The City of Plano, its officers, officials, employees, volunteers, Boards and Commissions are to be added as 'Additional Insureds' as respects to liability arising out of any activities performed by or on behalf of the Agency." The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

Coverage shall be primary and non-contributory. Primary and non-contributory endorsement must be attached to the original certificate when submitted.

City prefers that insurance shall be placed with insurers with an A.M. Best rating of no less than A: VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All endorsements required shall be attached to the original certificate when submitted.

EXHIBIT D

AFFIRMATIVE MARKETING POLICIES AND PROCEDURES

POLICY

The Developer believes that individuals of similar economic levels in the same housing market areas should have available to them a like range of housing choices regardless of their race, color, religion, sex, age, handicap, familial status, or national origin.

PROCEDURE

The Developer will carry out this policy through affirmative marketing procedures designed specifically for the House on the Corner program as outlined below:

A. Affirmative Marketing

1. The Equal Housing Opportunity logo will be displayed on all materials.
2. The Developer will work closely with diverse community organizations, to ensure that families in need of housing assistance are aware of the opportunities available through this program.

B. Recordkeeping

The Developer will keep records of the following:

1. The racial, ethnic, and gender characteristics of applicants in the ninety (90) days following closing as required by Section 511.71(a)(2).
2. Copies of advertisements materials.

EXHIBIT E

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of **AGENCY NAME** (herein "AGENCY") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract void.

Agency Name

By: _____

Signature

Name

Title

Date

STATE OF TEXAS §

§

COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

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:		September 12, 2011		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Jeanne Argomaniz - X4327				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System in the amount of \$40,224.34 for a twelve month service term, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	123,860	0	123,860
Encumbered/Expended Amount	0	-46,180	0	-46,180
This Item	0	-40,224	0	-40,224
BALANCE	0	37,456	0	37,456
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this Renewal Agreement is included in the FY 2010-11 Budget to provide software maintenance and system support for the Polaris Software System at the Plano Public Library System.</p> <p>STRATEGIC PLAN GOAL: Renewal of this Software Maintenance Agreement relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Approval of this request in an amount not to exceed \$40,224.34 is made for the purchase of software maintenance and system support from Polaris Library Systems, as agreed to on a contract with Polaris Library Systems approved by Plano City Council on April 9, 2007. Polaris Library Systems is a sole source provider of software maintenance for Polaris Software.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Sole Source Letter from Polaris Library Systems dated August 10, 2011				

POLARIS

LIBRARY SYSTEMS

August 10, 2011

Plano Public Library System
Mike Shamel
2501 Coit Road
Plano TX 75075

Polaris Library Systems is the sole source provider of maintenance and support services for the Polaris Integrated Library System currently installed and in operation at the Plano Public Library, Plano, TX.



Kevin Bryans
CFO
Polaris Library Systems

A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider for providing maintenance service for the Polaris software system at the Plano Public Library System, in the amount of \$40,224.34 for a twelve month service term, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano, Texas contracted with GIS Information Systems, Inc. d/b/a Polaris Library Systems to purchase the Polaris ILS computerized system on April 16, 2007; and

WHEREAS, the City desires to purchase software maintenance and system support from GIS Information Systems, Inc. d/b/a Polaris Library Systems to provide continuing maintenance and system support for the Polaris system used by Plano Public Library System for the period between August 22, 2011 and August 21, 2012; and

WHEREAS, GIS Information Systems, Inc. d/b/a Polaris Library Systems is the only company that can provide software maintenance and system support for the Polaris software system; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

Section I. The City Council hereby finds and determines that GIS Information Systems, Inc. d/b/a Polaris Library Systems is the sole source provider for software maintenance and system support for the Polaris computerized system, and said purchase is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section II. The City Manager or his authorized designee is hereby authorized to take such action and execute such documents with GIS Information Systems, Inc. d/b/a Polaris Library Systems, a sole source provider, to effectuate the purchase of the software maintenance and system support in an amount not to exceed **FORTY THOUSAND TWO HUNDRED TWENTY FOUR AND 34/DOLLARS (\$40,224.34)**.

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Bev Rogers (ext. 7376)				
CAPTION				
<p>An Ordinance of the City of Plano, Texas amending Section 2-12, Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to increase the authority of the City Manager or his designee to approve a change order in an amount not to exceed fifty thousand dollars to conform to a change in state law regarding municipal procurement; and providing a repealer clause, a severability clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	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: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Increasing the authority of the City Manager to approve change orders that do not exceed \$50,000 relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
<p>The purpose of this proposed ordinance is to increase the authority of the City Manager or his designee to approve change orders that do not exceed \$50,000 in accordance with HB 679 that was passed during the 82nd Texas legislative session.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas amending Section 2-12, Procurement Code of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Plano, Texas to increase the authority of the City Manager or his designee to approve a change order in an amount not to exceed fifty thousand dollars to conform to a change in state law regarding municipal procurement; and providing a repealer clause, a severability clause, a publication clause, and an effective date.

WHEREAS, pursuant to the Texas Local Government Code and the City Code of Ordinances, the City Manager or his designee has had authority to approve increases or decreases to change orders that did not exceed \$25,000; and

WHEREAS, HB 679 passed during the 82nd Texas legislative session changed the provisions in the Texas Local Government Code relating to municipal procurement to authorize the City Manager or his designee to approve increases or decreases to change orders that do not exceed \$50,000; and

WHEREAS, the City Council deems it necessary to amend the City Code of Ordinances, Section 2-12, Procurement Code, of Article I, In General, of Chapter 2, Administration, to increase the approval authority of the City Manager or his designee for increases or decreases in change orders to not exceed fifty thousand dollars (\$50,000.00) to be consistent with state law.

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

Section I. Section 2-12, Procurement Code of Article I, In General, of Chapter 2, Administration of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows

Section 2-12. –Procurement code.

- (a) *Applicability.* This section applies to expenditure of public funds as permitted by sections 252 and 271 of the Local Government Code of the state, without regard to their source, and to the disposal of city materials.
- (b) *Compliance with grants, gifts, bequests, agreements.* Nothing in this section shall prevent the city from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement; nor restrict or limit the discretion of the city manager in seeking city council review and approval of any specific contract or contracts.
- (c) *Authorization of contracts by city manager.* The following contracts may be entered into and executed on behalf of the city by the city manager or his designees without further council authorization:
 - (1) Professional services contracts equal to or less than fifty thousand dollars (\$50,000.00);
 - (2) Change orders which result in increases or decreases to agreements and which do not exceed the sum of fifty thousand dollars (\$50,000.00) and

(3) Contracts for the lease or purchase of goods or services in an amount equal to or less than fifty thousand dollars (\$50,000.00).

- (d) *Procurement officer; duties.* The chief purchasing officer will serve as the central procurement officer of the city, and will have the right to determine which method of purchase provides the best value for the city, adopt operational procedures consistent with sound business practices and state law, governing the procurement and management of all materials, services, and construction to be procured by this city and the disposal of materials no longer needed by the city.

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/12/11			
Department:		Legal			
Department Head		Diane Wetherbee			
Agenda Coordinator (include phone #): Betsy Allen # 7545					
CAPTION					
An Ordinance of the City of Plano, Texas amending Section 4-124 of Article X, Illegal Smoking Products and Ingestion Devices, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano, Texas to conform to State law and providing a penalty clause, a severability clause, repealer 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:	2010-11	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: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Amending Section 14-124 to conform to state law relates to the City's goal of Safe Large City.					
SUMMARY OF ITEM					
Amending Section 4-124 of Article X Illegal Smoking Products & Ingestion Devices to conform to State law.					
List of Supporting Documents: Memo from Assistant City Attorney Luke Williams			Other Departments, Boards, Commissions or Agencies		

**ATTORNEY CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

TO: DIANE WETHERBEE, CITY ATTORNEY
FROM: LUKE WILLIAMS, ASSISTANT CITY ATTORNEY I
SUBJECT: K-2 ORDINANCE
DATE: 9/1/2011

Background:

Plano City Code Section 14-124¹ was passed by the Plano City Council on July 26, 2010 regarding the possession or use of synthetic cannabinoids (commonly known as K2) type products. In May of this year the 82nd Texas Legislature passed Senate Bill 331. Under the new state law, the minimum degree of offense for possessing or using K2-type products is a Class B Misdemeanor. The maximum degree of offense for possessing or using K2-type products is a 2nd Degree Felony. The new State law will go into effect September 1, 2011.

Discussion:

The jurisdiction and penalty ranges passed under Senate Bill 331 supersede subsections (2), (3) and (4) of City Code Section 14-124 by making the acts punishable under the city's ordinance Class B Misdemeanors and higher. The jurisdiction of the municipal court for the City of Plano does not extend beyond Class C misdemeanors.

In addition, the new state law has expanded the numbers of chemical compounds beyond what 14-124 subsections (2), (3) and (4) now address.

Conclusion:

Based on the passage of Senate Bill 331 the City of Plano should repeal Plano City Code Section 14-124, subsections (2), (3) and (4). This amendment will leave intact the prohibition on possessing Salvia Divinorum plants for the purpose of smoking or ingesting.

If you have any further questions regarding the research and analysis relied upon in this memo or the information contained herein, please contact me at your convenience.

¹ Ord. No. 2010-7-17, §II, 7-26-10

An Ordinance of the City of Plano, Texas amending Section 4-124 of Article X, Illegal Smoking Products and Ingestion Devices, of Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances of the City of Plano, Texas to conform to State law and providing a penalty clause, a severability clause, repealer clause, a publication clause and an effective date.

WHEREAS, on July 26, 2010, the City Council of the City of Plano duly passed Ordinance No. 2010-7-17 prohibiting certain illegal smoking products; and

WHEREAS, Section 14-124 defines illegal smoking products as 2-[(1R, 3S)-3-hydroxycyclohexyl]-5-(2-methylcatan-2-yl) phenol (also known as CP 47, 497) and homologues; and 1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); and Butyl-3-(1-naphthoyl) indole (also known as JWH-073); and

WHEREAS, the 82nd Legislature of the State of Texas passed legislation making the possession of 2-[(1R, 3S)-3-hydroxycyclohexyl]-5-(2-methylcatan-2-yl) phenol (also known as CP 47, 497) and homologues; and 1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); and Butyl-3-(1-naphthoyl) indole (also known as JWH-073) misdemeanors falling outside of the jurisdiction of the municipal court; and

WHEREAS, Subsections (2), (3), and (4) of Section 14-124 have now been superseded by State law; 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 change is necessary to comply with State law and should be approved and adopted.

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

Section I. Section 14-124 of Article X, Illegal Smoking Products and Ingestion Devices, of Chapter 14, Offenses-Miscellaneous, of the City of Plano Code of Ordinances is hereby amended to read as follows:

“Sec. 14-124. Definitions

The following words and phrases as used in this section shall have the meanings as set forth in this subsection:

Illegal smoking product shall mean any plant or other substance, whether described as tobacco, herbs, incense, spice or any blend thereof, regardless of whether the substance is marketed for the purpose of being smoked that contains Salvinorin A contained within the Salvia Divinorum plant, whether growing or not; or possessed as an extract, compound, manufacture, derivative, mixture, or preparation of such plant.

Ingestion device shall mean equipment, a product or material that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including:

- (1) A metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;
- (2) A water pipe;
- (3) A carburetion tube or device;
- (4) A smoking or carburetion mask;
- (5) A chamber pipe;
- (6) A carburetor pipe;
- (7) An electric pipe;
- (8) An air-driven pipe;
- (9) A chillum;
- (10) A bong; or
- (11) An ice pipe or chiller.

Person shall mean an individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.”

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance, 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 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. 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. All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/2011		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 94 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Updating the Code of Ordinances relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 94 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 94; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 94 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 94 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/11		
Department:		Budget & Research		
Department Head		Karen M. 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, 2011, and terminating September 30, 2012. (Public Hearing held on August 8, 2011.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	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				
This Ordinance adopts the Operating Budget for Fiscal Year 2011-12 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, 2011, and terminating September 30, 2012; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 8, 2011, 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 2011-12 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, 2011, and terminating September 30, 2012, 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:	\$197,252,918
B.	General Fund - Transfer to Capital Reserve Fund:	10,500,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	3,192,303
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to PTN Fund:	150,000
F.	General Fund - Transfer to Economic Development Incentive Fund:	4,937,144
G.	Convention & Tourism Fund - Operating Appropriation:	7,006,423
H.	Convention & Tourism Fund - Transfer to General Fund:	323,396

I.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
J.	Water & Sewer System Fund - Operating Appropriation:	87,800,522
K.	Water & Sewer System Fund - Transfer to General Fund:	16,641,923
L.	Water & Sewer System Fund - Transfer to Debt Service Fund:	402,419
M.	Water & Sewer System Fund - Transfer to Water & Sewer CIP:	10,250,000
N.	Water & Sewer System Fund – Transfer to Capital Reserve:	3,000,000
O.	Water & Sewer System Fund - Transfer to Property & Liability Loss Fund:	648,627
P.	Water & Sewer System Fund - Transfer to Technology Fund:	300,000
Q.	Water & Sewer System Fund - Transfer to Reserve Fund:	3,000,000
R.	Water & Sewer System Fund - Transfer to Technology Services Fund:	2,306,191
S.	Water & Sewer System Fund - Transfer to Sustainability:	100,000
T.	Sustainability & Environmental Services Fund - Operating Appropriation:	22,917,363
U.	Sustainability & Environmental Services Fund - Transfer to General Fund:	892,568
V.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
W.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	311,847
X.	Municipal Drainage Fund - Operating Appropriation:	2,628,169
Y.	Municipal Drainage Fund - Transfer to General Fund:	361,076
Z.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000

AA.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,909,614
BB.	Recreation Revolving Fund - Operating Appropriation:	3,088,355
CC.	Recreation Fund - Transfer to General Fund:	168,980
DD.	Golf Course Fund - Operating Appropriation:	688,121
EE.	Golf Course Fund - Transfer to General Fund:	48,000
FF.	Property & Liability Loss Fund - Operating Appropriation:	4,392,612
GG.	Grant Fund - Operating Appropriation:	1,985,408
HH.	PTN Fund - Operating Appropriation:	944,640
II.	Criminal Investigation Fund - Operating Appropriation:	460,000
JJ.	Technology Fund - Operating Appropriation:	8,209,841
KK.	Technology Fund - Transfer to CATV Fund:	250,000
LL.	PC Replacement Fund - Operating Appropriation:	898,578
MM.	General Obligation Bond - Debt Service Appropriation:	43,135,491
NN.	Water & Sewer Revenue Bond - Debt Service Appropriation:	357,800

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

DULY PASSED AND APPROVED this the 12th day of September, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

Combined Budget

	Actuals 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
BEGINNING BALANCES					
Operating Funds:					
General Fund	\$42,744,130	\$30,158,999	\$41,400,577	\$29,911,944	-0.8%
Water & Sewer Fund	10,555,173	10,722,020	14,884,163	19,634,576	83.1%
Sustainability & Env. Svc. Fund	1,970,455	1,676,610	2,959,266	2,582,365	54.0%
Convention & Tourism Fund	2,394,612	1,343,957	2,163,878	1,700,921	26.6%
Municipal Drainage Utility Fund	4,605,320	2,347,724	4,539,866	1,725,404	-26.5%
Recreation Revolving Fund	529,180	419,479	653,035	695,924	65.9%
Municipal Golf Course Fund	55,799	0	47,965	18,868	0.0%
Property Management Fund	450,179	433,351	433,351	0	-100.0%
PTN Fund	254,378	297,035	339,267	167,010	-43.8%
TOTAL OPERATING FUNDS	\$63,559,226	\$47,399,175	\$67,421,368	\$56,437,012	19.1%
Debt Service Funds:					
General Obligation	\$3,250,126	\$1,042,747	\$1,175,155	\$1,081,579	3.7%
Water & Sewer Revenue	328,791	426,741	432,531	327,481	-23.3%
TOTAL DEBT SERVICE FUNDS	\$3,578,917	\$1,469,488	\$1,607,686	\$1,409,060	-4.1%
TOTAL BEGINNING BALANCES	\$67,138,143	\$48,868,663	\$69,029,054	\$57,846,072	18.4%
REVENUES & TRANSFERS IN					
Operating Funds:					
General Fund	\$207,517,171	\$202,869,179	\$202,302,733	\$203,270,103	0.2%
Water & Sewer Fund	116,771,265	117,841,115	121,499,379	122,777,040	4.2%
Sustainability & Env. Svc. Fund	22,607,157	22,232,751	23,077,134	23,315,663	4.9%
Convention & Tourism Fund	6,302,759	5,969,975	6,279,848	6,467,928	8.3%
Municipal Drainage Utility Fund	5,208,040	5,187,807	5,173,881	5,184,230	-0.1%
HUD Grant Fund	1,975,269	1,882,063	2,462,880	1,985,408	5.5%
Recreation Revolving Fund	3,560,811	3,125,458	3,241,533	3,379,600	8.1%
Municipal Golf Course Fund	601,057	371,735	560,025	960,000	158.2%
Property Management Fund	12,462	0	0	0	0.0%
PTN Fund	880,578	709,355	748,172	861,500	21.4%
TOTAL OPERATING FUNDS	\$365,436,569	\$360,189,438	\$365,345,585	\$368,201,472	2.2%
Debt Service Funds:					
General Obligation	\$40,271,778	\$42,780,178	\$42,550,392	\$43,346,728	1.3%
Water & Sewer Revenue	2,215,790	1,235,000	1,230,000	407,419	-67.0%
TOTAL DEBT SERVICE FUNDS	\$42,487,568	\$44,015,178	\$43,780,392	\$43,754,147	-0.6%
TOTAL REVENUE & TRANSFERS IN	\$407,924,137	\$404,204,616	\$409,125,977	\$411,955,619	1.9%
Less: Interfund Transfers	20,610,211	21,217,695	21,776,722	19,238,363	-9.3%
NET BUDGET REVENUE	\$387,313,926	\$382,986,921	\$387,349,255	\$392,717,257	2.5%
TOTAL AVAILABLE FUNDS	\$454,452,069	\$431,855,584	\$456,378,309	\$450,563,329	4.3%
APPROPRIATIONS & TRANSFERS OUT					
Operations:					
General Fund	\$208,860,724	\$216,987,225	\$213,791,366	\$217,032,365	0.0%
Water & Sewer Fund	112,442,275	113,499,390	116,748,966	124,449,682	9.6%
Sustainability & Env. Svc. Fund	21,618,346	22,941,719	23,454,035	24,181,778	5.4%
Convention & Tourism Fund	6,533,493	7,180,890	6,742,805	7,349,820	2.4%
Municipal Drainage Utility Fund	5,273,494	6,195,389	6,283,945	5,918,859	-4.5%
HUD Grant Fund	1,975,269	1,882,063	2,462,880	1,985,408	5.5%
Recreation Revolving Fund	3,436,956	3,280,718	3,198,644	3,257,335	-0.7%
Municipal Golf Course Fund	608,891	371,735	589,122	736,121	98.0%
Property Management Fund	58,884	433,351	433,351	0	-100.0%
PTN Fund	795,689	915,766	920,429	944,640	3.2%
TOTAL OPERATIONS	\$361,604,021	\$373,688,246	\$374,625,543	\$385,856,008	3.3%

	Actuals 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
Debt Service Funds:					
General Obligation	\$42,346,749	\$42,614,079	\$42,643,968	\$43,135,491	1.2%
Water & Sewer Revenue	2,112,050	1,335,050	1,335,050	357,800	-273.1%
TOTAL DEBT SERVICE FUNDS	\$44,458,799	\$43,949,129	\$43,979,018	\$43,493,291	-1.0%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$406,062,820	\$417,637,375	\$418,604,561	\$429,349,299	2.8%
Less: Interfund Transfers	20,610,211	21,217,695	21,776,722	19,238,363	-9.3%
NET BUDGET APPROPRIATIONS	\$385,452,609	\$396,419,680	\$396,827,839	\$410,110,936	3.5%
ENDING BALANCES					
Operating Funds:					
General Fund	\$41,400,577	\$16,040,953	\$29,911,944	\$16,149,682	0.7%
Water & Sewer Fund	14,884,163	15,063,745	19,634,576	17,961,934	19.2%
Sustainability & Env. Svc. Fund	2,259,266	967,642	2,582,365	1,716,250	77.4%
Convention & Tourism Fund	2,163,878	133,042	1,700,921	819,029	515.6%
Municipal Drainage Utility Fund	4,539,866	1,340,142	1,725,404	990,776	-26.1%
Recreation Revolving Fund	653,035	264,219	695,924	818,189	209.7%
Municipal Golf Course Fund	47,965	0	18,868	242,747	0.0%
Property Management Fund	403,757	0	0	0	0.0%
PTN Fund	339,267	90,624	167,010	83,870	-7.5%
TOTAL OPERATING FUNDS	\$66,691,774	\$33,900,366	\$56,437,012	\$38,782,477	14.4%
Debt Service Funds:					
General Obligation	\$1,175,155	\$1,208,846	\$1,081,579	\$1,292,816	6.9%
Water & Sewer Revenue	432,531	326,691	327,481	377,100	15.4%
TOTAL DEBT SERVICE FUNDS	\$1,607,686	\$1,535,537	\$1,409,060	\$1,669,916	8.8%
TOTAL ENDING BALANCES	\$68,299,460	\$35,435,903	\$57,846,072	\$40,452,393	14.2%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$453,752,069	\$431,855,583	\$454,673,911	\$450,563,329	4.3%

General Fund

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
UNAPPROPRIATED FUND BALANCE	\$42,744,130	\$30,158,999	\$36,796,415	\$29,911,944	-0.8%
Encumbrance Adjustment			4,604,162		
Revenues					
Taxes	\$140,760,474	\$134,500,602	\$134,598,156	\$136,259,941	1.3%
Franchise Fees	21,886,667	21,378,509	22,104,574	22,349,971	4.5%
Fines & Forfeits	7,767,903	7,849,020	6,270,276	6,711,138	-14.5%
Miscellaneous Revenue	1,738,174	1,908,084	1,564,579	1,689,560	-11.5%
Licenses & Permits	5,763,535	5,163,489	5,919,027	5,345,929	3.5%
Charges for Services	10,847,217	11,050,205	10,976,846	11,319,143	2.4%
Intergovernmental Revenue	727,762	1,276,575	1,245,047	1,158,478	-9.3%
Subtotal Revenues	\$189,491,732	\$183,126,484	\$182,678,505	\$184,834,159	0.9%
Intragovernmental Transfers	18,025,439	19,742,695	19,624,228	18,435,944	-6.6%
TOTAL REVENUES & TRANSFERS	\$207,517,171	\$202,869,179	\$202,302,733	\$203,270,103	0.2%
TOTAL RESOURCES	\$250,261,301	\$233,028,178	\$243,703,310	\$233,182,047	0.1%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$144,503,595	\$151,035,111	\$145,444,002	\$150,513,545	-0.3%
Materials & Supplies	5,780,353	6,840,433	6,849,029	6,809,887	-0.4%
Contractual	37,399,644	39,200,723	39,148,144	40,250,262	2.7%
Community Services Agencies	523,710	263,800	263,800	265,000	0.5%
Sundry	973,073	967,620	1,536,497	1,003,462	3.7%
Reimbursements	(2,325,885)	(2,275,796)	(2,044,059)	(2,589,238)	13.8%
Subtotal	\$186,854,490	\$196,031,891	\$191,197,413	\$196,252,918	0.1%
Capital Outlay	1,511,225	1,026,000	1,937,626	1,000,000	-2.5%
TOTAL OPERATIONS	\$188,365,715	\$197,057,891	\$193,135,039	\$197,252,918	0.1%
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	0.0%
Property & Liability Loss Fund	2,972,055	2,686,758	3,392,728	3,192,303	18.8%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%
PTN Fund	134,772	0	0	150,000	100.0%
Economic Development	873,751	855,758	876,781	0	-100.0%
Economic Development Incentive Fund	5,014,431	4,886,818	4,886,818	4,937,144	1.0%
TOTAL TRANSFERS	\$20,495,009	\$19,929,334	\$20,656,327	\$19,779,447	-0.8%
TOTAL APPROPRIATIONS	\$208,860,724	\$216,987,225	\$213,791,366	\$217,032,365	0.0%
UNAPPROPRIATED FUND BALANCE	\$41,400,577	\$16,040,953	\$29,911,944	\$16,149,682	0.7%
Days of Operation				30	

General Fund Revenue by Source

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
SOURCE OF INCOME					
Taxes					
Ad Valorem Taxes:					
Current	\$81,015,877	\$75,131,061	\$75,317,934	\$77,072,507	2.6%
Delinquent	44,659	773,749	25,000	787,692	1.8%
Penalty & Interest	511,362	386,875	420,640	393,846	1.8%
Sales Tax	57,992,069	57,012,269	57,792,985	57,012,269	0.0%
Mixed Drink Tax	1,103,815	1,104,368	898,274	900,519	-18.5%
Bingo Gross Receipts Tax	80,700	80,289	80,913	81,115	1.0%
Excess Proceeds on Taxes	11,992	11,992	62,411	11,992	0.0%
TOTAL TAXES	\$140,760,474	\$134,500,602	\$134,598,156	\$136,259,941	1.3%
Franchise Fees					
Electrical Franchise	\$11,416,944	\$11,384,233	\$11,791,705	\$11,941,944	4.9%
Telephone Franchise	4,132,755	3,882,984	3,950,437	3,950,437	1.7%
Fiber Optics Franchise	18,021	18,021	18,562	18,562	3.0%
Gas Franchise	2,979,200	2,843,607	3,094,206	3,140,619	10.4%
Cable TV Franchise	3,339,747	3,249,664	3,249,664	3,298,409	1.5%
TOTAL FRANCHISE FEES	\$21,886,667	\$21,378,509	\$22,104,574	\$22,349,971	4.5%
Fines & Forfeits					
Municipal Court	\$7,426,051	\$7,504,745	\$5,926,001	\$6,366,002	-15.2%
Library Fines	341,852	344,275	344,275	345,136	0.2%
TOTAL FINES & FORFEITS	\$7,767,903	\$7,849,020	\$6,270,276	\$6,711,138	-14.5%
Miscellaneous Revenue					
Interest Earnings	\$822,854	\$1,000,000	\$610,091	\$721,067	-27.9%
Sale/Rental of Property	189,378	162,666	211,254	211,254	29.9%
Insurance Collections	327,157	352,311	350,127	364,132	3.4%
Sundry	398,785	393,107	393,107	393,107	0.0%
TOTAL MISCELLANEOUS REVENUE	\$1,738,174	\$1,908,084	\$1,564,579	\$1,689,560	-11.5%
Licenses and Permits					
Electricians Licenses	\$40,256	\$30,110	\$0	\$0	-100.0%
Food Handlers Permits	553,145	547,576	549,152	550,525	0.5%
Land / Burning / Liquid Waste	22,900	22,919	22,919	22,976	0.3%
Grease Trap Permits	38,000	36,705	40,795	40,897	11.4%
Fire Inspection Fees	0	0	300,000	300,000	100.0%
Rental Registration Fees	273,120	268,282	35,062	274,486	2.3%
Animal Licenses	89,157	127,169	131,384	131,712	3.6%
Restaurant Plan Review	36,900	36,955	27,713	27,782	-24.8%
Alarm Permits	1,397,370	1,395,608	1,402,280	1,416,303	1.5%
Filing Fees	141,886	116,738	217,525	163,144	39.8%
Fire Protection Plan Review	203,412	151,123	208,980	156,735	3.7%
Building Permits	2,016,329	1,566,742	1,879,365	1,409,524	-10.0%
Electrical Permits	86,094	65,967	99,706	74,780	13.4%
Plumbing Permits	218,320	187,904	265,501	199,126	6.0%
Heating & A/C Permits	113,253	74,111	135,588	101,691	37.2%
Fence Permits	44,025	34,956	40,045	30,034	-14.1%
Swimming Pool Permits	34,308	26,108	37,219	27,914	6.9%
Pool Inspection	55,160	62,811	85,885	55,298	-12.0%
Irrigation Permits	57,389	47,144	50,881	38,161	-19.1%
Day Laborer Fees	16,450	16,971	15,330	15,330	-9.7%
Sign Permits	134,870	102,579	134,870	101,152	-1.4%
Reoccupancy Permits	88,580	66,765	121,874	91,406	36.9%
Misc. Licenses & Permits	102,611	178,246	116,954	116,954	-34.4%
TOTAL LICENSES & PERMITS	\$5,763,535	\$5,163,489	\$5,919,027	\$5,345,929	3.5%

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
Fees & Service Charges					
Animal Pound & Adoption Fee	\$215,369	\$256,246	\$233,512	\$233,512	-8.9%
Ambulance Service	3,492,299	3,614,371	3,514,371	3,523,157	-2.5%
False Alarm Response	319,695	316,285	285,491	286,205	-9.5%
Emergency 911	999,177	1,027,441	968,656	971,078	-5.5%
Interlocal Plan Review	25,730	0	3,650	0	-100.0%
Contractor Registration Fee	157,831	115,258	195,961	146,971	27.5%
Engineering Inspection Fee	145,293	98,750	324,904	243,678	146.8%
Residential Building Plan Review	38,665	35,095	42,400	31,800	-9.4%
Reinspection Fee	47,925	34,510	69,866	52,400	51.8%
File Searches	43,445	41,349	45,427	45,541	10.1%
Same Day Inspection Fee	64,190	41,562	67,515	50,636	21.8%
Convenience Copiers	14,317	15,008	13,867	13,902	-7.4%
Recreation User Fee	601,637	575,072	644,826	644,826	12.1%
Recreation Rental Fee	140,484	136,676	170,390	170,390	24.7%
Swimming Fees	690,487	682,464	725,410	727,224	6.6%
Recreation Membership Card Fee	2,270,309	2,550,276	2,016,590	2,280,276	-10.6%
Tennis Center Fee	188,396	208,659	208,659	209,181	0.2%
Food Manager/Handler Training	70,712	76,110	71,524	71,703	-5.8%
Ticket Services/Sales	5,567	0	3,519	0	-100.0%
Tree Trimming Assessments	112,053	106,428	155,033	155,421	46.0%
Child Safety Fees	77,294	79,043	70,424	70,600	-10.7%
Sundry	1,126,342	1,039,602	1,144,851	1,390,645	33.8%
TOTAL FEES & SVC CHARGES	\$10,847,217	\$11,050,205	\$10,976,846	\$11,319,143	2.4%
Intergovernmental Revenue					
FISD School Liaisons	103,298	107,436	107,436	107,917	0.4%
PISD School Liaisons	160,344	555,678	555,678	554,451	-0.2%
Collin County Library Grant	79,675	79,675	75,857	0	-100.0%
Denton County Library Grant	10,300	10,300	9,966	0	-100.0%
Plano-Richardson Trng. Ctr. / Misc.	285,784	313,160	285,784	285,784	-8.7%
Interlocal Radio System Access	88,361	210,326	210,326	210,326	0.0%
TOTAL INTERGOV'T'L REVENUE	\$727,762	\$1,276,575	\$1,245,047	\$1,158,478	-9.3%
TOTAL REVENUE	\$189,491,732	\$183,126,484	\$182,678,506	\$184,834,159	0.9%
Intragovernmental Transfers					
Intra-Fund Transfers From:					
Water & Sewer Fund	\$16,300,724	\$16,935,647	\$16,795,415	\$16,641,923	-1.7%
Sustain. & Environ. Services Fund	892,035	892,100	892,568	892,568	0.1%
Recreation Revolving Fund	171,309	156,273	162,077	168,980	8.1%
Golf Course Fund	0	0	0	48,000	100.0%
Convention & Tourism Fund	301,735	298,499	313,992	323,396	8.3%
Municipal Drainage Fund	359,636	360,176	360,176	361,076	0.2%
Equipment Replacement Fund	0	550,000	550,000	0	100.0%
Disaster Relief Fund	0	550,000	550,000	0	100.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$18,025,439	\$19,742,695	\$19,624,228	\$18,435,944	-6.6%
TOTAL GENERAL FUND	\$207,517,171	\$202,869,179	\$202,302,734	\$203,270,103	0.2%

Convention & Tourism Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$2,394,612	\$1,343,957	\$2,163,878	\$1,700,921	26.6%
Revenues					
Hotel/Motel Receipts	\$4,098,810	\$3,946,116	\$4,434,648	\$4,567,687	15.8%
Civic Center Fees	2,125,543	1,992,858	1,834,200	1,889,226	-5.2%
Miscellaneous	54,977	1,000	1,000	1,015	0.0%
Interest Income	23,429	30,000	10,000	10,000	-66.7%
TOTAL REVENUES	\$6,302,759	\$5,969,975	\$6,279,848	\$6,467,928	8.3%
TOTAL RESOURCES	\$8,697,371	\$7,313,932	\$8,443,726	\$8,168,849	11.7%
APPROPRIATIONS					
Operating Expenses					
Convention & Visitors Bureau	\$1,583,267	\$1,764,377	\$1,723,874	\$1,801,796	2.1%
Civic Center Operations	3,134,804	3,776,989	3,363,512	3,677,131	-2.6%
Support of the Arts	586,384	591,917	591,917	685,153	15.8%
Historic Preservation	501,263	591,917	591,917	685,153	15.8%
Special Events	115,917	157,190	157,593	157,190	0.0%
Civic Center Equipment Rpl Fund	240,349	0	0	0	0.0%
Subtotal	\$6,161,984	\$6,882,390	\$6,428,813	\$7,006,423	1.8%
Capital Outlay	49,774	0	0	0	0.0%
TOTAL OPERATIONS	\$6,211,758	\$6,882,390	\$6,428,813	\$7,006,423	1.8%
Transfer to General Fund	\$301,735	\$298,499	\$313,992	\$323,396	8.3%
Transfer to Technology Fund	20,000	0	0	20,000	0.0%
TOTAL TRANSFERS	\$321,735	\$298,499	\$313,992	\$343,396	15.0%
TOTAL APPROPRIATIONS	\$6,533,493	\$7,180,889	\$6,742,805	\$7,349,820	2.4%
WORKING CAPITAL	\$2,163,878	\$133,043	\$1,700,921	\$819,029	515.6%
Days of Operation				43	

Water & Sewer Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$10,555,173	\$10,722,020	\$14,884,163	\$19,634,576	83.1%
Revenues					
Water Income	\$61,422,725	\$62,236,249	\$66,445,971	\$67,877,991	9.1%
Sewer Income	52,036,373	52,414,712	51,240,130	51,448,955	-1.8%
Water Taps	87,082	84,296	79,944	81,143	-3.7%
Water & Sewer Penalties	1,406,436	1,420,082	1,408,420	1,427,182	0.5%
Water Meters	172,322	109,051	197,185	200,143	83.5%
Construction Water	177,346	200,589	168,403	170,929	-14.8%
Service Connect Fee	149,526	146,816	177,396	180,057	22.6%
Backflow Testing	410,100	382,951	418,930	425,214	11.0%
Sewer Tie-On	17,135	16,487	17,490	17,752	7.7%
Pre-Treatment Permits	66,380	62,279	48,080	48,801	-21.6%
Interest Earnings	0	20,000	10,000	20,000	0.0%
Transfer in for Education Building	157,239	157,239	857,239	436,352	177.5%
Misc. Income	668,601	590,366	430,191	442,521	-25.0%
TOTAL REVENUES	\$116,771,265	\$117,841,115	\$121,499,379	\$122,777,040	4.2%
TOTAL RESOURCES	\$127,326,438	\$128,563,134	\$136,383,542	\$142,411,616	10.8%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$8,998,960	\$9,277,219	\$8,911,254	\$9,130,362	-1.6%
Materials & Supplies	5,543,748	5,146,835	6,125,562	9,733,718	89.1%
Contractual	4,104,511	5,241,035	5,584,251	5,407,528	3.2%
NTMWD - Water	31,084,974	36,606,138	35,423,862	39,812,515	8.8%
NTMWD - Wastewater	13,506,500	13,824,059	13,256,786	13,620,784	-1.5%
NTMWD - Upper E. Fork Interceptor	8,967,236	8,096,493	7,905,852	8,190,801	1.2%
Retirement of NTMWD Debt	830,868	518,540	512,610	821,705	58.5%
Sundry	827,433	538,821	546,418	549,613	2.0%
Reimbursements	288,163	285,215	209,680	212,647	-25.4%
Subtotal	\$74,152,393	\$79,534,355	\$78,476,275	\$87,479,673	10.0%
Capital Outlay	1,238,306	0	23,423	320,849	0.0%
TOTAL OPERATIONS	\$75,390,699	\$79,534,355	\$78,499,698	\$87,800,522	10.4%
Transfer to General Fund	\$16,300,724	\$16,935,647	\$16,795,415	\$16,641,923	-1.7%
Transfer to Debt Service	2,200,000	1,225,000	1,225,000	402,419	-67.1%
Transfer to W & S CIP	13,875,000	11,250,000	12,674,073	10,250,000	-8.9%
Transfer to Capital Reserve	1,200,000	1,200,000	1,200,000	3,000,000	150.0%
Transfer to Loss Fund	682,617	648,732	658,012	648,627	-0.0%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%
Transfer to Reserve Fund	0	0	3,000,000	3,000,000	100.0%
Transfer to Technology Services	2,393,235	2,305,656	2,296,768	2,306,191	0.0%
Transfer for Sustainability	100,000	100,000	100,000	100,000	0.0%
TOTAL TRANSFERS	\$37,051,576	\$33,965,035	\$38,249,268	\$36,649,160	7.9%
TOTAL APPROPRIATIONS	\$112,442,275	\$113,499,390	\$116,748,966	\$124,449,682	9.6%
WORKING CAPITAL	\$14,884,163	\$15,063,744	\$19,634,576	\$17,961,934	19.2%
Days of Operation				75	

Sustainability & Environmental Services Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$1,970,455	\$1,676,610	\$2,959,266	\$2,582,365	54.0%
Revenues					
Commercial Franchise	\$6,286,201	\$6,504,545	\$6,773,996	\$6,834,921	5.1%
Special Refuse Collection	80,070	82,588	83,600	83,600	1.2%
Residential Collection	12,655,347	12,620,722	12,620,722	12,620,722	0.0%
Allied Waste, Inc.	75,721	76,477	76,477	78,711	2.9%
Recycling	538,113	300,000	737,583	550,000	83.3%
Sales of Landscape Bags	41,709	40,982	46,649	46,649	13.8%
Contributions via Utility Billing	11,256	11,600	11,600	11,629	0.2%
Sale of Compost	1,138,107	1,191,287	1,276,287	1,635,499	37.3%
Tipping Fees	696,516	770,984	815,984	815,984	5.8%
Miscellaneous	384,639	364,326	371,363	374,086	2.7%
Reimbursements	168,296	169,240	162,873	163,862	-3.2%
Sustainability Program Transfer	100,000	100,000	100,000	100,000	0.0%
Adjustment for Advance	431,182	0	0	0	0.0%
TOTAL REVENUES	\$22,607,157	\$22,232,751	\$23,077,134	\$23,315,663	4.9%
TOTAL RESOURCES	\$24,577,612	\$23,909,361	\$26,036,400	\$25,898,028	8.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$6,181,871	\$6,195,084	\$6,183,987	\$6,170,466	-0.4%
Materials & Supplies	368,050	344,353	383,480	412,013	19.6%
Contractual	6,085,657	6,813,817	6,647,798	7,365,767	8.1%
NTMWD	7,291,338	8,055,652	7,762,774	7,744,313	-3.9%
Sundry	105,501	93,169	103,783	116,427	25.0%
Reimbursements	147,062	0	18,500	5,025	0.0%
Subtotal	\$20,179,479	\$21,502,075	\$21,100,322	\$21,814,011	1.5%
Capital Outlay	14,016	6,500	219,401	667,000	0.0%
TOTAL OPERATIONS	\$20,193,495	\$21,508,575	\$21,319,723	\$22,481,011	4.5%
Transfer to General Fund	\$892,035	\$892,100	\$892,568	\$892,568	0.1%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	157,239	157,239	857,239	436,352	177.5%
Transfer to Loss Fund	315,577	323,805	324,505	311,847	-3.7%
TOTAL TRANSFERS	\$1,424,851	\$1,433,144	\$2,134,312	\$1,700,767	18.7%
TOTAL APPROPRIATIONS	\$21,618,346	\$22,941,719	\$23,454,035	\$24,181,778	5.4%
WORKING CAPITAL	\$2,959,266	\$967,642	\$2,582,365	\$1,716,250	77.4%
Due to W&S Fund	700,000	0	0	0	
WORKING CAPITAL	\$2,259,266	\$967,642	\$2,582,365	\$1,716,250	77.4%
Days of Operation				28	

Municipal Drainage Utility Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$4,605,320	\$2,347,724	\$4,539,866	\$1,725,404	-26.5%
Revenues					
Environmental Assessment Fees:					
Residential Class Fees	\$2,725,720	\$2,850,534	\$2,719,841	\$2,726,641	-4.3%
Commercial Class Fees	2,430,768	2,294,834	2,425,526	2,431,590	6.0%
Miscellaneous	6,569	0	8,514	6,000	0.0%
Interest Income	44,983	42,440	20,000	20,000	-52.9%
TOTAL REVENUES	\$5,208,040	\$5,187,807	\$5,173,881	\$5,184,230	-0.1%
TOTAL RESOURCES	\$9,813,360	\$7,535,531	\$9,713,747	\$6,909,635	-8.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,322,369	\$1,345,668	\$1,239,146	\$1,331,000	-1.1%
Materials & Supplies	269,241	254,514	316,884	254,342	-0.1%
Contractual	486,607	691,688	829,107	729,052	5.4%
Sundry	9,348	3,961	2,366	2,943	-25.7%
Reimbursements	309,719	308,240	305,124	310,832	0.8%
Subtotal	\$2,397,284	\$2,604,071	\$2,692,627	\$2,628,169	0.9%
Capital Outlay	0	300,000	300,000	0	0.0%
TOTAL OPERATIONS	\$2,397,284	\$2,904,071	\$2,992,627	\$2,628,169	-9.5%
Transfer to General Fund	\$359,636	\$360,176	\$360,176	\$361,076	0.2%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Revenue Debt	2,496,574	2,911,142	2,911,142	2,909,614	-0.1%
TOTAL TRANSFERS	\$2,876,210	\$3,291,318	\$3,291,318	\$3,290,690	-0.0%
TOTAL APPROPRIATIONS	\$5,273,494	\$6,195,389	\$6,283,945	\$5,918,859	-4.5%
EST. RESERVE REQUIREMENT	0	0	1,704,398	0	
WORKING CAPITAL	\$4,539,866	\$1,340,142	\$1,725,404	\$990,776	-26.1%
Days of Operation				138	

Recreation Revolving Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$529,180	\$419,479	\$653,035	\$695,924	65.9%
Revenues					
Recreation Fees	\$3,490,572	\$3,015,508	\$3,162,383	\$3,299,450	9.4%
Contributions	13,656	26,650	24,750	24,750	-7.1%
Interest Income	15,669	14,000	14,000	14,000	0.0%
Miscellaneous	40,914	69,300	40,400	41,400	-40.3%
TOTAL REVENUES	\$3,560,811	\$3,125,458	\$3,241,533	\$3,379,600	8.1%
TOTAL RESOURCES	\$4,089,991	\$3,544,937	\$3,894,568	\$4,075,524	15.0%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,309,955	\$1,382,589	\$1,190,468	\$1,125,817	-18.6%
Materials & Supplies	198,360	224,941	203,603	211,556	-6.0%
Contractual	1,732,800	1,486,296	1,559,873	1,718,250	15.6%
Sundry	24,532	30,619	32,623	32,732	6.9%
Subtotal	\$3,265,647	\$3,124,445	\$2,986,567	\$3,088,355	-1.2%
Capital Outlay	0	0	50,000	0	0.0%
TOTAL OPERATIONS	\$3,265,647	\$3,124,445	\$3,036,567	\$3,088,355	-1.2%
Transfer to General Fund	\$171,309	\$156,273	\$162,077	\$168,980	8.1%
TOTAL TRANSFERS	\$171,309	\$156,273	\$162,077	\$168,980	8.1%
TOTAL APPROPRIATIONS	\$3,436,956	\$3,280,718	\$3,198,644	\$3,257,335	-0.7%
WORKING CAPITAL	\$653,035	\$264,219	\$695,924	\$818,189	209.7%
Days of Operation				97	

Golf Course Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$55,799	\$0	\$47,965	\$18,868	0.0%
Revenues					
Golf Fees	\$600,919	\$68,000	\$65,579	\$930,000	1267.6%
Concessions	0	0	0	30,000	0.0%
Interest Income	138	0	0	0	0.0%
Miscellaneous	0	0	1,327	0	0.0%
Reimbursements	0	303,735	493,119	0	-100.0%
TOTAL REVENUES	\$601,057	\$371,735	\$560,025	\$960,000	158.2%
TOTAL RESOURCES	\$656,856	\$371,735	\$607,990	\$978,868	163.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$423,801	\$116,481	\$317,585	\$466,980	300.9%
Supplies	49,589	27,200	23,214	137,740	406.4%
Contractual Services	134,747	226,354	246,623	80,751	-64.3%
Sundry Charges	754	1,700	1,700	2,650	55.9%
Subtotal	\$608,891	\$371,735	\$589,122	\$688,121	85.1%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$608,891	\$371,735	\$589,122	\$688,121	85.1%
Transfer to General Fund	0	0	0	48,000	0.0%
TOTAL TRANSFERS	\$0	\$0	\$0	\$48,000	0.0%
TOTAL APPROPRIATIONS	\$608,891	\$371,735	\$589,122	\$736,121	98.0%
WORKING CAPITAL	\$47,965	\$0	\$18,868	\$242,747	0.0%
Days of Operation				129	

**** Municipal Golf Course is scheduled to close for renovations on October 1, 2010. Estimated re-opening is scheduled for November 2011.**

Property & Liability Loss Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$465,279	\$294,945	\$468,229	\$507,864	41.9%
Resources					
General Fund Transfer In	\$2,972,055	\$2,686,758	\$3,392,728	\$3,192,303	15.8%
Water & Sewer Fund Transfer In	682,617	648,732	658,012	648,627	-0.0%
Sustain. & Env. Svcs. Fund Transfer In	315,577	323,805	324,505	311,847	-3.8%
Claims Recovered	197,637	200,000	200,000	200,000	0.0%
Interest Earned	49,374	50,000	25,000	50,000	0.0%
TOTAL REVENUES	\$4,217,260	\$3,909,295	\$4,600,245	\$4,402,777	11.2%
TOTAL RESOURCES	\$4,682,539	\$4,204,240	\$5,068,474	\$4,910,641	14.4%
APPROPRIATIONS					
Workers' Compensation	\$1,309,251	\$1,200,000	\$1,600,000	\$1,600,000	25.0%
Judgements and Damages	756,778	600,000	900,000	900,000	33.3%
Risk Management Operations	2,148,281	1,886,980	2,060,610	1,892,612	0.3%
TOTAL APPROPRIATIONS	\$4,214,310	\$3,686,980	\$4,560,610	\$4,392,612	16.1%
UNAPPROPRIATED FUND BALANCE	\$468,229	\$517,260	\$507,864	\$518,029	0.1%

HUD Grants Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
TOTAL HUD REVENUES	\$1,552,933	\$1,759,098	\$1,794,098	\$1,849,408	4.88%
APPROPRIATIONS					
CDBG:					
Housing Rehabilitation	\$810,322	\$746,782	\$1,153,226	\$1,000,000	25.32%
Administrative	217,223	277,000	277,000	215,685	-28.43%
Homelessness Prevention	51,662	38,185	38,185	43,755	12.73%
Homeownership Program	68,540	52,720	58,101	50,000	-5.44%
Habitat for Humanity of South Collin Co.	0	0	84,864	0	0.00%
Collin County MHMR/ Lifepath Systems	7,688	0	0	0	0.00%
Plano Housing Corporation	38,552	35,000	35,000	20,261	-72.75%
Collin Intervention to Youth	0	0	0	0	0.00%
Boys and Girls Clubs of Collin County	20,000	17,000	17,000	22,000	22.73%
Health Services of North Texas (formerly AIDS Services of North Texas)	41,037	52,000	52,000	10,000	-420.00%
Communities in Schools Dallas	30,240	30,000	30,000	18,000	-66.67%
Crossroads Family Services	21,311	0	0	0	0.00%
LaunchAbility	0	25,000	25,000	10,000	-150.00%
Maurice Barnett Geriatric Wellness	0	49,000	49,000	53,000	7.55%
Helping Partners	0	0	12,000	20,000	100.00%
Jewish Family Services	0	0	0	14,000	100.00%
Sub-Total CDBG:	\$1,306,575	\$1,322,687	\$1,831,376	\$1,476,701	10.43%
HOME:					
Housing Rehabilitation	\$118,516	\$50,000	\$172,576	\$75,000	33.33%
Administrative	29,060	68,942	48,435	40,000	-72.36%
Homeownership Program (ADDI)	150,325	119,941	90,000	100,000	-19.94%
Plano Housing Corporation	241,427	108,493	108,493	138,707	21.78%
Habitat for Humanity of South Collin Co.	110,427	162,000	162,000	120,000	-35.00%
Christ United Methodist Church	18,939	50,000	50,000	35,000	-42.86%
Sub-Total HOME:	668,694	559,376	631,504	508,707	-9.96%
TOTAL APPROPRIATIONS	\$1,975,269	\$1,882,063	\$2,462,880	\$1,985,408	5.21%

PTN Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$254,378	\$297,035	\$339,267	\$167,010	-43.8%
Revenues					
Plano Television Network Fee	\$326,672	\$305,855	\$346,672	\$460,000	50.4%
Interest Income	3,575	3,000	1,000	1,000	-66.7%
Cable Community Grant	150,000	150,000	150,000	0	-100.0%
Transfer In Gen Fund - Franch. Fees	134,772	0	0	150,000	100.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%
Miscellaneous	15,559	500	500	500	0.0%
TOTAL REVENUES	\$880,578	\$709,355	\$748,172	\$861,500	21.4%
TOTAL RESOURCES	\$1,134,956	\$1,006,390	\$1,087,439	\$1,028,510	2.2%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$638,523	\$637,385	\$642,815	\$654,168	2.6%
Materials & Supplies	68,973	47,189	47,228	43,668	-7.5%
Contractual	86,391	79,892	79,311	106,129	32.8%
Sundry	1,802	1,300	1,075	675	-48.1%
Equipment Replacement	0	150,000	150,000	140,000	-6.7%
Subtotal	795,689	915,766	920,429	944,640	3.2%
Capital Outlay	0	0	0	0	0.0%
TOTAL APPROPRIATIONS	795,689	915,766	920,429	944,640	3.2%
WORKING CAPITAL	\$339,267	\$90,624	\$167,010	\$83,870	-7.5%
Days of Operation				32	

Criminal Investigation Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
UNAPPROPRIATED FUND BALANCE	\$1,344,402	\$1,193,370	\$1,416,846	\$1,285,242	7.7%
Forfeited Property	\$126,161	\$50,000	\$100,000	\$100,000	100.0%
Interest	14,722	10,500	10,500	10,500	0.0%
Auction Proceeds	34,955	20,000	30,000	30,000	50.0%
Grants and Miscellaneous	115,919	10,000	37,605	10,000	0.0%
TOTAL REVENUES	\$291,757	\$90,500	\$178,105	\$150,500	66.3%
TOTAL RESOURCES	\$1,636,159	\$1,283,870	\$1,594,951	\$1,435,742	11.8%
APPROPRIATIONS					
Operating Expense					
Materials & Supplies	\$30,969	\$75,000	\$94,000	\$75,000	0.0%
Contractual - Professional	140,009	115,000	85,000	75,000	-34.8%
Reimbursements to Other Funds	48,335	10,000	10,500	10,000	0.0%
Capital Outlay	0	110,000	120,209	300,000	172.7%
TOTAL APPROPRIATIONS	\$219,313	\$310,000	\$309,709	\$460,000	48.4%
UNAPPROPRIATED FUND BALANCE	\$1,416,846	\$973,870	\$1,285,242	\$975,742	0.2%

Technology Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$22,040,360	\$9,684,250	\$16,120,935	\$8,376,006	-13.5%
Revenues					
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	0.0%
Convention & Tourism Fund	20,000	0	0	20,000	0.0%
Sprooles Library Fund	145,609	0	0	0	0.0%
Interest Earnings	302,156	300,000	66,092	66,092	-78.0%
Transfer from PC Replacement	500,000	0	0	0	0.0%
Intergovernmental Revenue	0	0	28,638	0	0.0%
Certificates of Obligation	10,119,767	0	0	0	0.0%
TOTAL REVENUES	\$12,467,532	\$1,680,000	\$1,474,730	\$1,466,092	-12.7%
TOTAL RESOURCES	\$34,507,892	\$11,364,250	\$17,595,665	\$9,842,098	-13.4%
APPROPRIATIONS					
Operating Expense					
Fund 62 Projects	\$1,181,532	\$988,600	\$5,620,407	\$565,600	-42.8%
Fund 29 Projects	16,955,425	6,944,689	3,349,252	7,644,241	10.1%
TOTAL OPERATIONS	\$18,136,957	\$7,933,289	\$8,969,659	\$8,209,841	3.5%
Transfer to CATV	250,000	250,000	250,000	250,000	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	0.0%
TOTAL APPROPRIATIONS	\$18,386,957	\$8,183,289	\$9,219,659	\$8,459,841	3.4%
WORKING CAPITAL	\$16,120,935	\$3,180,961	\$8,376,006	\$1,382,257	-56.5%
RESERVED FOR PROJECTS	\$0	1,000,000	1,000,000	1,000,000	0.0%
WORKING CAPITAL	\$16,120,935	\$2,180,961	\$7,376,006	\$382,257	-82.5%

PC Replacement Fund Summary

	Actual 2009-10	Budget 2010-11*	Re-Est 2010-11*	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$864,896	\$537,733	\$558,167	\$438,838	-18.4%
Revenues					
General Fund	\$402,303	\$0	\$0	\$420,354	0.0%
Govt Access/CATV	4,101	0	0	2,877	0.0%
Municipal Court Technology	8,657	0	0	8,234	0.0%
Water & Sewer Fund	37,461	0	0	31,385	0.0%
Sustainability & Environ. Svcs.	18,587	0	0	11,168	0.0%
Convention & Tourism	15,316	0	0	4,231	0.0%
Municipal Drainage	0	0	0	374	0.0%
Golf Course	0	0	0	628	0.0%
Recreation Revolving	380	0	0	0	0.0%
Equipment Maintenance	8,471	0	0	2,752	0.0%
Office Services	819	0	0	0	0.0%
Municipal Warehouse	1,055	0	0	951	0.0%
Property/Liability Loss	4,918	0	0	2,851	0.0%
Technology Services	59,975	0	0	65,895	0.0%
Economic Development	2,735	0	0	1,232	0.0%
Miscellaneous	19,883	15,000	5,000	10,000	-33.3%
TOTAL REVENUES	\$584,661	\$15,000	\$5,000	\$562,932	3652.9%
TOTAL RESOURCES	\$1,449,557	\$552,733	\$563,167	\$1,001,770	81.2%
APPROPRIATIONS					
Operating Expense					
Non-Capital Software	\$0	\$0	\$0	\$0	0.0%
Non-Capital Hardware	375,572	50,000	105,829	898,578	1697.2%
Sundry	4,629	0	0	0	0.0%
Capital Software	0	0	0	0	0.0%
Capital Computer Hardware	11,189	18,500	18,500	0	-100.0%
TOTAL OPERATIONS	\$391,390	\$68,500	\$124,329	\$898,578	1211.8%
Transfer to Technology Fund	\$500,000	\$0	\$0	\$0	
TOTAL APPROPRIATIONS	\$891,390	\$68,500	\$124,329	\$898,578	1211.8%
WORKING CAPITAL	\$558,167	\$484,233	\$438,838	\$103,192	-78.7%
Computer Reserve	\$200,000	\$0	\$0	\$0	
Available Fund Balance	\$358,167	\$484,233	\$438,838	\$103,192	-78.7%
Total Working Capital	\$558,167	\$484,233	\$438,838	\$103,192	-78.7%

* 2010-11 was a "catch-up" year for PC Replacements. A new replacement cycle begins in FY 2011-12.

General Obligation Debt Service Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
UNAPPROPRIATED FUND BALANCE	\$3,250,126	\$1,042,747	\$1,175,155	\$1,081,579	3.7%
Revenues					
Property Tax					
Current	\$39,521,129	\$41,829,232	\$42,029,232	\$42,362,839	1.3%
Delinquent	20,852	432,163	27,376	434,494	0.5%
Penalty & Interest	198,638	151,257	151,257	173,798	14.9%
Fund Interest Income	284,605	225,000	200,000	225,000	0.0%
Police Academy Reimbursement	246,554	142,527	142,527	150,597	5.7%
TOTAL REVENUES	\$40,271,778	\$42,780,178	\$42,550,392	\$43,346,728	1.3%
TOTAL RESOURCES	\$43,521,904	\$43,822,925	\$43,725,547	\$44,428,307	1.4%
APPROPRIATIONS					
Bond and Certificates					
Principal	\$22,645,000	\$22,640,000	\$22,640,000	\$22,830,000	0.8%
Interest	13,344,366	12,507,540	13,044,729	12,581,567	0.6%
Transfer to Tech Infrastructure & Public Art	281,064	280,325	280,325	284,376	1.4%
Transfer to Tax Notes Moto Mesh	2,099,000	2,097,200	2,097,200	2,092,600	-0.2%
Transfer to Tax Notes MotoMesh&Radio Sys Repl	2,678,419	2,694,494	2,694,494	2,717,869	0.9%
Transfer to Tax Notes Radio Sys Repl	963,725	969,994	969,994	980,644	1.1%
Transfer to CO's Radio Sys Repl	208,407	906,976	906,976	905,476	-0.2%
Exchanges Fees & Bond Sale Expense	126,768	20,000	10,250	20,000	0.0%
Subtotal	\$42,346,749	\$42,116,529	\$42,643,968	\$42,412,532	0.7%
New Debt	0	497,550	0	722,959	45.3%
TOTAL APPROPRIATIONS	\$42,346,749	\$42,614,079	\$42,643,968	\$43,135,491	1.2%
UNAPPROPRIATED FUND BALANCE	\$1,175,155	\$1,208,846	\$1,081,579	\$1,292,816	6.9%

Water & Sewer Debt Service Fund Summary

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
RESERVE FUND					
WORKING CAPITAL	\$0	\$0	\$0	\$0	\$0
Fund Interest Income	0	0	0	0	0
Transfer to W&S Debt Service	0	0	0	0	0
TOTAL	\$0	\$0	\$0	\$0	0
FUND BALANCE	\$0	\$0	\$0	\$0	0
SINKING FUND					
UNAPPROPRIATED FUND BALANCE	\$328,791	\$426,741	\$432,531	\$327,481	-30.3%
Transfer In (W & S Fund)	\$2,200,000	\$1,225,000	\$1,225,000	\$402,419	-204.4%
Fund Interest Income	15,790	10,000	5,000	5,000	-100.0%
TOTAL	\$2,215,790	\$1,235,000	\$1,230,000	\$407,419	-203.1%
TOTAL RESOURCES	\$2,544,581	\$1,661,741	\$1,662,531	\$734,900	-126.1%
APPROPRIATIONS					
Principal	\$1,940,000	\$1,260,000	\$1,260,000	\$330,000	-281.8%
Interest	172,050	75,050	75,050	27,800	-170.0%
TOTAL APPROPRIATIONS	\$2,112,050	\$1,335,050	\$1,335,050	\$357,800	-273.1%
UNAPPROPRIATED FUND BALANCE	\$432,531	\$326,691	\$327,481	\$377,100	13.4%



**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:		9/12/11		
Department:		Budget & Research		
Department Head		Karen Rhodes		
Agenda Coordinator (include phone #): J. Weedon x 7146				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2011-12; and providing an effective date. Public Hearing held on August 8, 2011.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	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 2011-12, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditure Summary			Other Departments, Boards, Commissions or Agencies	

COMBINED EXPENDITURE SUMMARY (Includes All Resources)

Project Expenditures	Re-Estimate							Total
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	Future	
Police & Courts	260,000	0	0	0	0	0	7,125,000	7,385,000
Library Facilities	614,800	804,800	339,900	274,500	0	0	0	2,034,000
Public Safety & Fire Facilities	6,603,000	6,050,000	999,000	0	0	0	0	13,652,000
Animal Shelter	2,000	0	0	0	0	0	0	2,000
Service Center	7,000	0	0	0	0	0	0	7,000
Joint Use Facility	134,000	0	0	0	0	0	0	134,000
Municipal Facilities & Parking	1,189,000	7,000,000	0	0	0	0	0	8,189,000
Creative & Performing Arts	50,000	0	14,192,000	0	0	0	0	14,242,000
Park Improvements	20,045,000	8,273,000	11,007,000	14,341,000	12,975,000	550,000	41,000,000	108,191,000
Recreation Centers	7,090,000	2,000,000	650,000	6,950,000	6,500,000	7,000,000	2,200,000	32,390,000
Street Enhancements	86,000	0	0	150,000	0	0	1,191,000	1,427,000
Street Improvements	<u>18,533,000</u>	<u>27,123,000</u>	<u>25,953,000</u>	<u>21,888,000</u>	<u>15,542,000</u>	<u>9,053,000</u>	<u>20,070,000</u>	<u>138,162,000</u>
Total General Obligation	54,613,800	51,250,800	53,140,900	43,603,500	35,017,000	16,603,000	71,586,000	325,815,000
Park Fee Program	1,245,000	960,000	680,000	550,000	0	0	0	3,435,000
DART LAP	114,000	0	0	0	0	0	0	114,000
Capital Reserve	35,422,000	17,551,000	16,736,000	16,051,000	15,972,000	16,262,000	50,853,000	168,847,000
Municipal Facilities (Non Bond Funded)	0	0	<u>10,000,000</u>	<u>10,000,000</u>	0	0	0	<u>20,000,000</u>
Total Other Funds	36,781,000	18,511,000	27,416,000	26,601,000	15,972,000	16,262,000	50,853,000	192,396,000
Municipal Drainage Projects								
Total Municipal Drainage	5,545,000	3,401,000	1,660,000	2,300,000	1,500,000	1,500,000	9,000,000	24,906,000
Water Projects	8,063,721	10,965,739	6,555,739	10,770,739	7,440,739	1,130,000	5,033,739	49,960,416
Sewer Projects	<u>6,946,721</u>	<u>4,878,739</u>	<u>4,688,739</u>	<u>4,606,739</u>	<u>4,070,739</u>	<u>3,700,000</u>	<u>4,353,739</u>	<u>33,245,416</u>
Total Water & Sewer Projects	15,010,442	15,844,478	11,244,478	15,377,478	11,511,478	4,830,000	9,387,478	83,205,832
TOTAL	111,950,242	89,007,278	93,461,378	87,881,978	64,000,478	39,195,000	140,826,478	626,322,832

An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2011-12; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 8, 2011, 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 2011-12; 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 2011-12 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, 2011 and ending September 30, 2012, 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.	Library Facilities	804,800
B.	Public Safety & Fire Facilities Fund	6,050,000
C.	Municipal Facilities & Parking Fund	7,000,000
D.	Park Improvements Fund	8,273,000
E.	Recreation Centers Fund	2,000,000
F.	Street Improvements Fund	27,123,000
G.	Park Fee Program	960,000
H.	Capital Reserve Fund	17,551,000
I.	Municipal Drainage CIP Fund	3,401,000
J.	Water Projects Fund	10,965,739
K.	Sewer Projects Fund	4,878,028

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

DULY PASSED AND APPROVED this the 12th Day of September, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/11		
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, 2011, and terminating September 30, 2012, and providing an effective date. (Public Hearings held on August 22, 2011 and August 31, 2011.)				
FINANCIAL SUMMARY				
X NOT APPLICABLE		OPERATING EXPENSE		<input type="checkbox"/> REVENUE
				<input type="checkbox"/> CIP
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance sets the ad valorem tax rate for 2011-12 at .4886 cents per \$100 assessed valuation, to be distributed as follows:				
\$.3149 for Operations & Maintenance				
\$.1737 for General Obligation Debt				

\$.4886 Total Tax Rate				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

Ag 213 Ordinance Adopting Tax Rate 2011-12

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2011 and terminating September 30, 2012 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 2011-12, and such Tax Rate would not impose an amount of taxes that would exceed the levy for Fiscal Year 2010-11; 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 2011-12 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 not exceed the Rollback Tax Rate; and

WHEREAS, the proposed Tax Rate does exceed the Effective Tax Rate by 0.80 cents; 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 2011-12 should be approved and adopted for Fiscal Year 2011-12.

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 2011-12 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:

\$.3149	for purposes of General Fund maintenance and operation.
\$.1737	for payment of principal and interest on all General Obligation Bond funded debt of this City.
<hr/>	
\$.4886	Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2011-12 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 12th day of September, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/12/11			
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 2011-12 Budget as a result of the City receiving more revenues from property taxes in the 2011-12 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 22, 2011 and August 31, 2011.)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12	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					
<p>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.</p> <p>This Ordinance ratifies the property tax revenue increase as reflected in the 2011-12 Budget, by adding the following statement:</p> <p>"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$2,001,123 OR 1.66%, AND OF THAT AMOUNT \$891,206 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."</p>					
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 2011-12 Budget as a result of the City receiving more revenues from property taxes in the 2011-12 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 2011-12 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2011-12 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 2011-12 City Budget is hereby ratified, with the following declaration:

“THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$2,001,123 OR 1.66%, AND OF THAT AMOUNT \$891,206 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 12th day of September, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

City of Plano

Redistricting Map

Option 1

The purpose for redistricting is to improve equity in the Council District population distributions. The proposed Options 1 and 2 maps will be discussed at the August 22, 2011 and September 12, 2011 City Council meetings in which the City Council will receive public comments regarding the proposed redistricting options. Contact Steve Sims at 972-941-7151 for more information.



Source: City of Plano, GIS Division
Date: July, 2011

District	2010 Census Population
1	61,471
2	64,252
3	67,399
4	66,719
Total	259,841

Legend

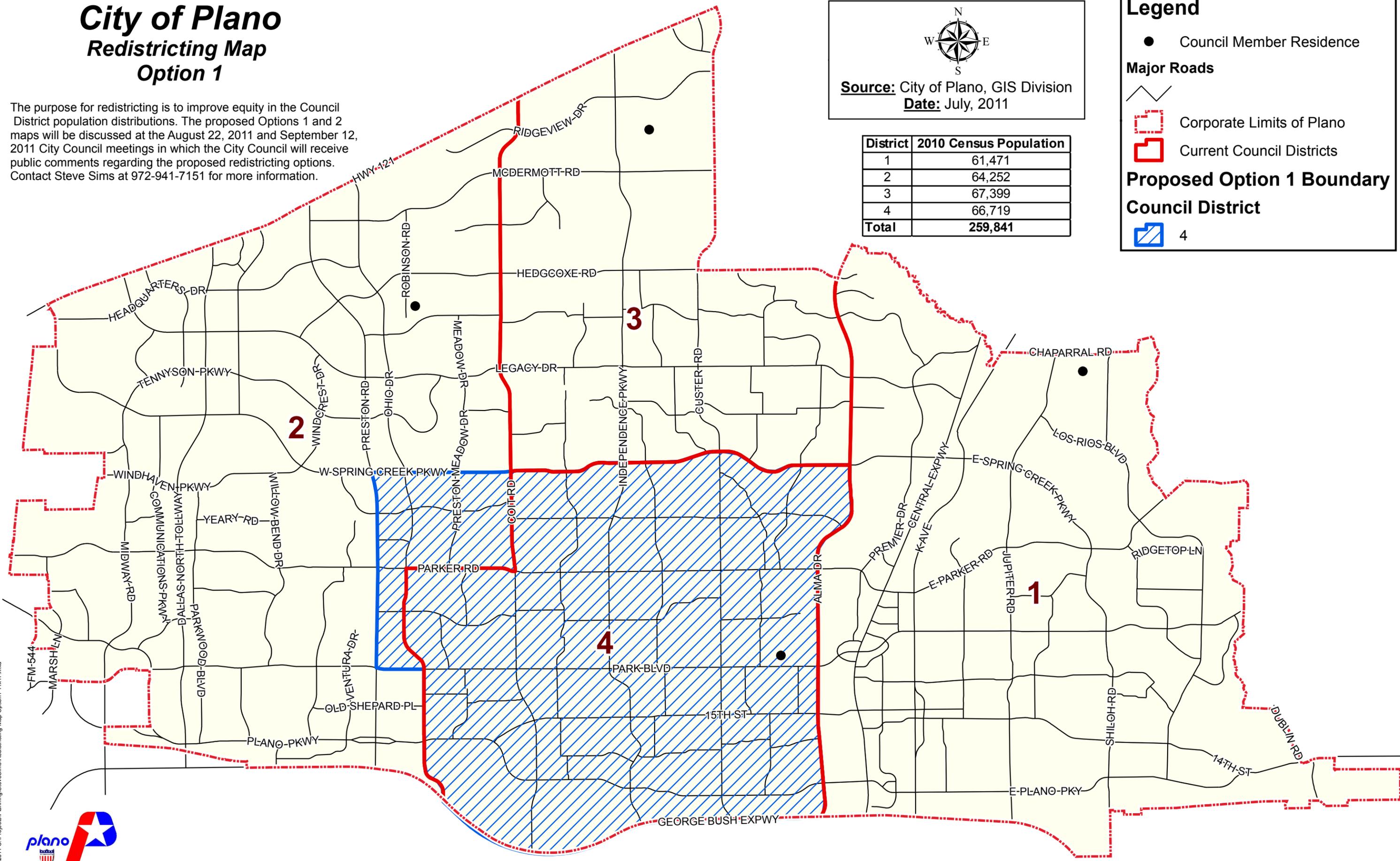
- Council Member Residence

Major Roads

- Major Road

Proposed Option 1 Boundary

- ▭ 4



D:\729\2011 C:\Projects\Planning\SteveSims\Redistricting Map Option1 11x17.mxd



City of Plano

Redistricting Map

Option 2

The purpose for redistricting is to improve equity in the Council District population distributions. The proposed Options 1 and 2 maps will be discussed at the August 22, 2011 and September 12, 2011 City Council meetings in which the City Council will receive public comments regarding the proposed redistricting options. Contact Steve Sims at 972-941-7151 for more information.



Source: City of Plano, GIS Division
Date: July, 2011

District	2010 Census Population
1	64,196
2	64,252
3	64,674
4	66,719
Total	259,841

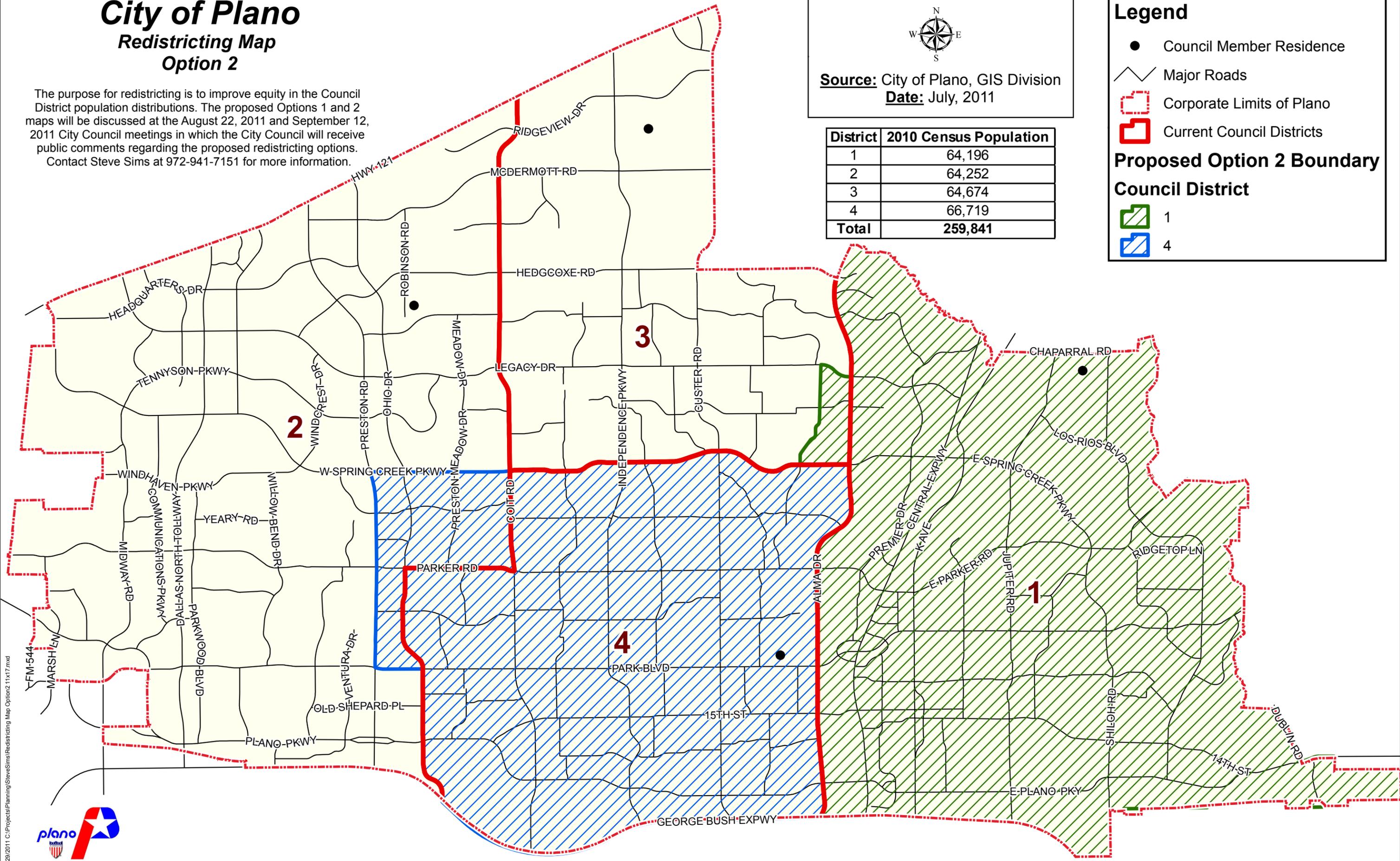
Legend

- Council Member Residence
- Major Roads
- ⬡ Corporate Limits of Plano
- ⬡ Current Council Districts

Proposed Option 2 Boundary

Council District

-  1
-  4



D:\7/29/2011 C:\Projects\Planning\SteveSims\Redistricting Map Option2 11x17.mxd



DATE: August 16, 2011, 2011

TO: Honorable Mayor & City Council

FROM: Chris Caso, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of August 15, 2011

AGENDA ITEM NO. 6 - PUBLIC HEARING

ZONING CASE 2011-20

APPLICANT: WELLS FAMILY TRUST

Request for a Specific Use Permit for Winery on 2.8± acres located at the southwest corner of Coit Road and Lorimar Drive. Zoned Agricultural with Heritage Resource Designation #16.

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

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 3

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 12, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: W. Richard Wells, Wells Family Trust
Michael Coker, Michael Coker Company, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 15, 2011

Agenda Item No. 6

Public Hearing: Zoning Case 2011-20

Applicant: Wells Family Trust

DESCRIPTION:

Request for a Specific Use Permit for Winery on 2.8± acres located at the southwest corner of Coit Road and Lorimar Drive. Zoned Agricultural with Heritage Resource Designation #16.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Winery. A winery is a wine-making facility that: (1) ferments juices from grapes and/or other fruit, (2) blends wines, (3) manufactures, bottles, labels and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code as amended. 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.

The current zoning is Agricultural (A) with Heritage Resource Designation #16 (H-16). The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. An H designation provides for the preservation of those areas, places, buildings, structures, works of art, and other objects having significant historical, archaeological, or cultural interests and values which reflect the heritage of the city of Plano. H-16 allows for museum, periodic fund raising activities, related charitable and/or educational activities, office-professional/general administrative, bed-and-breakfast and restaurant as additional uses, as well as for the vehicle circulation aisles and parking being gravel construction.

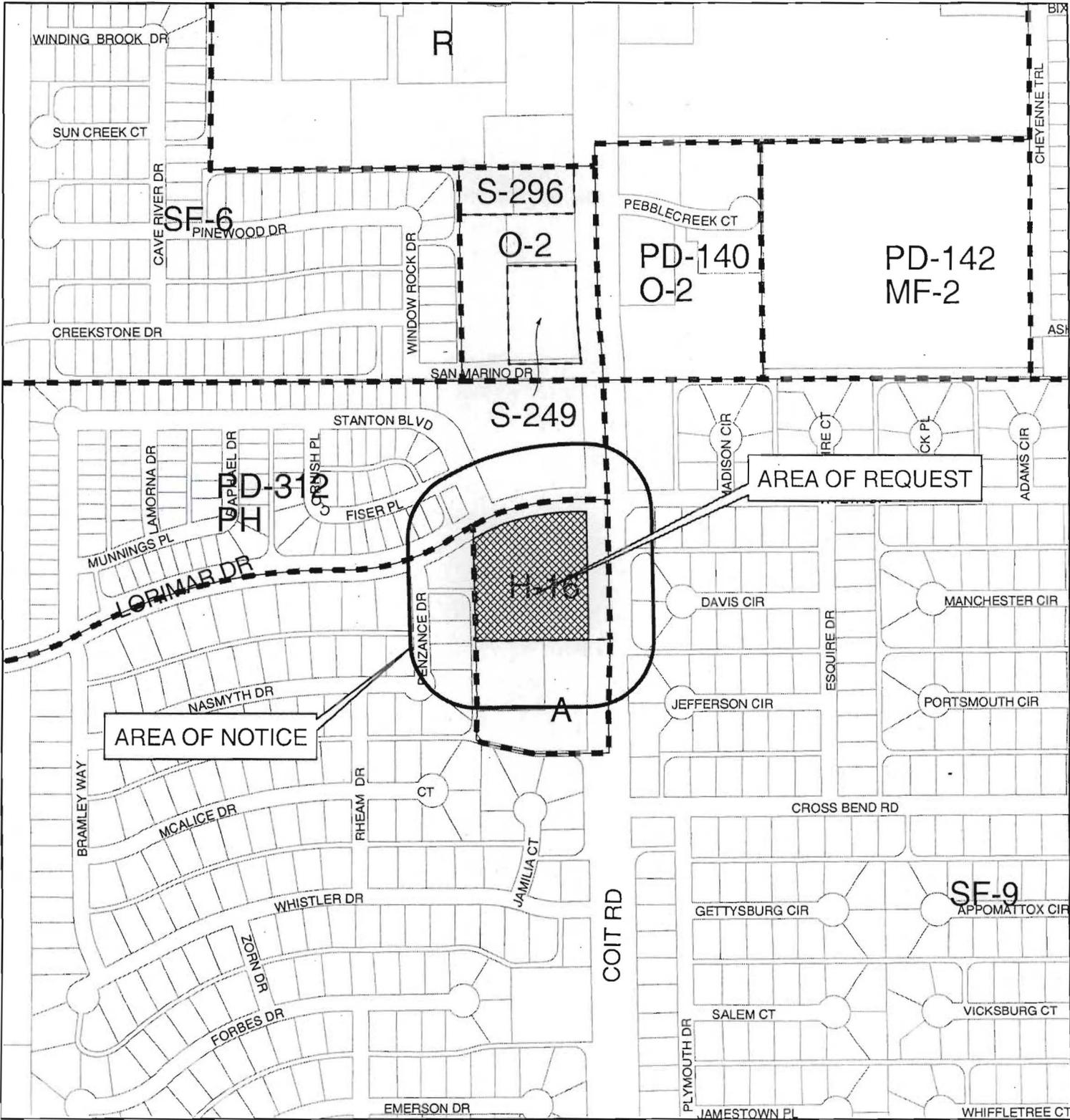
To the west of the site is a residential subdivision zoned Single-Family Residence-9 (SF-9). To the north, across Lorimar Drive (a Type E thoroughfare) is a residential subdivision zoned Planned Development-312-Patio Home (PD-312-PH). To the east, across Coit Road (A Type C thoroughfare) is a residential subdivision zoned SF-9, and to the south is an existing single-family residence zoned A.

The requested SUP is for a winery in a 2,500± square foot existing restaurant building. The activities the applicant plans to provide include: blending, bottling and labeling wines from juice purchased from offsite growers, selling wine for on-premise and off-premise consumption, and wine tasting. The winery use is compatible with the existing A zoning, which allows for farming and agricultural activities such as the growing and processing of grapes and other crops. The existing H designation allows for the existing restaurant use as well as other nonagricultural uses, and the addition of the winery would be complimentary to these uses.

The small size of this site (2.8± acres) would likely inhibit a large scale agricultural and wine-making facility from locating on the subject property. Therefore, staff anticipates that the winery activities will likely not extend outside the existing restaurant building and patio areas. The existing building is 270± feet from the adjacent residential subdivision to the west; a screening wall is not required between the subject property and the adjacent residential subdivision. Staff believes that this location is appropriate for a winery, since the use is consistent with the existing A zoning and restaurant use.

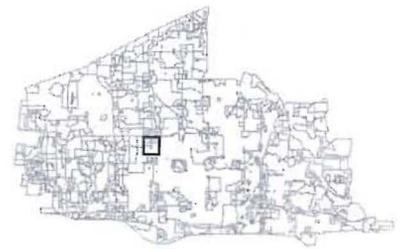
RECOMMENDATION:

Recommended for approval as submitted.

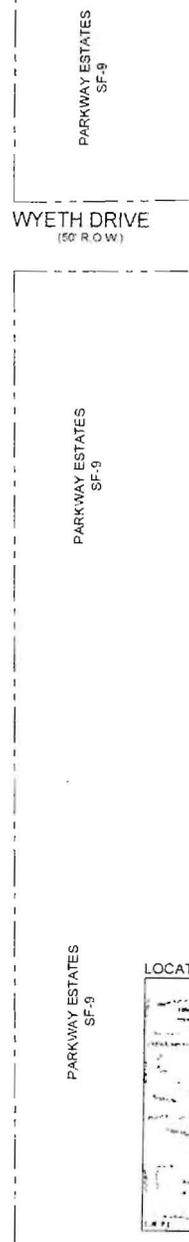
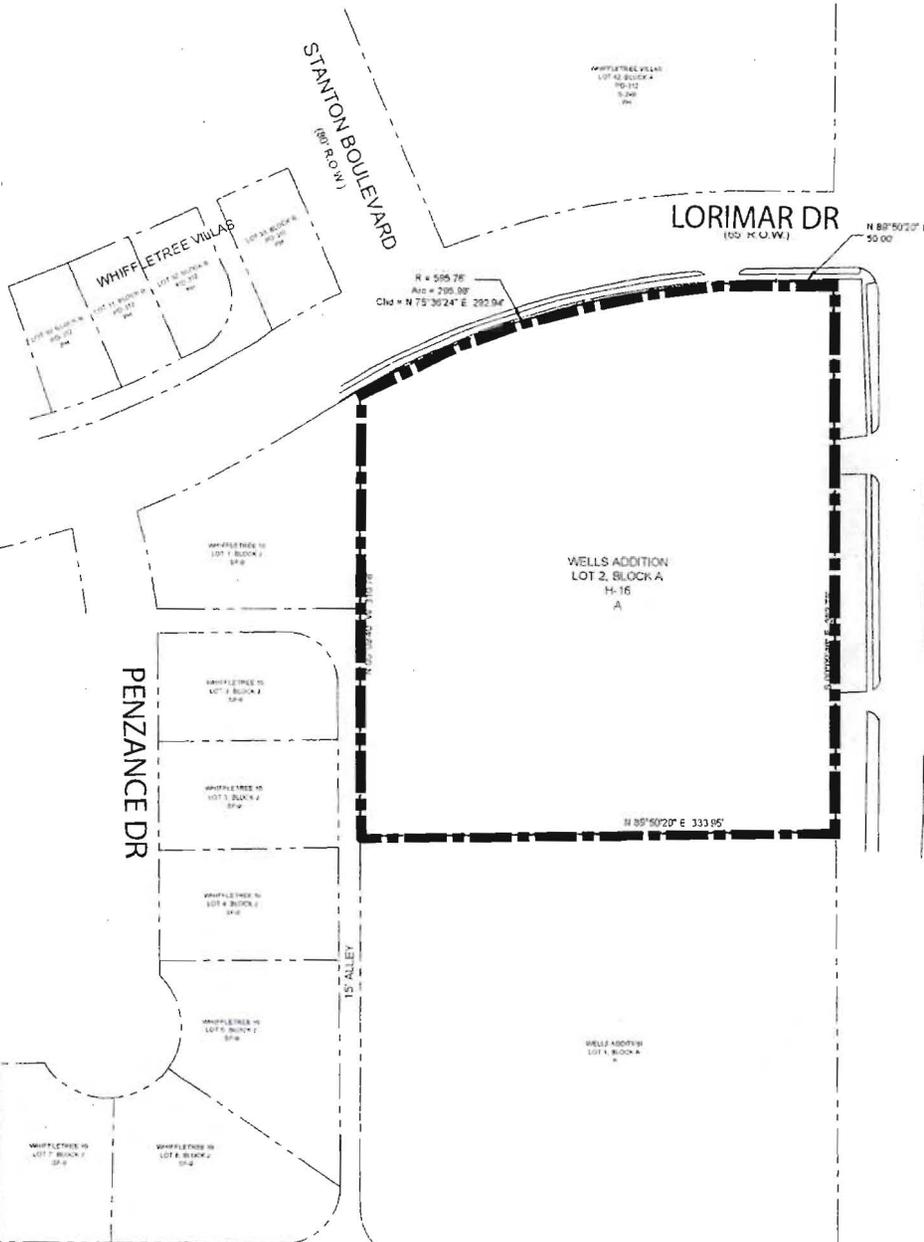


Zoning Case #: 2011-20

Existing Zoning: AGRICULTURAL w/HERITAGE RESOURCE DESIGNATION #16



○ 200' Notification Buffer



**LEGAL DESCRIPTION
SPECIFIC USE PERMIT REQUEST AREA**

Being Lot 2, Block A situated in the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a one inch iron rod, set, being the intersection of the southerly right-of-way line of Lorimar Drive (a 65 foot wide public right-of-way) with the westerly right-of-way line of Coit Road (a 130 foot wide public right-of-way);

THENCE 00 degrees 09 minutes 40 seconds East, a distance of 382.76 feet to an iron rod found for corner;

THENCE North 89 degrees 50 minutes 20 seconds East, a distance of 333.95 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 09 minutes 40 seconds West, a distance of 310.76 feet to a 1/2 inch iron rod found, and being on the southerly right-of-way line of Lorimar Drive, and being the beginning of a non-tangent curve, concave southeasterly, whose radius is 595.76 feet and whose long chord bears North 75 degrees 30 minutes 24 seconds East, a distance of 292.94 feet;

THENCE Northeasterly along said curve and said southerly right-of-way line through a central angle of 28 degrees 27 minutes 53 seconds, an arc distance of 295.98 feet to an iron rod, found;

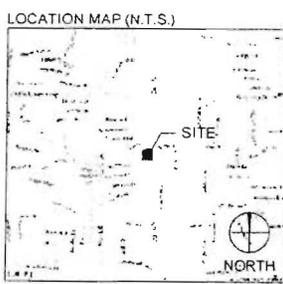
THENCE North 89 degrees 50 minutes 20 seconds East, a distance of 50.00 feet, along said southerly right-of-way line to the POINT OF BEGINNING and containing 2.762 acres of land, more or less.

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of the property shall be considered as an action separate from action taken on this zoning case.



Michael R. **COKER** Company

SIP & SAVOR
3921 Coit Road
LOT 2, BLOCK A
WELLS ADDITION
CITY OF PLANO
COLLIN COUNTY, TEXAS



OWNER WELLS FAMILY TRUST
3901 COIT ROAD
PLANO, TEXAS 75095

APPLICANT JOHN & TERESA WEEKS
4115 WHISTLER DRIVE
PLANO, TEXAS 75003
972-839-4108

SUP REQUEST FOR WINERY

Zoning Case #2011-20

Drawing Title
ZONING EXHIBIT

Issue Date 07/06/11
Coker Co Project 21104
Reviewed By MSC
Drawn By ocs

Drawing Number
S-1

Filename Weeks-Coit

Zoning Case 2011-20

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 612 so as to allow for the additional use of a Winery on 2.8± acres of land out of the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, located at the southwest corner of Coit Road and Lorimar Drive, in the City of Plano, Collin County, Texas, presently zoned Agricultural with Heritage Resource Designation #16; 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 12th day of September, 2011, for the purpose of considering granting Specific Use Permit No. 612 for the additional use of a Winery on 2.8± acres of land out of the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, located at the southwest corner of Coit Road and Lorimar Drive, in the City of Plano, Collin County, Texas, presently zoned Agricultural with Heritage Resource Designation #16; 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 12th day of September, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 612 for the additional use of a Winery on 2.8± acres of land out of the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, located at the southwest corner of Coit Road and Lorimar Drive in the City of Plano, Collin County, Texas, 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. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 612 for the additional use of a Winery on 2.8± acres of land out of the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, located at the southwest corner of Coit Road and Lorimar Drive, in the City of Plano, Collin County, Texas, presently zoned Agricultural with Heritage Resource Designation #16, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section 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 person, firm or corporation found to be violating any term or provision of this Ordinance, 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 12TH DAY OF SEPTEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-20

BEING Lot 2, Block A situated in the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a one-inch iron rod, set, being the intersection of the southerly right-of-way line of Lorimar Drive (a 65-foot wide public right-of-way) with the westerly right-of-way line of Coit Road (a 130-foot wide public right-of-way);

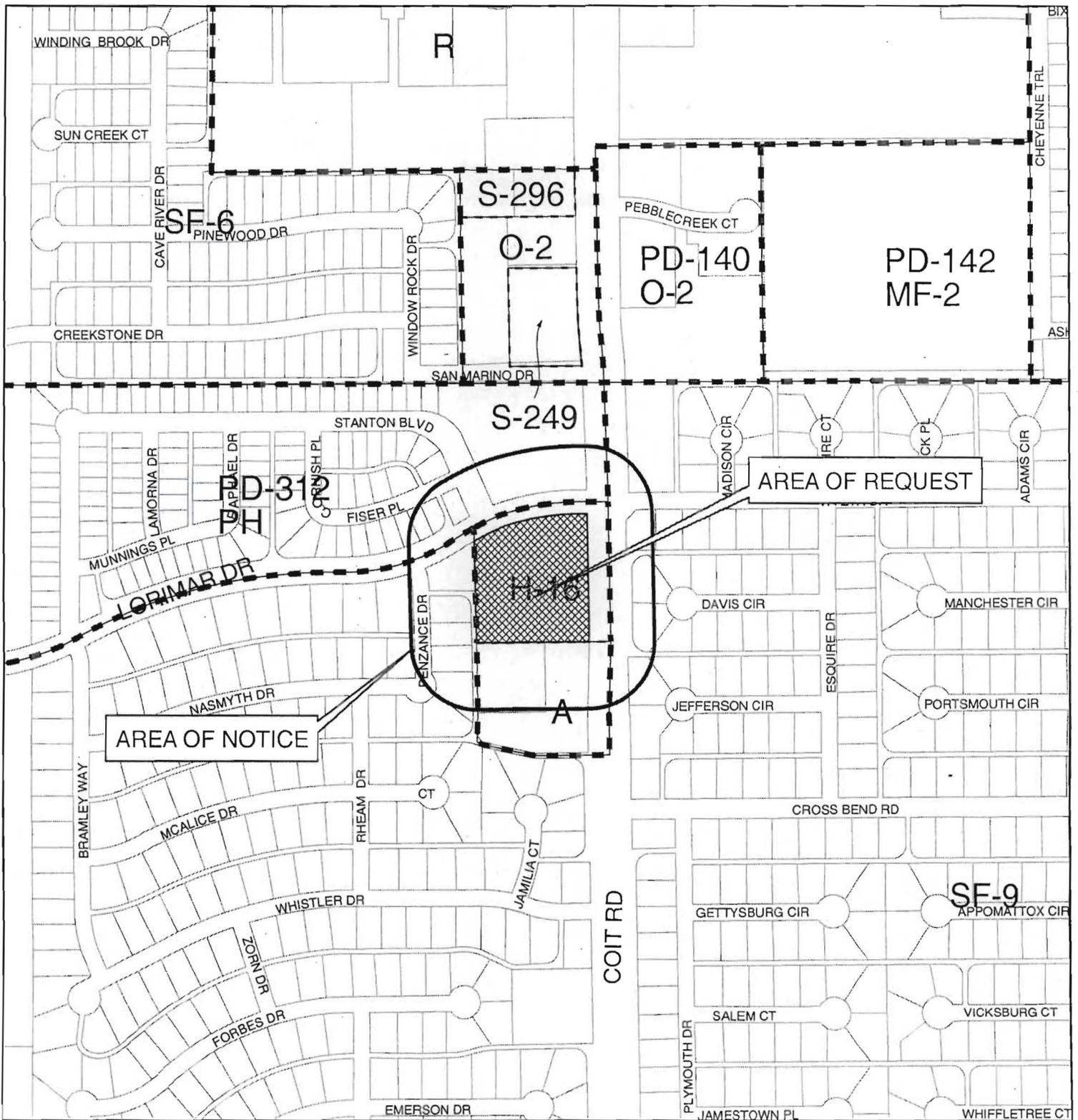
THENCE South $00^{\circ} 09' 40''$ East, a distance of 382.78 feet to an iron rod found for corner;

THENCE North $89^{\circ} 50' 20''$ East, a distance of 333.95 feet to a 1/2-inch iron rod found for corner;

THENCE North $00^{\circ} 09' 40''$ West, a distance of 310.76 feet to a 1/2-inch iron rod found, and being on the southerly right-of-way line of Lorimar Drive, and being the beginning of a non-tangent curve, concave southeasterly, whose radius is 595.76 feet and whose long chord bears North $75^{\circ} 36' 24''$ East, a distance of 292.94 feet;

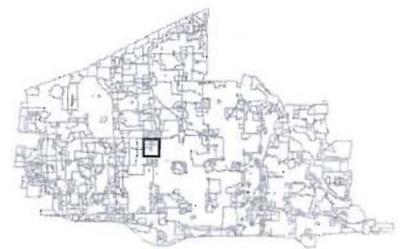
THENCE northeasterly along said curve and said southerly right-of-way line through a central angle of $28^{\circ} 27' 53''$, an arc distance of 295.98 feet to an iron rod found;

THENCE North $89^{\circ} 50' 20''$ East, a distance of 50.00 feet, along said southerly right-of-way line to the POINT OF BEGINNING and CONTAINING 2.782 acres of land, more or less.

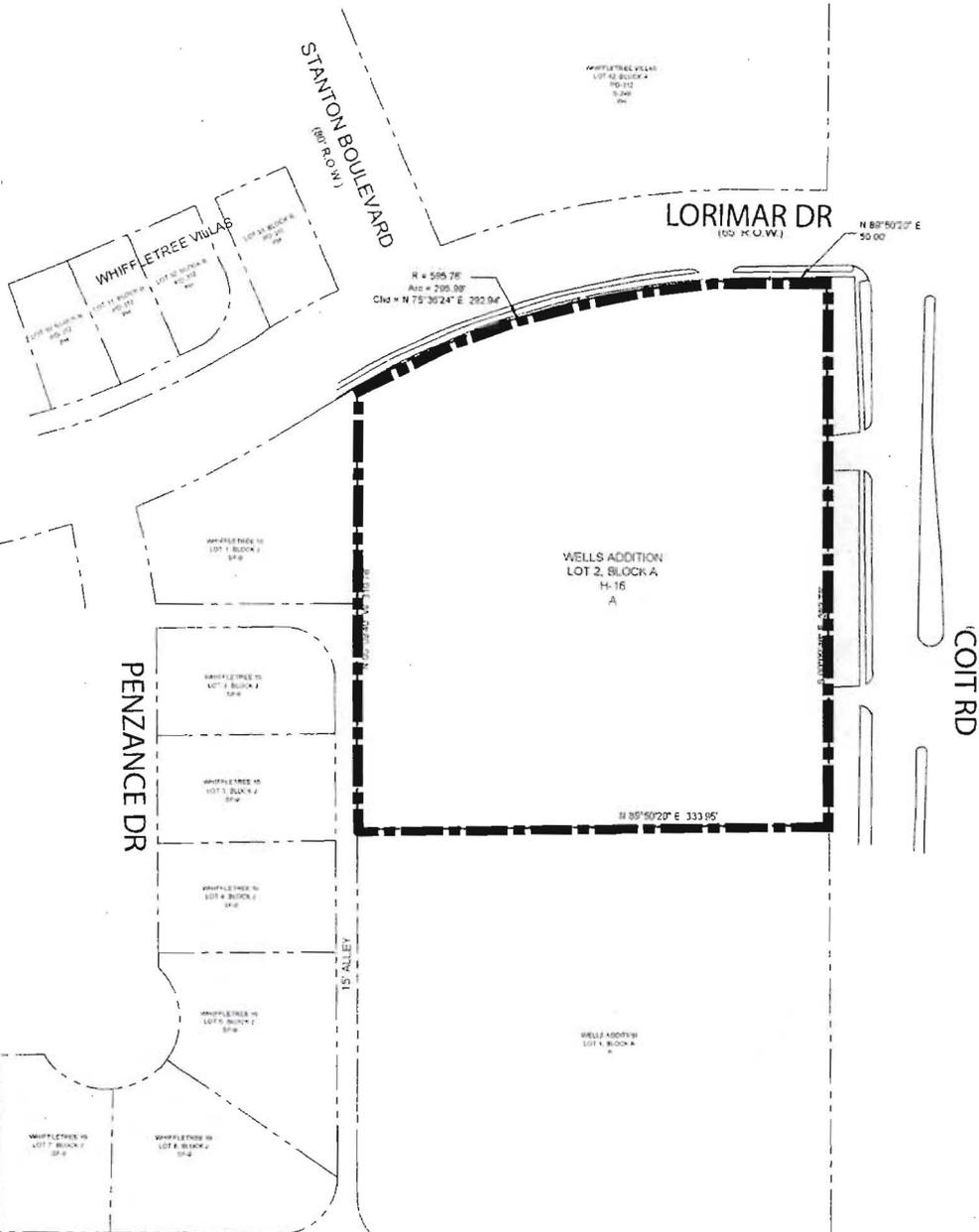


Zoning Case #: 2011-20

Existing Zoning: AGRICULTURAL w/HERITAGE RESOURCE DESIGNATION #16



○ 200' Notification Buffer



**LEGAL DESCRIPTION
SPECIFIC USE PERMIT REQUEST AREA**

Being Lot 2, Block A situated in the Mary K. and Sally Owens Survey, Abstract No. 672, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a one inch iron rod, set, being the intersection of the southerly right-of-way line of Lorimar Drive (a 65 foot wide public right-of-way) with the westerly right-of-way line of Coit Road (a 130 foot wide public right-of-way);

THENCE 00 degrees 09 minutes 40 seconds East, a distance of 382.78 feet to an iron rod found for corner;

THENCE North 89 degrees 50 minutes 20 seconds East, a distance of 333.95 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 09 minutes 40 seconds West, a distance of 310.76 feet to a 1/2 inch iron rod found, and being on the southerly right-of-way line of Lorimar Drive, and being the beginning of a non-tangent curve, concave southeasterly, whose radius is 595.76 feet and whose long chord bears North 75 degrees 30 minutes 24 seconds East, a distance of 292.94 feet;

THENCE Northeasterly along said curve and said southerly right-of-way line through a central angle of 28 degrees 27 minutes 53 seconds, an arc distance of 295.98 feet to an iron rod, found;

THENCE North 89 degrees 50 minutes 20 seconds East, a distance of 50.00 feet, along said southerly right-of-way line to the POINT OF BEGINNING and containing 2.782 acres of land, more or less.

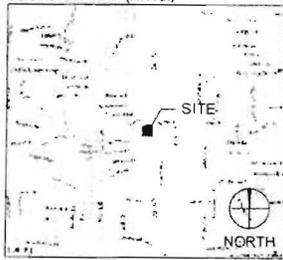
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of the property shall be considered as an action separate from action taken on this zoning case.



Michael R. **COKER** Company

SIP & SAVOR
3921 Coit Road
LOT 2, BLOCK A
WELLS ADDITION
CITY OF PLANO
COLLIN COUNTY, TEXAS

LOCATION MAP (N.T.S.)



OWNER WELLS FAMILY TRUST
3901 COIT ROAD
PLANO, TEXAS 75095

APPLICANT JOHN & TERESA WEEKS
4115 WHISTLER DRIVE
PLANO, TEXAS 75003
972-839-4108

SUP REQUEST FOR WINERY



Zoning Case #2011-20

Drawing Title

ZONING EXHIBIT

Issue Date 07/06/11
Coker Co Project 21104
Reviewed By MSC
Drawn By ocs

Drawing Number

S-1

Filename Weeks-Coit

PLANNING & ZONING COMMISSION
CITY OF PLANO, TEXAS
3921 Coit Road, Suite 100
PLANO, TEXAS 75095
972-839-4108



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 12, 2011		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-18 - Request to rezone 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road from Regional Commercial to Single-Family Residence-6. Zoned Regional Commercial/State Highway 121 Overlay District. Applicant: Birkel Custer 121 Partners Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
At its August 1, 2011 meeting, the Planning & Zoning Commission denied this request by a vote of 4-3. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Letter of Appeal from Applicant			Planning & Zoning Commission	
2nd Vice Chair Report				
P&Z follow-up Memo				
Staff Report				
Locator Map				
Zoning Exhibit				
Concept Plan				



TIPTON ENGINEERING, INC.

ENGINEERING • SURVEYING • PLANNING

5029

6330 Broadway Blvd. • Suite C • Garland, Texas 75043 • (972) 226-2967 • FAX (972) 226-1946

August 3, 2011

Ms. Bester Munyaradzi, AICP
CITY OF PLANO
1520 Avenue K
Plano, TX 75086

**RE: ZONING CASE 2011-18
CONCEPT PLAN – KATHRYN PARK**

Dear Ms. Munyaradzi:

We would like to appeal the Planning and Zoning Commission's denial of the Kathryn Park zoning case and associated concept plan to the next City Council meeting. We included a check for \$ 185 for the required fees.

Please contact us if you have any questions or if we can be of any assistance.

Sincerely,

TIPTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Richard Hovas', is written over the printed name.

Richard Hovas, P.E.

**Recommendation of the Planning & Zoning Commission
August 1, 2011 Meeting
Second Vice-Chair's Report**

Zoning Case 2011-18 – Request to rezone 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road from Regional Commercial to Single-Family Residence-6. Zoned Regional Commercial/State Highway 121 Overlay District.

Applicant: Birkel Custer 121 Partners Ltd.

Staff Recommendation: Denial

Commission Action: Request was denied 4-3. First Vice Chair Downs, Second Vice Chair Coleman, and Commissioners Dry and Smith supported denial of the request. Comments included:

- The site is within an expressway corridor and should be reserved for economic development and employment.
- The site is adjacent to nonresidential uses and lacks proximity to other single-family developments, schools, or parks.
- A higher density use other than single-family residential is more appropriate for the site.
- With easy access to State Highway 121, the site still offers opportunity for commercial development.

Commissioners Balda, Hazelbaker, and Norton supported approval of the request. Comments included:

- Under the existing commercial zoning, the site has been undeveloped for some time.
- The site is not viable for commercial use since it lacks visibility from State Highway 121.
- Residential use is appropriate for the site since the surrounding uses are known.
- Adjacent land uses, including a retail nursery, cemetery and church, are compatible with residential development.

Additional Comments: The concept plan associated with Zoning Case 2011-18 was denied by the Commission 4-3.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Michael Coleman", with a long horizontal line extending to the right.

Michael Coleman
Second Vice Chair
Planning & Zoning Commission

DATE: August 2, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 1, 2011

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2011-18
APPLICANT: BIRKEL CUSTER 121 PARTNERS LTD.**

Request to rezone 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road **from** Regional Commercial **to** Single-Family Residence-6. Zoned Regional Commercial/State Highway 121 Overlay District.

APPROVED: _____ **DENIED:** 4-3 **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 1

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

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

STIPULATIONS:

Recommended for denial.

The Commissioners voting in opposition believed that single-family residential development is appropriate for the subject site since the existing surrounding uses are known. Additionally, they believed that the site has been undeveloped for quite some time, and opportunities for nonresidential uses are limited since the site lacks visibility.

FOR CITY COUNCIL MEETING OF: September 12, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING

BM/dc

xc: Birkel Custer 121 Partners Ltd.
Jim Douglas, Douglas Properties, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 1, 2011

Agenda Item No. 7A

Public Hearing: Zoning Case 2011-18

Applicant: Birkel Custer 121 Partners Ltd.

DESCRIPTION:

Request to rezone 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road **from** Regional Commercial **to** Single-Family Residence-6. Zoned Regional Commercial/State Highway 121 Overlay District.

REMARKS:

The applicant is requesting to rezone 13.9± acres at the northwest corner of Kathryn Lane and Rowlett Cemetery Road. The current zoning is Regional Commercial (RC). The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses.

The requested zoning is Single-Family Residence-6 (SF-6). The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

Surrounding Land Use and Zoning

The property to the north is currently undeveloped and zoned RC; to the east, across Rowlett Cemetery Road, there is a vacant property, a veterinary clinic, and a cemetery all zoned RC. To the west is a garden center zoned RC. To the south and across Kathryn Lane are existing multifamily units zoned Planned Development-484-Multifamily-2 (PD-484-MF-2).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). This request is not in conformance with the Future Land Use Plan since the applicant is proposing SF-6 residential development. The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities.

Housing Density Policy Statement

The policy statement recommends no residential development within 1,200 feet of the centerline of State Highway 121 and the proposed project is 803± feet from the centerline of State Highway 121. A reason for the 1,200 foot setback provision is due to proximity of residential use to an expressway and promoting a livable residential environment. The setback area allows for commercial development to serve as a buffer for residential uses located beyond the 1,200 foot distance.

The existing multifamily developments at the southwest corner of Kathryn Lane and Rowlett Cemetery Road, as well as at the southeast corner of Independence Parkway and State Highway 121, were zoned for multifamily prior to the policy statement that prohibits residential development within 1,200 feet of the centerline of State Highway 121. The State Highway 121 residential setback policy was established in 1998 and the zoning for both multifamily developments were adopted in 1994.

Infill Housing Policy Statement

The Infill Housing Policy recommends that infill housing be adjacent or be in close proximity to existing residential development to take advantage of existing amenities. The subject property is not adjacent to any single-family residential neighborhoods. The nearest residential development is the multifamily units to the south, across Kathryn Lane, and the proposed single-family development will not be able to benefit from the multifamily amenities. In addition, the proposed site does not have parks and schools nearby.

Rezoning to Meet Demand Policy Statement

The Rezoning to Meet Demand Policy recommends that the area to be rezoned be an extension of a residential neighborhood and that it is not separated from the neighborhood by a Type "C" thoroughfare or larger. The proposed development is not an extension of an existing single-family neighborhood. The policy further notes that conversion of a property to residential use should be to provide for an appropriate transition between residential and nonresidential uses. This property is more suitable for nonresidential uses to provide a better buffer between State Highway 121 and the existing multifamily residential use to the south. Additionally, the proposed single-family housing at this location introduces housing in an area where adjacent developments are nonresidential uses.

Adequacy of Public Facilities

Water and sanitary sewer services are available to serve the subject property. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single family residential.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

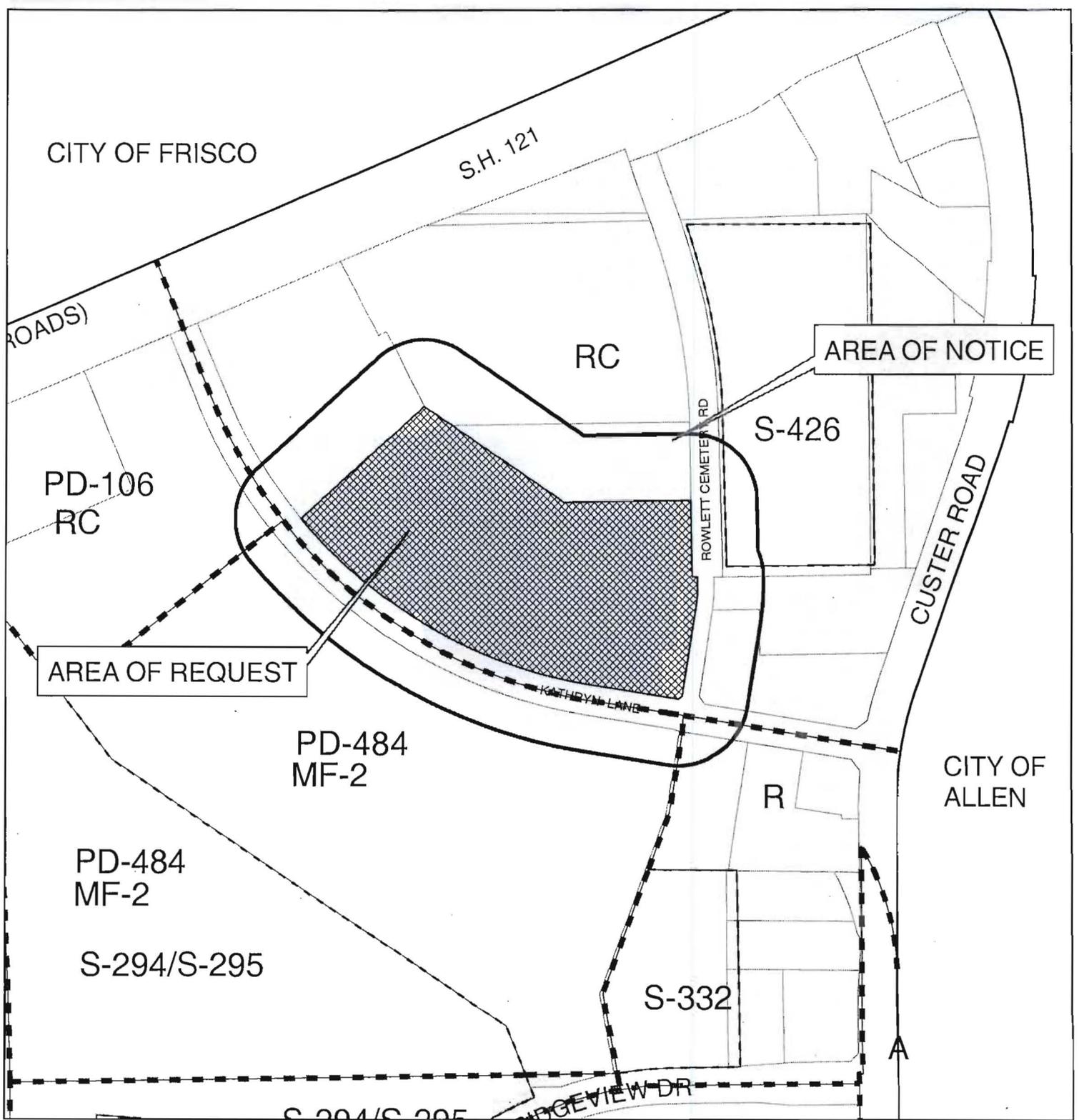
Summary

The applicant is requesting to rezone an undeveloped 13.9± acre tract from RC to SF-6 for single-family residential development. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan, and it is not consistent with the city's land use policies regarding the preservation of land within major expressway corridors and employment centers for economic development and employment opportunities. Furthermore, the request is not consistent with Housing Density, Infill Housing and Rezoning to Meet Demand policy statements.

Overall, staff believes the proposed location is not appropriate for single-family uses. While there are existing multifamily units to the south, Kathryn Lane forms a good divider for other nonresidential uses to the north. The current RC zoning provides numerous commercial uses that are more suitable at this location than what is being proposed. Single-family uses at the proposed location will not be the best and appropriate use for the site. Therefore, staff recommends denial of the requested rezoning from RC to SF-6.

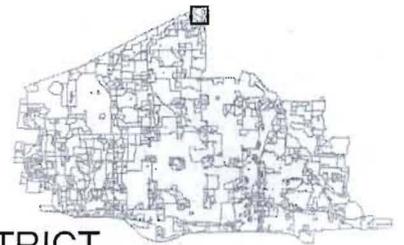
RECOMMENDATION:

Recommended for denial.



Zoning Case #: 2011-18

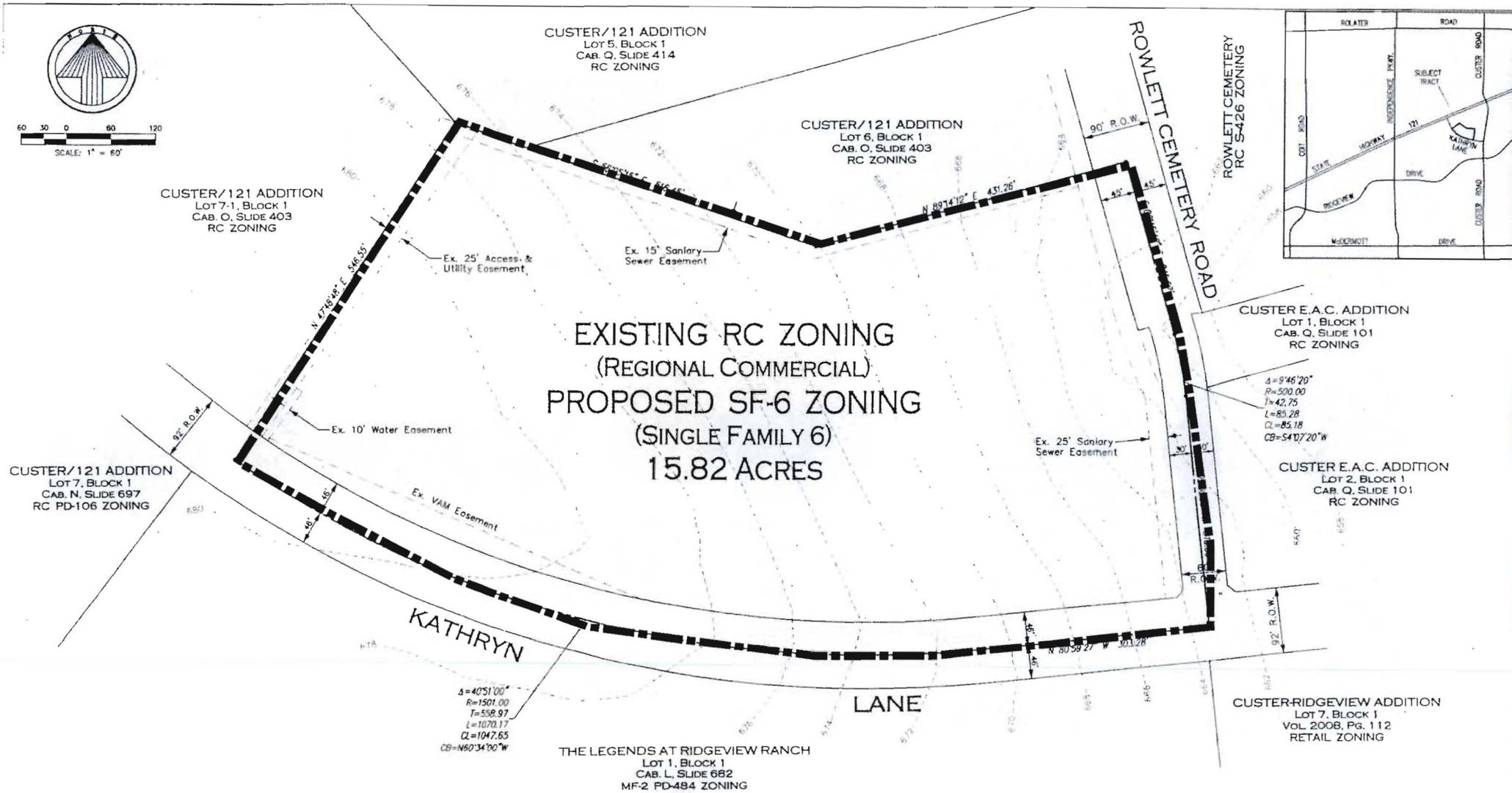
Existing Zoning: REGIONAL COMMERCIAL/
STATE HIGHWAY 121 OVERLAY DISTRICT



○ 200' Notification Buffer



60 30 0 60 120
SCALE: 1" = 60'



~ OWNER ~
BIRKEL CUSTER 121 PARTNERS LTD
 3824 Cedar Springs Road ~ Dallas, Texas 75219
 979-828-3868

~ DEVELOPER ~
DOUGLAS PROPERTIES INC.
 2309 Avenue K ~ Suite 101 ~ Plano, Texas 75074
 972-422-1658

NOTES:

1. Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

LEGAL DESCRIPTION

BEING all of Lot 6, Block 1 of the CUSTER/121 ADDITION as recorded in Cabinet 0, Slide 403 in the Last Records of Cash County, Texas (LURC), the subject tract being more particularly described as follows:
 BEGINNING at the northwest corner of said Lot 6, Block 1 and the southeast corner of Lot 7-1, Block 1 of said CUSTER/121 ADDITION (Final Plat);
 THENCE S 89° 05' 15" E, a distance of 516.45 feet;
 THENCE N 89° 14' 17" E, a distance of 431.32 feet to the centerline of Rowlett Cemetery Road (92' R.O.W.);
 THENCE S 89° 45' 48" E, along the centerline of said Rowlett Cemetery Road a distance of 348.87 feet;
 THENCE, continuing along said centerline, the beginning of a tangent curve to the right having a central angle of 08° 42' 57", a radius of 303.00 feet and an arc distance of 65.28 feet, and a chord bearing of S 04° 07' 30" W=25.14 feet;
 THENCE, S 09° 00' 37" W, a distance of 316.30 feet to the centerline of Kathryn Lane (82' R.O.W.);
 THENCE, N 89° 28' 27" E, along said centerline of Kathryn Lane a distance of 303.38 feet;
 THENCE, continuing along said centerline, the beginning of a tangent curve to the right having a central angle of 40° 27' 02", a radius of 103.00 feet and an arc distance of 127.13 feet, and a chord bearing of N 89° 34' 35" W=104.25 feet;
 THENCE, N 47° 46' 46" E, a distance of 548.52 feet to the Place of Beginning with the subject tract containing 158,158 square feet or 15.8223 acres of land.

2011-18
 ZONING EXHIBIT
KATHRYN PARK
 BEING 15.82 ACRE IN THE
 GEORGE WHITE SURVEY, ABSTRACT NO. 992
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 JULY 07, 2011



60 30 0 60 120
SCALE: 1" = 60'

CUSTER/121 ADDITION
LOT 5, BLOCK 1
CAB. Q, SLIDE 414
RC ZONING

CUSTER/121 ADDITION
LOT 6, BLOCK 1
CAB. Q, SLIDE 403
RC ZONING

CUSTER/121 ADDITION
LOT 7-1, BLOCK 1
CAB. Q, SLIDE 403
RC ZONING

CUSTER/121 ADDITION
LOT 7, BLOCK 1
CAB. N, SLIDE 697
RC PD-106 ZONING

PROPOSED SF-6 STANDARDS

Min. Lot Area	6,000 s.f.
Min. Lot Width	55'
Min. Lot Depth	100'
Min. Front Yard	25'
Min. Side Yard (adjacent to side street)	6'
Min. Rear Yard	10'
Min. Floor Area	800 s.f.
Max. Building Height	35'
Max. Lot Coverage	45%

Prop. VAM Easement
Lot 1, Block X, 981 s.f. to
be dedicated to the H.O.A.

KATHRYN

$\Delta=40^{\circ}34'50''$
 $R=1455.00$
 $T=542.77$
 $L=1039.02$
 $CL=1017.08$
 $CB=560^{\circ}32'00''E$

THE LEGENDS AT RIDGEVIEW RANCH
LOT 1, BLOCK 1
CAB. L, SLIDE 682
MF-2 PD-484 ZONING

LANE

ROWLETT CEMETERY ROAD

ROWLETT CEMETERY
RC S426 ZONING

$\Delta=223^{\circ}50'$
 $R=761.24$
 $T=15.93$
 $L=31.88$
 $CL=31.88$
 $CB=S15^{\circ}40'E$
 $N 89^{\circ}18'10"E 15.01'$

CUSTER E.A.C. ADDITION
LOT 1, BLOCK 1
CAB. Q, SLIDE 101
RC ZONING

$\Delta=120^{\circ}5'50''$
 $R=470.00$
 $T=49.80$
 $L=98.23$
 $CL=99.05$
 $CB=N25^{\circ}74'0"E$

CUSTER E.A.C. ADDITION
LOT 2, BLOCK 1
CAB. Q, SLIDE 101
RC ZONING

CUSTER-RIDGEVIEW ADDITION
LOT 7, BLOCK 1
VOL. 2008, PG. 112
RETAIL ZONING



~ OWNER ~
BIRKEL CUSTER 121 PARTNERS LTD
3824 Cedar Springs Road ~ Dallas, Texas 75219
979-828-3968

~ DEVELOPER ~
DOUGLAS PROPERTIES INC.
2309 Avenue K ~ Suite 101 ~ Plano, Texas 75074
972-422-1658

TIPTON ENGINEERING, INC.
ENGINEERING • SURVEYING • PLANNING • E-2928
8330 Broadway Blvd. • Suite C • Garland, Texas 75043 • (972) 226-2967
rhovas@tiptoneng.com

CONCEPT PLAN
KATHRYN PARK
BEING 13.80 ACRE IN THE
GEORGE WHITE SURVEY, ABSTRACT NO. 992
CITY OF PLANO, COLLIN COUNTY, TEXAS
69 SF-6 RESIDENTIAL LOTS
JULY 25, 2011



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 12, 2011		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey, ext. 7156				
CAPTION				
Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Kathryn Park - 69 Single-Family Residence-6 lots and two common area lots on 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road. Zoned Regional Commercial/State Highway 121 Overlay District. Applicant: Birkel Custer 121 Partners Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
At its August 1, 2011 meeting, the Planning & Zoning Commission denied the concept plan, by a vote of 4-3, due to their denial recommendation for the companion Zoning Case 2011-18. A simple majority, or 5 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Appeal from Applicant		Planning & Zoning Commission		
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Concept Plan				



TIPTON ENGINEERING, INC.

ENGINEERING • SURVEYING • PLANNING

5029

6330 Broadway Blvd. • Suite C • Garland, Texas 75043 • (972) 226-2967 • FAX (972) 226-1946

August 3, 2011

Ms. Bester Munyaradzi, AICP
CITY OF PLANO
1520 Avenue K
Plano, TX 75086

**RE: ZONING CASE 2011-18
CONCEPT PLAN – KATHRYN PARK**

Dear Ms. Munyaradzi:

We would like to appeal the Planning and Zoning Commission's denial of the Kathryn Park zoning case and associated concept plan to the next City Council meeting. We included a check for \$ 185 for the required fees.

Please contact us if you have any questions or if we can be of any assistance.

Sincerely,

TIPTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Richard Hovas', is written over the printed name.

Richard Hovas, P.E.

DATE: August 2, 2011
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 1, 2011

**AGENDA ITEM NO. 7B - CONCEPT PLAN
3/KATHRYN PARK
APPLICANT: BIRKEL CUSTER 121 PARTNERS LTD.**

69 Single Family Residence-6 lots and two common area lots on 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road. Zoned Regional Commercial/State Highway 121 Overlay District. Neighborhood #3.

APPROVED: _____ **DENIED:** 4-3 **TABLED:** _____

STIPULATIONS:

Denied. The Commission voted denial of the concept plan due to their denial recommendation for the companion Zoning Case 2011-18.

BM/dc

xc: Birkel Custer 121 Partners, Ltd.
Jim Douglas, Douglas Properties, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 1, 2011

Agenda Item No. 7B

Concept Plan: Kathryn Park

Applicant: Birkel Custer 121 Partners Ltd.

DESCRIPTION:

69 Single Family Residence-6 lots and two common area lots on 13.9± acres located at the northwest corner of Kathryn Lane and Rowlett Cemetery Road. Zoned Regional Commercial/State Highway 121 Overlay District. Neighborhood #3.

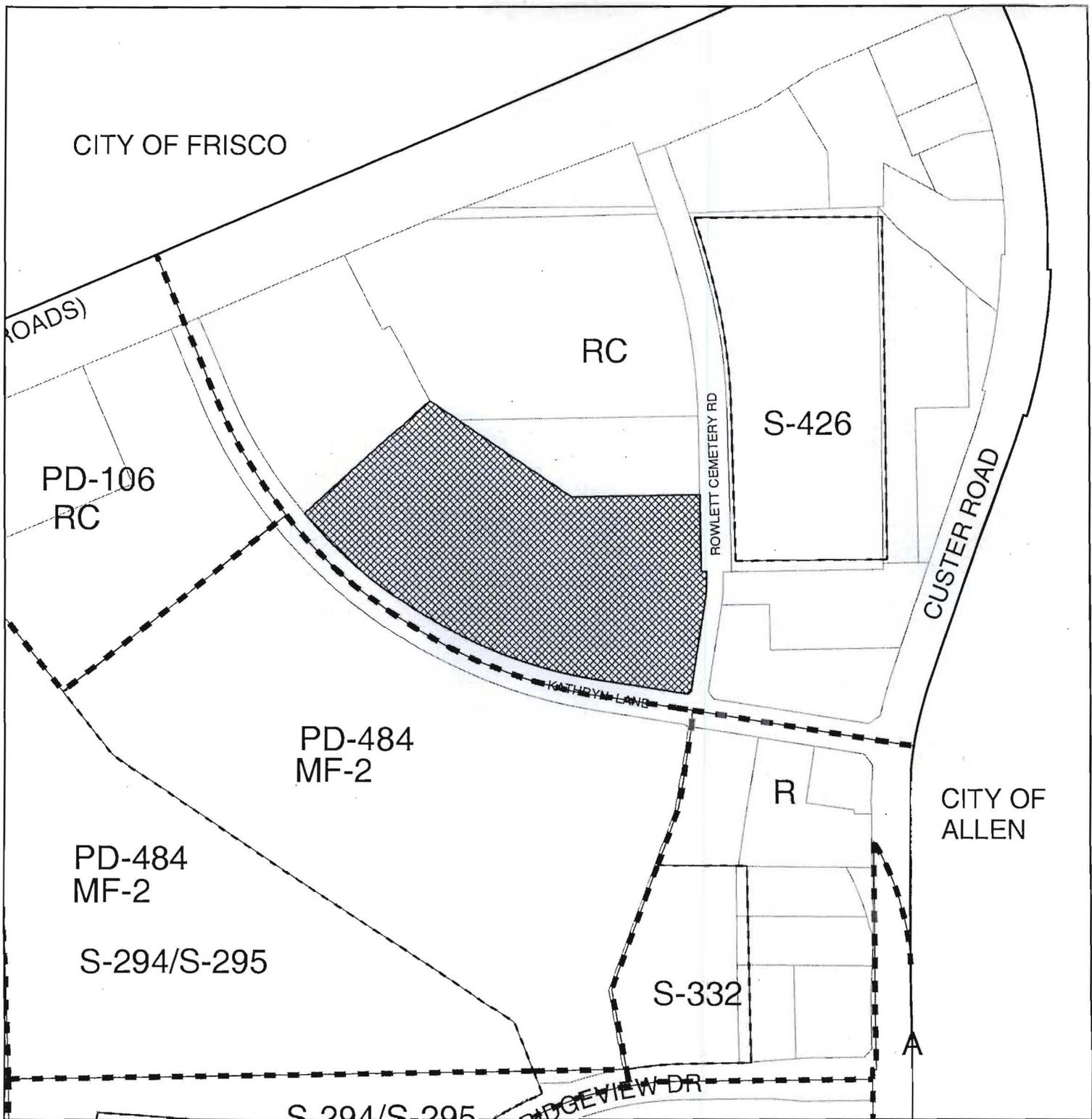
REMARKS:

This concept plan is subject to approval of companion Zoning Case 2011-18. The concept plan proposes 69 Single-Family Residence-6 lots and two common area lots. The purpose for the concept plan is to show the proposed lot and street layout for the development. The site has access from Kathryn Lane and Rowlett Cemetery Road. The existing fire lane at the west end of the property is proposed to be a common area lot, owned and maintained by the Homeowners' Association. While the fire lane is mostly on the subject property, it provides access to the adjacent garden center and religious facility to the north.

Due to staff's recommendation for denial of the companion case, Zoning Case 2011-18, staff recommends denial of the proposed concept plan.

RECOMMENDATION:

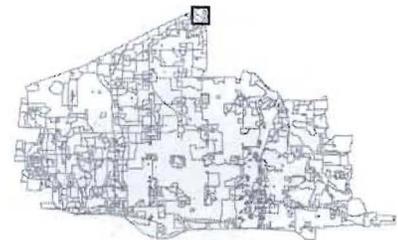
Recommended for denial.



Item Submitted: CONCEPT PLAN

Title: KATHRYN PARK

Zoning: REGIONAL COMMERCIAL/
STATE HIGHWAY 121 OVERLAY DISTRICT



○ 200' Notification Buffer



60 30 0 60 120
SCALE: 1" = 60'

CUSTER/121 ADDITION
LOT 5, BLOCK 1
CAB. Q, SLIDE 414
RC ZONING

CUSTER/121 ADDITION
LOT 6, BLOCK 1
CAB. Q, SLIDE 403
RC ZONING

CUSTER/121 ADDITION
LOT 7-1, BLOCK 1
CAB. Q, SLIDE 403
RC ZONING

ROWLETT CEMETERY
RC S426 ZONING

$\Delta = 223^{\circ}50'$
 $R = 761.24'$
 $T = 15.93'$
 $L = 31.88'$
 $Q = 31.88'$
 $CB = S157^{\circ}40' E$
 $N 89^{\circ}18'10" E 15.01'$

CUSTER E.A.C. ADDITION
LOT 1, BLOCK 1
CAB. Q, SLIDE 101
RC ZONING

$\Delta = 120^{\circ}50'$
 $R = 470.00'$
 $T = 49.80'$
 $L = 98.23'$
 $Q = 99.05'$
 $CB = N257^{\circ}40' E$

CUSTER E.A.C. ADDITION
LOT 2, BLOCK 1
CAB. Q, SLIDE 101
RC ZONING

CUSTER/121 ADDITION
LOT 7, BLOCK 1
CAB. N, SLIDE 697
RC PD-106 ZONING

PROPOSED SF-6 STANDARDS

- Min. Lot Area 6,000 s.f.
- Min. Lot Width 55'
- Min. Lot Depth 100'
- Min. Front Yard 25'
- Min. Side Yard 6'
- (adjacent to side street) 15'
- Min. Rear Yard 10'
- Min. Floor Area 800 s.f.
- Max. Building Height 35'
- Max. Lot Coverage 45%

Prop. VAM Easement
Lot 1, Block X, 981 s.f. to
be dedicated to the H.O.A.

KATHRYN

$\Delta = 40^{\circ}54'50''$
 $R = 1455.00'$
 $T = 542.77'$
 $L = 1039.02'$
 $CL = 1017.08'$
 $CB = S60^{\circ}32'00'' E$

THE LEGENDS AT RIDGEVIEW RANCH
LOT 1, BLOCK 1
CAB. L, SLIDE 682
MF-2 PD-484 ZONING

LANE

CUSTER-RIDGEVIEW ADDITION
LOT 7, BLOCK 1
VOL. 2008, PG. 112
RETAIL ZONING

~ OWNER ~
BIRKEL CUSTER 121 PARTNERS LTD
3824 Cedar Springs Road ~ Dallas, Texas 75219
979-828-3968

~ DEVELOPER ~
DOUGLAS PROPERTIES INC.
2309 Avenue K ~ Suite 101 ~ Plano, Texas 75074
972-422-1658

TIPTON ENGINEERING, INC.
ENGINEERING • SURVEYING • PLANNING • E-2928
8330 Broadway Blvd. • Suite C • Garland, Texas 75043 • (972) 226-2967
rhovas@tiptoneng.com

CONCEPT PLAN
KATHRYN PARK
BEING 13.80 ACRE IN THE
GEORGE WHITE SURVEY, ABSTRACT NO. 992
CITY OF PLANO, COLLIN COUNTY, TEXAS
69 SF-6 RESIDENTIAL LOTS
JULY 25, 2011