

# CITY COUNCIL

1520 AVENUE K



DATE: 9/12/2016  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Pastor Kelvin Foley  
North Dallas Community Bible Fellowship  
PLEDGE OF ALLEGIANCE: Girl Scout Troop 7917

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 23 through September 25 this year.</p> <p>SPECIAL RECOGNITION: The Mayor is recognizing the participants in the Plano Mayor's Summer Internship Program.</p> <p>SPECIAL RECOGNITION: The Plano Citizens Academy Class recently completed the necessary courses for graduation.</p> <p>PROCLAMATION: September is Food Safety Month.</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Planning and Zoning Commission</u></b> Michael O'Hanlon</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) August 13, 2016  August 22, 2016  August 31, 2016</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2016-0433-C for a one (1) year contract with three (3) one-year City optional renewals for Reinforcing Steel for Public Works Department to Barnsco, Inc. in the estimated annual amount of \$82,237; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) RFP No. 2016-0184-C for a five (5) year revenue generating contract with two (2) five-year City optional renewals for a lease agreement for office space, conference room and paved outside storage for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC in the amount of \$88,500 for the first five (5) year term; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) RFP No. 2016-0184-C for a five (5) year contract with two (2) City optional five-year renewals for Roll Out Containers and Maintenance Services for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC in the estimated amount of \$3,279,116; and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2016-0459-B for Municipal Center Access Control System Retrofit to Convergent Technologies LLC in the amount of \$144,715; and authorizing the City Manager to execute all necessary documents.</p> <p>(f) Bid No. 2016-0411-B for J Avenue Parking Improvements in the amount of \$842,521 to JC Commercial Inc.; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) Bid No. 2016-0463-B for the White Rock Creek &amp; Prairie Creek Sewer Mains Rehabilitation Project No. 6432 to Insituform Technologies, LLC in the amount of \$6,672,400; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>Purchase from an Existing Contract</b></p>	
(h)	<p>To approve the purchase of desktop computers for Technology Services in the amount of \$83,190 from Dell Marketing, LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1951)</p>	
(i)	<p>To approve the purchase of Argus Thermal Imaging Cameras for Plano Fire-Rescue from DACO Fire Equipment in the amount of \$176,470 through an existing contract with Buyboard; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No.432-13)</p>	
	<p><b>Approval of Change Order</b></p>	
(j)	<p>To Red River Construction Company, increasing the contract by \$99,057 for the Stadium Pump Station Project No. 6210, Change Order No. 7. Original Bid No. 2014-166-B.</p>	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(k)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date.</p>	
(l)	<p>To ratify the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and The University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(m)	<p>To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date.</p>	
(n)	<p>To approve the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(o)	<p>To authorize a Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) for a Guaranteed Maximum Price (GMP) of \$8,213,558; authorizing the City Manager to execute the necessary documents; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	<p>To approve the terms and conditions of a Second Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, authorizing its execution by the City Manager; and providing an effective date.</p>	
(q)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To repeal Ordinance No. 2015-9-7; establishing the number of certain classifications within the Fire Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.</p>	
(r)	<p>To repeal Ordinance No. 2015-9-8; establishing the number of certain classifications within the Police Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.</p>	
(s)	<p>To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102.6 of the Code of Ordinances of the City of Plano, Texas, to include respective effective days and times in Subsections "Ashmont Drive," "Briarcrest Drive," "Carrington Drive," and "Glenmont Drive" and to add Subsections "Fulgham Road" and "Tradition Trail" to prohibit parking of motor vehicles on certain sections of Fulgham Road and Tradition Trail between 9:00 p.m. and 6:00 a.m. within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2016, and terminating September 30, 2017; and providing an effective date. (Public Hearing held on August 8, 2016.)	
(2)	Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and providing an effective date.	
(3)	Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2016 and terminating September 30, 2017, and providing an effective date. (Public Hearings held August 22, 2016 and August 31, 2016.)	
(4)	Consideration of an Ordinance to ratify the property tax revenue in the 2016-17 Budget as a result of the City receiving more revenues from property taxes in the 2016-17 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 22, 2016 and August 31, 2016.)	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-022 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 13 so as to allow the additional use of Trade School on 0.1 acre of land located 207 feet east of Independence Parkway, 475 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: West Parker Shopping Center LP	
(6)	<p>Consideration of an Ordinance to determine the public use, need and necessity for the acquisition of a street, sidewalk and utility easement for a 3,204 square feet tract of land and a temporary construction easement for a 3,672 square feet tract of land located in the Collin County School Land Survey, Abstract No. 153 at the intersection of Ohio Drive and McDermott Road as described in attached Exhibit "A," in the City of Plano, Collin County, Texas; for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Manager and the City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 23 through September 25 this year				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Special Recognition: The Mayor is recognizing the participants in the Plano Mayor's Summer Internship Program				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Plano Citizens Academy Class recently completed the necessary courses for graduation.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COUNCIL AGENDA ITEM**

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<b>CAPTION</b>				
PROCLAMATION: September is Food Safety Month				
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Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL**  
**Budget Work Session**  
**August 13, 2016**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor LaRosiliere convened the Council into the Budget Work Session on Saturday, August 13, 2016 at 8:00 a.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**Request for Public Input on Budget & CIP**

Robbie Robinson spoke in support of the Arts and a new theater. Alex Hargis spoke in support of funding for Art Fest and the Theater Feasibility Study.

Mayor LaRosiliere stated the Council will be making some difficult, but good, decisions, establishing priorities and reinvesting in the community. He added choices are based on strength, not weakness and that the budget includes a property tax decrease, the City absorbing a water rate increase, and upgrading services.

**Budget Work Session Overview**

City Manager Glasscock thanked the Council for their support and stated it has been a great budget process. He reported an increase in transparency through the budget portal, a town hall meeting, and the use of a Next Door survey which provided a ranking of bucket list items by citizens. Mr. Glasscock advised lowering the tax rate will provide an annual savings of \$26 for the average homeowner with an additional \$75 in annual savings with the City absorbing the water rate increase, for a total annual saving of \$101 which is the equivalent of a 4 cent property tax rate decrease. He spoke to the unfunded budget list items and the funding options. Mr. Glasscock stated the budget is in excellent shape and services were not impacted.

## **Council Items and Issues for Discussion**

No items were discussed.

### **Operating Budget**

Revenues – Ad Valorem Tax Base; Tax Rate - Effective and Rollback Tax Rates; Sales Tax; Water & Sewer Rates – Proposed Rate Increase, Environmental Waste Rates – Proposed Rate Increase, and Golf Course Rates – Proposed Rate Increase.

Director of Budget and Research Rhodes-Whitley spoke to assessed property values of \$34.4 billion with \$2.3 billion from existing property and \$750 million from new growth. She advised the new growth in the Tollway/SH121 area will be reflected in next years assessed values. Ms. Rhodes-Whitley provided a comparison of tax rates of other area cities. She reported the loss of revenues from ad valorem tax exemptions, history of the tax rate and the proposed rate of 47.86 cents per \$100/valuation which exceeds the effective tax rate and but does not exceed the rollback rate. Ms. Rhodes-Whitley reviewed sales tax revenue trends. She stated sales tax collection for the first ten months of FY 2015-16 is up \$460,000 compared to last year and a \$1.2 million sales tax audit adjustment will be paid in September. Ms. Rhodes-Whitley spoke to the division of sales tax revenue generated from retail sales versus business-to-business sales and major non-retail industries.

Ms. Rhodes-Whitley advised communication from the North Texas Municipal Water District (NTMWD) indicates a 10% increase in water rates, a 2.3% decrease in waste water rates, and a 7.7% increase in the Upper East Fork Interceptor rates. She recommended absorbing the water rate increase and a 5% increase in waste water rates effective November 1 and spoke to the loss of \$9.8 million through the district's "take-or-pay" contract with a potential reimbursement from the district of \$2.1 million for unused operation/maintenance costs. Ms. Rhodes-Whitley stated a new consultant will begin reviewing rates in the fall and provided water and waste water rates for surrounding cities.

Ms. Rhodes-Whitley spoke to the environmental waste rate increase of \$1.00 for the 95-gallon container, with the 68-gallon container cost remaining the same, and that the rate has not changed since 2008. She discussed the golf course green fee increase of \$1.00 on weekdays and \$3.00 on weekends.

The Council took a brief recess at 9:14 a.m. and reconvened at 9:30 a.m.

## **Program Changes**

### Compensation and Benefit Update

Director of Human Resources Akafia spoke to the compensation study performed by an outside public sector consultant, the process, comparison of positions with other public entities and private sector companies, and employees focus group studies. She stated the goal of the study was to attract and retain employee's and advised only those below market (37% of employees) and those with compression concerns in need of an in range progression (29% of employees) would receive an adjustment. Ms. Akafia advised this is for non-civil service employees at this time and that civil service employees are at or above market. She reported a 3% across-the-board increase for non-civil service employees and a 3% increase for civil service employees is recommended. City Manager Glasscock stated in 2007 when the comp study was completed, no adjustments were made and the current pay plan was still below the median plus 5% goal. He added the City is not only competing with other cities, private companies are also recruiting staff members.

### Health Plan Update

Director of Human Resources Akafia stated an emphasis on prevention, disease specific attack plans, knowledgeable consumers, member accountability, and data analysis are priorities for the upcoming year. She reported for the 12-month period ending June 30, 2016, plan membership increased 2%, plan utilization was 99.5%, and claims decreased 5% due to contracting and plan design. Ms. Akafia outlined the wellness initiatives, plan design changes, strategic partnerships, and stated employees completing a physical, biometric screening, contacting Compass, tobacco cessation programs receive an incentive for reduced medical premiums.

Ms. Akafia advised for 2017 a monthly \$50.00 incentive requirements of an annual physical, contacting Viverae, biometric screening, and continuation of smoking cessation programs. She stated the program will have continued review to make plan design changes to allow employees easier access to benefits.

### Benefit Update

Director of Human Resources Akafia spoke to the City employee benefits of the Texas Municipal Retirement System, the Retirement Security Plan, social security replacement plan, and the 115 Trust Plan. She provided detail of the funding and assets for each plan.

### SSI Index & Police Staffing

Police Chief Rushin spoke to the budget request addressing the need to add personnel. He reported Plano has 1.32 Officers per 1,000 citizens and the Service Standard Index (SSI) formula helps determine the department's staffing needs. Chief Rushin advised many factors influence the SSI and once the need for staffing is determined it will take 12-18 months to hire and train personnel. He stated the additional officers will reduce the beat size, allow for greater visibility, reduce call times, and provide for less call stacking and provided the impact to the SSI ratio at various levels of staffing. Chief Rushin spoke to the unfunded personnel requests and the benefit of staffing the various positions. He discussed areas of future staffing needs.

The Council took a brief recess at 11:02 a.m. and reconvened at 11:15 a.m.

### Fire/EMS Service Update

Chief Greif spoke to the standard of excellence for the department and the historic level of call volume. He stated the budget included staffing an additional engine company and 5<sup>th</sup> truck company and its importance in maintaining the ISO 1 rating. Chief Greif reported the budget also included a Fire Prevention Inspector and a station exhaust capture system. He advised future departmental needs include a turn-by-turn navigation system to expedite response time and command post technology improvements.

### Neighborhood Services

Director of Neighborhood Services Schwarz spoke to the success of current neighborhood reinvestment programs, Neighborhood Vitality and Beautification Grants and the Great Update Rebate. She discussed a new Multifamily Incentive Program to improve apartment complexes 15 years and older and stated if funded, a program would be available for Council review in December.

### Technology Update

Chief Information Officer Chiancone spoke to the purpose, vision, and values of the department. He reviewed the six pillars of Information Technology; Infrastructure and Service Delivery; Project Implementation; Innovation and Cost Control; Cyber Security; Business Intelligence; and System Integration and impact of each on day to day operations. Mr. Chiancone discussed the “Nextgen” program for future technology needs.

### Sports Field Utilization

Director of Parks and Recreation Reeves provided an overview of the athletic fields and participant numbers for higher and lower impact sports and field usage for tournaments. He stated the grass needs a rest period between seasons to recover. Mr. Reeves advised alternative practice spaces are available in neighborhood parks and artificial turf is an option.

The Council took a brief recess at 12:18 p.m. and reconvened at 12:30 p.m.

### **Community Investment Program**

Director of Budget and Research Rhodes-Whitley spoke to planned Community Investment Program expenditures of \$209.9 million for streets, capital reserve, parks and recreation, water/sewer, municipal facilities, and municipal drainage projects and the proposed G.O. Bond sale and Tax Note sale. She further advised that any excess in sales tax revenue can be designated for capital reserves, one-time expenditures, or economic development.

## **Unfunded Budget List Discussion/Direction**

The Council discussed the items on the unfunded budget list and determined the following:

### Items Funded

#### Neighborhood Services

- Pilot Multi-Family Reinvestment Incentive Program – fund \$200,000 from Summit Property Revenue Funds

#### Arts

- McCall Plaza Programming – fund \$125,000 from Hotel Motel Funds
- HDPA Art Fest 2017 – fund \$25,000 from Hotel Motel Funds
- Temporary Artist Opportunities – fund \$10,000 from Public Art Funds
- Arts Theater Feasibility Study – fund 1<sup>st</sup> phase with \$30,000 from Hotel Motel funds and PAC contribution of \$15,000
- Courtyard Theater Sign – fund \$15,000 with Public Art Funds

#### Planning

- Oak Point Special Area Plan – fund \$250,000 from Summit Property Revenue Funds

#### Parks

- Veterans Recognition Wall – estimated cost \$315,000 to be placed on a bond referendum

### Items not Funded

#### Parks

- Median Mowing
- Field Leveling

#### Library

- Expand Collection

After discussion, the Council requested City Manager Glasscock review the budget to find options to fund the \$1.4 million in Public Safety staffing.

## **Proposed Ad Valorem Tax Rate**

Ms. Rhodes-Whitley requested the Council provide the upper limit tax rate for the tax notice. Council expressed concurrence to set 48.27cents /per \$100 of valuation as the tax notice rate.

Nothing further was discussed. Mayor LaRosiliere adjourned the session at 1:42 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
August 22, 2016**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor

**STAFF PRESENT**

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

Mayor Pro Tem Smith called the meeting to order at 5:00 p.m., Monday, August 22, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Smith then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; discuss Real Estate, Section 551.072; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. Mayor Pro Tem Smith left the meeting at 5:45 p.m.

Deputy Mayor Pro Tem Harris reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion  
Reappointments**

Building Standards Commission

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 6-0 reappoint Joe Milkes and Chris Polito.

### Heritage Commission

Upon a motion made by Council Member Miner and seconded by Council Member Kelley, the Council voted 6-0 reappoint John Brooks.

### **Personnel - Reappointments**

#### Library Advisory Board

Council Member Kelley advised that no reappointments would be made.

#### Photographic Traffic Signal Advisory Committee

Council Member Grady advised that no reappointments would be made.

### **Consideration of changing the October 24, 2016 City Council Meeting Date**

City Manager Glasscock suggested moving the City Council Meeting to October 25, 2016 due to several Council and Staff Members attending the ULI event on October 24, 2016. The Council expressed concurrence to move the meeting to October 25, 2016.

### **Downtown Plano Portal Art Project**

Administrator of Arts, Culture, and Heritage Hawkins spoke to the Downtown Plano Portal Art Project funding, history, and review process. She stated over 190 proposals were received and the review group narrowed the selections to 37 proposals, of which 7 were selected for presentation to the group. Ms. Hawkins advised 5 of the artists presented the proposal to the group via skype or in person. She provided the proposed locations of the structures on 15<sup>th</sup> Street and renderings from the 2 finalists, Joshua Wiener and Casto Solano. Council reviewed the submissions and expressed concurrence to select Joshua Wiener to create the art pieces.

### **Residential Textile Recycling Program Presentation**

Director of Public Works Cosgrove spoke to the history of the program, RFP process, and Staff recommends Simple Recycling to provide the service. He advised the service would provide an option for recycling textiles and small appliances and would decrease the amount of trash going to the landfill. Mr. Cosgrove discussed the implementation process for the curb-side service and stated the program will increase the landfill diversion rate moving toward the City's 50% goal.

**Discussion/Direction re: Unfunded Budget Item List**

City Manager Glasscock spoke to the 1 cent reduction in the tax rate advising the City has one of the lowest tax rates, factoring in exemptions, in Collin County. He discussed the accomplishments over the last five years and stated the proposed FY 2016-17 budget includes 27 sworn officers and 6 civilian personnel in the Police Department and 31 positions in the Fire Department. Mr. Glasscock advised the hiring would be staggered between October 1, January 1, and April 1. He spoke to the funding sources for the remaining bucket list items and stated the budget continues to address aging infrastructure needs and provides a high level of service quality. The Council expressed appreciation for Staff's hard work on the budget and concurrence to move forward with the budget and tax rate as recommended.

**Consent and Regular Agendas**

Council Member Harrison requested "Item M" from the Consent Agenda be discussed individually.

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

No items were discussed.

Nothing further was discussed. Deputy Mayor Pro Tem Harris adjourned the meeting at 6:23 p.m.

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**Ben Harris, DEPUTY MAYOR PRO TEM**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
August 22, 2016**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem

**STAFF PRESENT**

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

Deputy Mayor Pro Tem Harris convened the Council into the Regular Session on Monday, August 22, 2016, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Joseph Parker, with First Presbyterian Church of Plano led the invocation and Council member Kelley led the Pledge of Allegiance and Texas Pledge.

Deputy Mayor Pro Tem Harris proclaimed September as Hunger Action Month and recognized the Plano Public Library System's receipt of \$85,000 in Texas State Library Grants.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 6-0 to approve and adopt all items on the Consent Agenda with the exception of Item M, as follows:

**Approval of Minutes**

August 3, 2016  
August 8, 2016  
(Consent Agenda Item "A")

## **Approval of Expenditures**

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

**RFP No. 2016-0258-C** for three (3) year revenue generating contract with two (2) three-year City optional renewals for Collection and Recycling of Residential Textiles, for Environmental Waste Services Division of Public Works Department to Great Lakes Recycling, Inc. dba Simple Recycling, in the estimated amount of \$139,257; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2016-0446-B** for the Painting of Concrete Screening Walls – Phase III, Project No. 6752 for Public Works to Myelyn Contractors, LLC., in the amount of \$191,909; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2016-0445-B** for the Manhole Sanitary Sewer Lining Contract II, Project No. 6743 for Public Works Department to Infrastructure Rehabilitation USA, Inc., in the amount of \$928,850; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2016-0392-B** for the Animal Shelter Site Renovations & Hackberry Park Site Improvements, Project No. 6666 to Wall Enterprises, in the amount of \$110,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2016-0326-B** for the purchase of Mobile Officer Assistants (Rugged Android Touch Computers), for the Police Department from MSA Systems, Inc., in the amount of \$168,406; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

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

To approve the purchase of two (2) radio consoles, inclusive of hardware, software, and programming services in the amount of \$66,911 from Motorola Solutions, Inc., through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA05-15) (Consent Agenda Item “G”)

To approve the purchase of one (1) 2017 Kenworth Model T880 Water Tank Truck for Fleet Services, to be utilized by Compost Operations in the amount of \$191,866 from MHC Kenworth, through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13) (Consent Agenda Item “H”)

To approve the purchase of one (1) Rosenbauer Commander 109’ Aerial Ladder Truck for Fleet Services, to be utilized by Fire-Rescue in the amount of \$995,868 from Daco Fire Equipment, through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-15) (Consent Agenda Item “I”)

### **Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$60,800 for the Public Works Department's Arterial Pavement Repair Parker Road & Plano Parkway, Project No. 6484, Change Order No. 1; and authorizing the City Manager to execute all necessary documents. (Bid No. 2016-0055-B) (Consent Agenda Item "J")

To Jim Bowman Construction Company, L.P., increasing the contract by \$78,750 for the Public Works Department's Independence Parkway Paving Repairs Contract, Project No. 6359, Change Order No. 1; and authorizing the City Manager to execute all necessary documents. (Bid No. 2015-179- B) (Consent Agenda Item "K")

### **Adoption of Resolutions**

**Resolution No. 2016-8-7(R):** To approve the terms and conditions of a Sponsorship Agreement by and between the City of Plano and Urban Land Institute, a 501(c)(3) nonprofit research and education organization, for sponsorship of the 2016 Urban Land Institute Fall Meeting at the Icon Level; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

**Resolution No. 2016-8-8(R):** To approve the terms and conditions of a Funding Agreement by and between the City of Plano and the Historic Downtown Plano Association, a Texas non-profit corporation, through the Downtown Plano Public Improvement District governing the use of funds from the City to the Historic Downtown Plano Association through the Downtown Plano Public Improvement District in an amount not to exceed \$62,000; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "N")

**Resolution No. 2016-8-9(R):** To approve the terms and conditions of a First Amendment to the Subdivision Improvement Agreement (For Final Plat Approval) between the City of Plano, Texas, a home-rule municipal corporation ("City") and SWC Tollway & 121, LLC, a Delaware limited liability company ("Developer"); authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "O")

**Resolution No. 2016-8-10(R):** To approve the terms and conditions of an Interlocal Agreement by and between City of Plano and the City of Allen, Texas, and the Collin County Community College District for the use of a shared radio frequency; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item "P")

**Resolution No. 2016-8-11(R):** To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Richardson, Texas, to allow Plano Fire-Rescue to use, on a temporary basis, the Fire Training Center owned and operated by the City of Richardson; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "Q")

**Resolution No. 2016-8-12(R):** To nominate J. C. Penney Corporation, Inc. to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date. (Consent Agenda Item "R")

**Resolution No. 2016-8-13(R):** To approve the Investment Portfolio Summary for the quarter ending June 30, 2016 and providing an effective date. (Consent Agenda Item "S")

**Resolution No. 2016-8-14(R):** To ratify the expenditure of funds in the amount of \$98,626 to TYR Tactical, LLC for body armor kits for the Police Department's SWAT Team; approving the execution of all necessary documents by the City Manager; and providing an effective date. (Consent Agenda Item "T")

### **Adoption of Ordinances**

**Ordinance No. 2016-8-15:** To repeal in its entirety Ordinance No. 2009-4-21 providing that roller skates and similar devices are prohibited within certain public areas of designated places; adopting a new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas to allow the operation of certain devices on public streets, adding to the designated places where roller skates and similar devices are prohibited, adding a definition section and a law enforcement exception; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "U")

**Ordinance No. 2016-8-16:** To repeal in its entirety Ordinance No. 2002-6-10 to redefine areas where bicycle riding is prohibited to be consistent with the new Section 14-7 of Chapter 14 Offenses – Miscellaneous of the Code of Ordinances of the City of Plano, Texas; adopting a new Section 12- 169(a) of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "V")

### **END OF CONSENT**

### **Consent Agenda Item M**

**Resolution No. 2016-8-17(R):** To approve the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Plano Housing Corporation, a 501(c)(3) nonprofit charitable organization, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 13<sup>th</sup> – 14<sup>th</sup> Connector and F Avenue; authorizing its execution by the City Manager; and providing an effective date.

In response to Council Member Harrison, Director of Special Projects Braster clarified the agreement is for improvements on public land and paid for with TIF funds, not general tax revenues.

**Resolution No. 2016-8-17(R) (Cont'd.)**

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 5-1, with Council Member Harrison voting in opposition, to approve the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Plano Housing Corporation, a 501(c)(3) nonprofit charitable organization, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 13<sup>th</sup> – 14<sup>th</sup> Connector and F Avenue; and further to adopt Resolution No. 2016-8-17(R).

**Public Hearing on a proposal to increase total tax revenues** from properties on the tax roll in the preceding tax year by 5.39 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code). (Regular Item “1”)

Deputy Mayor Pro Tem Harris opened the public hearing. Jim Dillavou spoke in opposition of the tax increase. Deputy Mayor Pro Tem Harris closed the public hearing.

**Public Hearing and adoption of Ordinance No. 2016-8-18** as requested in Zoning Case 2016-024 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 7.9 acres of land located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Shahid Rasul (Regular Item “2”)

Director of Planning Day spoke to the property, its existing zoning, and the drainage and floodway easement. She provided information about the surrounding properties. Ms. Day advised the project proposed is a planned development and the developer has requested 5-foot side yard setbacks, a 6-foot masonry screening wall, and minimum lot depths and widths be adjusted on lots east of the drainage and floodway easement. She stated Staff and the Planning and Zoning Commission recommend approval as follows:

Restrictions:

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

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

**Public Hearing and adoption of Ordinance No. 2016-8-18 (Cont'd.)**

Jim Dewey with JDJR Engineers, representing the applicant, explained the request is not to reduce the lot size, but to reconfigure the lots to accommodate for the drainage and floodway easement and requested the Council approve the project as presented.

Deputy Mayor Pro Tem Harris opened the public hearing. James Blois spoke in opposition of the project. Deputy Mayor Pro Tem Harris closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 6-0, to rezone 7.9 acres of land located at the northeast corner of Jupiter Road and Los Rios Boulevard in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-12-Single-Family Residence-7, as requested in Zoning Case 2016-024; and further to adopt Ordinance No. 2016-8-18.

Nothing further was discussed. Deputy Mayor Pro Tem Harris adjourned the meeting at 7:35 p.m.

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**Ben Harris, DEPUTY MAYOR PRO TEM**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL**  
**Special Called Session**  
**August 31, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor – arrived at 5:11 p.m.  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**COUNCIL MEMBERS ABSENT**

Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

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

Mayor LaRosiliere convened the Council into the Special Called Session on Wednesday, August 31, 2016, at 5:13 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**A Second Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.49 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 held August 22, 2016.)**

Director of Budget and Research Rhodes-Whitley stated this is the second required public hearing to comply with Truth-in-Taxation regulations and the Council will vote on the tax rate at the September 12, 2016 City Council Meeting.

Mayor LaRosiliere opened the Public Hearing. Bill Ostergren, Jennifer Groysman, and Colleen Epstein spoke in opposition of the proposed tax rate expressing the opinion city taxes were too high. The Public Hearing was closed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 5:33 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2016			
Department:		Public Works Department			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>					
<b>CAPTION</b>					
Bid No. 2016-0433-C for one (1) year contract with three (3) one (1) year City optional renewals for Reinforcing Steel for Public Works Department to Barnsco, Inc. in the estimated annual amount of \$82,237, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16, 2016-17, 2017-18, 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	217,143	233,005	<b>450,148</b>
Encumbered/Expended Amount		0	-164,025	0	<b>-164,025</b>
This Item		0	-13,706	-233,005	<b>-246,711</b>
BALANCE		0	39,412	0	<b>39,412</b>
<b>FUND(S):     GENERAL FUND, WATER &amp; SEWER FUND, MUNICIPAL DRAINAGE</b>					
<p><b>COMMENTS:</b> This item approves price quotes for reinforcing steel to be used in pavement repairs by Streets, Utility Cut Services and Municipal Drainage Operations. The estimated amount to be spent in FY 2015-16 for this item is \$13,706. Future expenditures will be made by Streets, Utility Cut Services and Municipal Drainage Operations within the annually approved budget appropriations, at an estimated annual expenditure of \$82,237 for fiscal years 2016-17, 2017-18, and \$68,531 for 2018-19.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracts for reinforcing steel for pavement repairs relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo, Bid Recap					



# Memorandum

**Date:** July 18, 2016

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

**From:** Gerald P. Cosgrove, P.E.; Director of Public Works

**Subject:** Reinforcing Steel - Bid No. 2016-0433-C

The Public Works staff recommends awarding this bid to Barnsco, Inc. in the estimated annual amount of \$82,237.20 for the contract for the purpose of purchasing reinforcing steel to be used in pavement repairs. The City received one (1) electronic response.

If this contract is not awarded by City Council, the Streets and Drainage Divisions will not be able to make permanent repairs to existing streets, sidewalks, and alleys.

Please let me know if you have questions regarding our recommendation.

cc: David Falls, Public Works Operations Manager  
Josh Schultz, Public Works Superintendent  
Nancy Corwin, Purchasing Agent

**CITY OF PLANO**  
**BID NO. 2016-0433-C**  
**Reinforcing Steel**  
**BID RECAP**

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**Bid opening Date/Time:** July 15, 2016 @ 2:30 PM

**Number of Vendors Notified:** 462

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

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 1

Barnsco, Inc.	\$82,237.20
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**Recommended Vendors for award:**

Barnsco, Inc.	\$82,237.20
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*Nancy Corwin*

July 15, 2016

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Nancy Corwin

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2016			
Department:		Public Works Department / Environmental Waste			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>					
<b>CAPTION</b>					
RFP No. 2016-0184-C for a five (5) year revenue generating contract with two (2) five-year City optional renewals for a lease agreement for office space, conference room and paved outside storage for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC, in the amount of \$88,500 for the first five (5) year term, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2016-17 thru 2030-31</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	265,500	<b>265,500</b>
BALANCE		0	0	265,500	<b>265,500</b>
<b>FUND(s):    SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>					
<p><b>COMMENTS:</b> Approval of the office lease space and container yard space between the City of Plano and Otto Container Management will generate an estimated annual revenue of \$17,700 beginning in FY 2016-17 through FY 2030-31 for a total of \$265,500, assuming all optional renewal periods are implemented.</p> <p>STRATEGIC PLAN GOAL: Approving lease space to Otto Container Management relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents: See Recommendation Memo.			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** August 23, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**From:** Ryan Delzell, Environmental Waste Services Operations Manager  
**Subject:** Otto Container Management, LLC Lease Agreement Recommendation of Award

**Otto Lease Agreement Recommendation:** Otto Container Management, LLC seeks to lease office space, conference room and paved outside container yard space from the City of Plano for a monthly rate of \$1,475 for the five year term of the contract. The lease agreement will result in annual revenue of \$17,700 and revenue of \$88,500 over the first five year term of the contract. The lease agreement allows for two (2) five (5) year City optional renewals and revenue of \$265,500 if all renewal options are exercised. City Staff recommends leasing this space to Otto Container Management, LLC.

**Explanation:** As part of the roll out container and maintenance services RFP, the option to lease space for daily operations was included by the City of Plano. With Otto Container Management, LLC being selected as the best value to the City for the City's container maintenance contract, they opted to lease space for personnel and roll out container storage.

Otto Container Management, LLC will utilize the office space and conference room space for personnel and business operations. Otto Container Management, LLC will utilize the paved outside container yard space for storage of new and used roll out carts to provide contractual services to the City of Plano.

XC: Gerald Cosgrove, Director of Public Works  
Nicole Mucha, Purchasing Agent  
Nancy Corwin, Buyer



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2016			
Department:		Public Works Department / Environmental Waste			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>					
<b>CAPTION</b>					
RFP No. 2016-0184-C for five (5) year contract with two (2) City optional five (5) year renewals for Roll Out Containers and Maintenance Services for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC. in the estimated amount of \$3,279,116, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2016-17 thru 2030-31</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	9,837,349	<b>9,837,349</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-9,837,349	<b>-9,837,349</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s):    SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes for providing waste carts and maintenance associated with these receptacles. The estimated expenditure to be purchased from this contract, with an annual expenditure of \$655,823 beginning in FY 2016-17 through 2030-31 for a total of \$9,837,349, assuming all optional renewal periods are implemented.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing waste carts and maintenance services to residents relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** June 23, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**From:** Ryan Delzell, Environmental Waste Services Operations Manager  
**Subject:** Roll Out Containers & Maintenance Services Recommendation of Award

The City of Plano solicited proposals for Roll Out Containers & Maintenance Services.

**Roll Out Containers & Maintenance Services Recommendation:** Per the weighted scoring of the proposals received and evaluated for roll out containers and maintenance services request for proposals as summarized below, City staff recommends the award to Otto Container Management, LLC as being the best value to the City of Plano.

**Explanation:** The five member evaluation committee was from the Environmental Waste Services Division (EWS) and the Public Works Department.

Two proposals were submitted and evaluated based on the criteria listed below:

1. Container design – 15%
2. Customer service offered – 25%
3. Service plan and proposed method of receiving service requests – 20%
4. Financial proposal – 40%

Otto Container Management, LLC received the highest weighted score from the committee. Waste Recycling Services, Inc. ranked second overall.

Of the three pricing options submitted by Otto Container Management, LLC in the best and final offer, the committee unanimously recommends Option II. This option provides up to 7,500 carts per year at no additional cost to the City, cart maintenance, and an option to purchase additional carts if needed. Estimated expenses for the roll out containers and maintenance services contract are \$655,823.28 annually (\$3,279,116.40 per each five year term) for a total of \$9,837,349.20 if all renewal options are exercised.

If the Contract is not awarded, the City of Plano will be without a provider to set, remove, and service roll out carts for the residential waste and recycling customers beginning October 1, 2016.

XC: Gerald Cosgrove, Director of Public Works  
Nicole Mucha, Purchasing Agent  
Nancy Corwin, Buyer

# CITY OF PLANO

## RFP 2016-0184-C ROLL OUT CONTAINERS AND MAINTENANCE SERVICES PROPOSAL RECAP

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**Bid opening Date/Time:** April 4, 2016 @ 3:00 PM

**Number of Vendors Notified:** 1736

**Vendors Submitting "No Bids":** 2

**Bids Evaluated as Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 2

Otto Container Management, LLC \$3,279,116.40

Waste Recycling \$5,496,327.00

**Recommended Vendor:**

Otto Container Management, LLC \$3,279,116.40

*Nancy Corwin*

April 4, 2016

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Nancy Corwin, Buyer

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/12/16			
Department:		Engineering			
Department Head		Caleb Thornhill			
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>					
<b>CAPTION</b>					
Bid No. 2016-0459-B for Municipal Center Access Control System Retrofit to Converjint Technologies LLC in the amount of \$144,715, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>FY 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		1,516,817	2,706,183	1,584,800	<b>5,807,800</b>
Encumbered/Expended Amount		-1,516,817	-1,442,674	0	<b>-2,959,491</b>
This Item		0	0	-144,715	<b>-144,715</b>
BALANCE		0	1,263,509	1,440,085	<b>2,703,594</b>
<b>FUND(s):     CAPITAL RESERVE FUND</b>					
<p><b>COMMENTS:</b> Funding is available for this item in the Capital Reserve Facilities CIP. Retrofitting the Access Control System for the Municipal Center doors, in the amount of \$144,715, will leave a balance of \$2,703,594 available for future facility related projects in Municipal Center and other City of Plano facilities.</p> <p><b>STRATEGIC PLAN GOAL:</b> Updating systems at city facilities relates to the City's goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** August 15, 2016

**To:** Michael Parrish  
Senior Buyer

**From:** Richard Medlen  
Facilities Maintenance Superintendent

**Subject:** Municipal Center – Access Control System Retrofit – Bid #2016-0459-B

I have reviewed the bids submitted to retrofit the Access Control System at the Municipal Center. I recommend award to the lowest, responsive, responsible bid, submitted by Convergent Technologies LLC, in the amount of \$144,715. An additional bid was submitted by Texas Fire and Sound dba Master Sound, in the amount of \$124,000, but they did not submit the required bid bond; therefore, their bid is deemed non-responsive.

The Access Control System at the Municipal Center is over 15 years old and the manufacturer no longer provides support for the outdated hardware; therefore, the retrofit is required to maintain access control to the doors at the Municipal Center.

The funding for the retrofit is budgeted for in the Capital Reserve Fund account #54424.

Please let me know if you have any questions.

/lw

Cc: Casey Srader  
Jim Razinha  
Matt Yager  
Todd Luxem  
Richard Sievert

# CITY OF PLANO

## BID NO. 2016-0459-B MUNICIPAL CENTER ACCESS CONTROL SYSTEM RETROFIT BID RECAP

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**Bid Opening Date/Time:** August 10, 2016 @ 3:00 PM

**Number of Vendors Notified:** 3,657

**Vendors Submitting "No Bids":** 1

**Number of Non-Responsive Bids:** 1

**Number of Responsive Bids Submitted:** 1

**Vendor Name**

Convergint Technologies LLC \$144,715

**Recommended Vendor:**

Convergint Technologies LLC \$144,715

*Michael Parrish*

August 10, 2016

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Michael Parrish, Senior Buyer

---

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			<b>Project No. 6637</b>	
<b>CAPTION</b>				
Bid No. 2016-0411-B for J Avenue Parking Improvements in the amount of \$842,521 to JC Commercial Inc. and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	5,221	0	842,521	<b>847,742</b>
Encumbered/Expended Amount	-5,221	0	0	<b>-5,221</b>
This Item	0	0	-842,521	<b>-842,521</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2016-17 Street Improvement CIP. Construction of J Avenue parking improvements, in the amount of \$842,521, will leave a zero balance available for future project expenditures on this street improvement project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Parking improvements for Downtown Plano relates to the City's goal of Exciting Urban Centers – Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Location Map Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	



# Memorandum

**TO:** Bruce D. Glasscock, City Manager

**FROM:** B. Caleb Thornhill, P.E., Director of Engineering

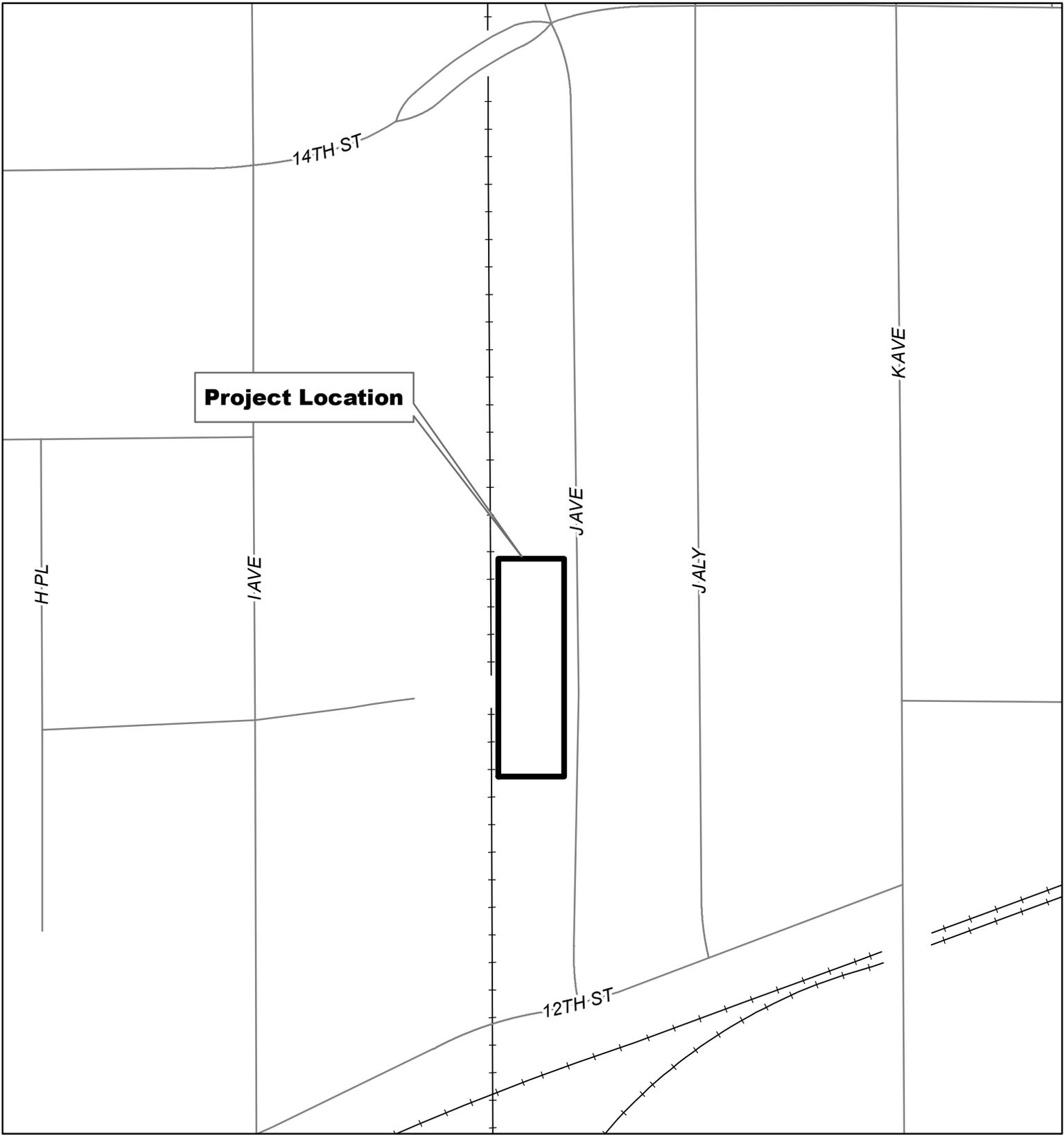
**DATE:** August 23, 2016

**SUBJECT:** Construction Contract-2016-0411-B

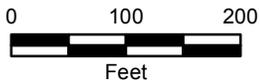
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The Engineering Department is recommending entering into a contract with JC Commercial Inc. for J Ave Parking Lot project in the amount of \$842,521 and 120 calendar days of construction time. The project includes extension of the existing parking lot on J Ave, south of 14<sup>th</sup> Street. The project also includes a soldier pile wall adjacent to the existing DART tracks. The wall ranges between 3 and 14 feet in height.

JC Commercial Inc. was selected under Bid No. 2016-0411-B and was the lone bidder on the project. The City's Engineering Consultant, Walter P. Moore, verified JC Commercial's references on previous soldier pile wall and parking lot projects.

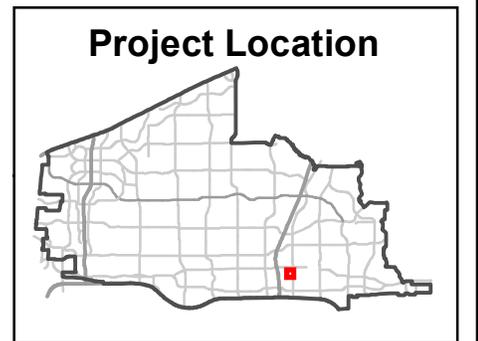


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City of Plano GIS Division  
August, 2015

# J Avenue Parking Lot Project # 6637



# CITY OF PLANO

Bid No. 2016-0411-B

## J Avenue Parking Improvements

### Bid Recap

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**Bid opening Date/Time:** July 12, 2016 @ 3:00 pm CST

**Number of Vendors Notified:** 2,627

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

**Number of Bids Submitted:** 1

**Vendor Name**

**Total Base Bid**

JC Commercial Inc.

\$842,521

**Recommended Vendor(s):**

JC Commercial Inc.

\$842,521

*Teresa Shelstad*

\_\_\_\_\_  
Teresa Shelstad, Buyer II

July 12, 2016

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/26/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 6432
<b>CAPTION</b>				
Bid No. 2016-0463-B for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation Project No. 6432, to Insituform Technologies, LLC in the amount of \$6,672,400, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	162,943	143,060	10,250,000	<b>10,556,003</b>
Encumbered/Expended Amount	-162,943	-25,897	0	<b>-188,840</b>
This Item	0	0	-6,672,400	<b>-6,672,400</b>
<b>BALANCE</b>	<b>0</b>	<b>117,163</b>	<b>3,577,600</b>	<b>3,694,763</b>
<b>FUND(S):    SEWER CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2016-17 Sewer CIP. Construction of the White Rock Creek &amp; Prairie Creek Sewer Mains Rehabilitation project, in the amount of \$6,672,400, will leave a balance of \$3,694,763 available for future project expenditures on this or other sewer improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructing improvements to rehabilitate aging sewer mains relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Location Map; Bid Recap			Other Departments, Boards, Commissions or Agencies N/A	



# Memorandum

**TO:** Bruce D. Glasscock, City Manager

**FROM:** B. Caleb Thornhill, P.E., Director of Engineering

**DATE:** September 26, 2016

**SUBJECT:** Construction Contract Award Recommendation  
White Rock Creek & Prairie Creek Sewer Mains Rehabilitation  
Bid No. 2016-0463-B

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The Engineering Department is recommending entering into a contract with Insituform Technologies, LLC for White Rock Creek & Prairie Creek Sewer Mains Rehabilitation.

This project involves complete rehabilitation of existing wastewater lines using the trenchless process known as Cured In-Place Pipe (CIPP). The aging concrete sewer pipelines are deteriorated due to corrosion from sewer gas (hydrogen sulfide).

The work will be performed at two locations generally identified as White Rock Creek and Prairie Creek due to the pipeline's proximity to the two creeks. The White Rock Creek work is approximately 16,000 feet of 24 to 36 inch sanitary sewer interceptor running adjacent to and crossing White Rock Creek from Spring Creek Parkway to Plano Parkway, 1000 feet of 18-inch sewer main parallel to Plano Parkway and crossing Mira Vista Boulevard, 450 feet of 15-inch sewer main west of the intersection of Seascape Lane and Winding Hollow Lane, and 150 linear feet of 15-inch sewer main perpendicular to Seascape Lane. The Prairie Creek work is approximately 2,500 feet of 21-inch sewer main generally located along the banks of Prairie Creek beginning at Silverwood Lane and continuing downstream, crossing 15<sup>th</sup> Street, and terminating south of Gables Court. Additionally, forty five sewer manholes to be rehabilitated as part this project.

A total of four (4) complete bids were received for the project:

No.	CONTRACTOR	BASE BID	ALTERNATIVE BID	BASE BID + ALTERNATIVE
1	Insituform Technologies USA,	\$6,672,400.00	(\$392,750.00)	\$6,279,650.00
2	IPR South Central	\$9,511,806.00	(\$826,875.00)	\$8,684,931.00
3	SAK Pipeline	\$10,004,961.00	(\$590,526.00)	\$9,414,435.00
4	Layne Inliner	\$12,529,960.00	(\$1,295,200.00)	\$11,234,760.00

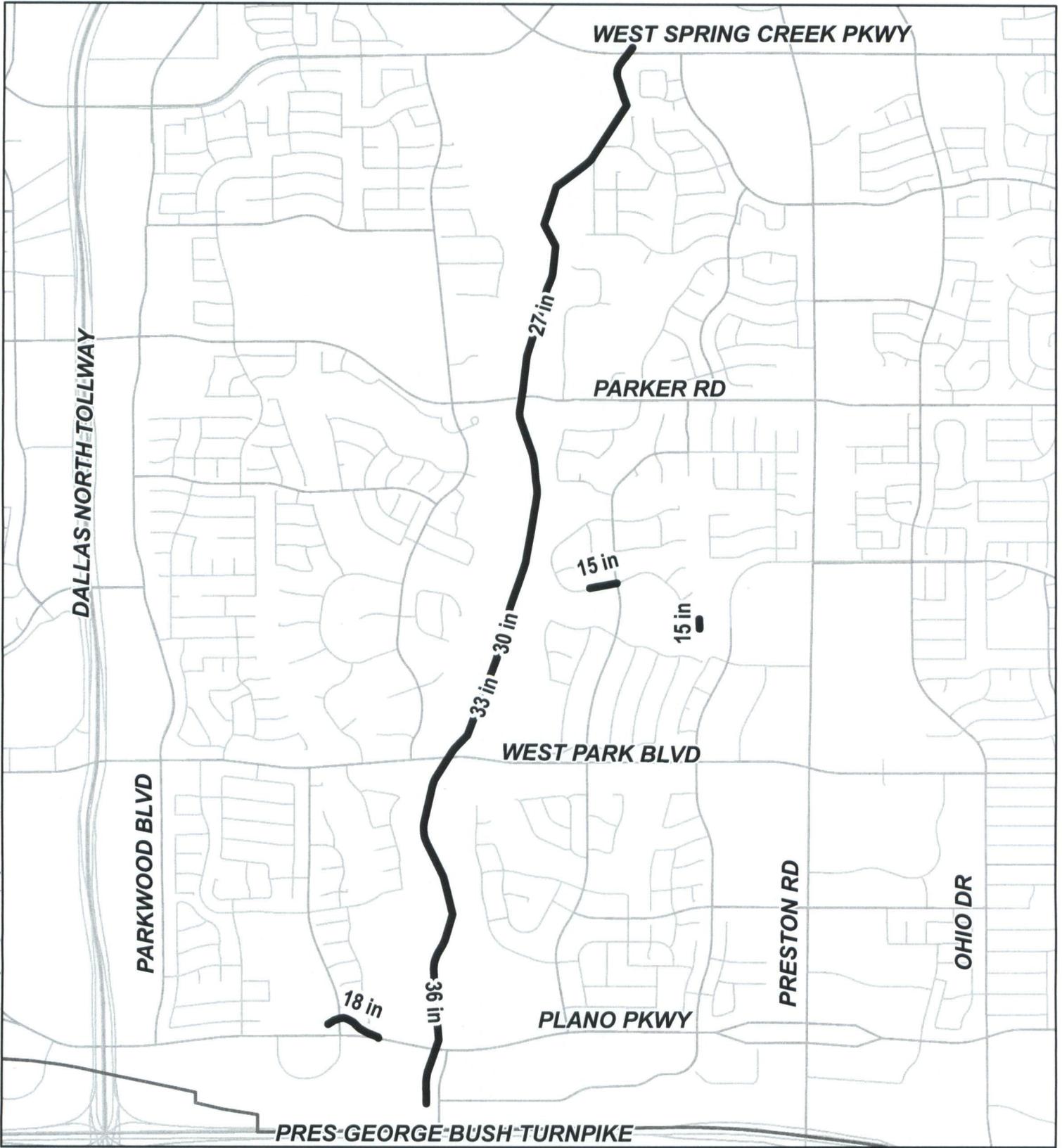
The lowest bid was submitted by Insituform Technologies, LLC. with the Base Bid of \$6,672,400.00, Alternate Bid of (\$392,750.00), and Base Bid plus Alternate Bid of \$6,279,650.00. Engineers estimate was \$9,877,000.00 for the Base Bid, (\$1,431,000.00) for Alternate Bid, and Base Bid plus Alternate Bid of \$ 8,446,000.00.

Insituform Technologies specializes in sewer lining work. This company is currently working on Rowlett Creek Sewer Main Rehabilitation Project for the City of Plano, and has previously worked

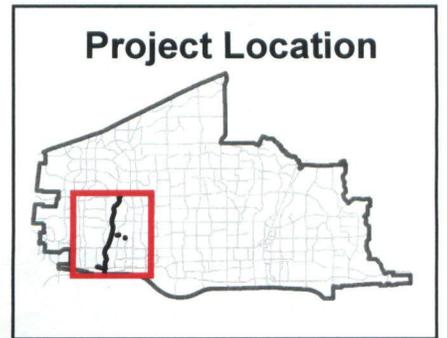
on projects of similar size and scope for the City with satisfactory results. Additionally, Half Associates, the design consultant for the project, contacted representatives from neighboring municipalities. They spoke highly of their experience with Insituform Technologies, LLC.

Based on the information above, the staff recommends Insituform Technologies, LLC. for the award of this project. The award amount is inclusive of the Base Bid.

sharif 4/30/2014 C:\Analysis\Projects\Engineering\Locator\Map\_Agenda\04-29-14\_SewerMainsRehab\SewerMainsRehab.mxd



**White Rock Creek & Priage Creek  
Sewer Mains Rehabilitation  
Project No. 6432**



# CITY OF PLANO

**Bid No. 2016-0463-B**

**White Rock Creek & Prairie Creek Sewer Mains Rehabilitation Project  
No. 6432**

## **Bid Recap**

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**Bid opening Date/Time:** August 12, 2016 @ 3:00 pm CST

**Number of Vendors Notified:** 10,065

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

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
SAK Construction, LLC	\$9,954,961
IPR South Central LLC	\$9,511,806
Insituform Technologies, LLC	\$6,672,400
Layne Inliner, LLC	\$12,529,960

**Recommended Vendor(s):**

Insituform Technologies, LLC	\$6,672,400
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*Teresa Shelstad*

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Teresa Shelstad, Buyer II

July 12, 2016

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/2016		
Department:		Technology Services		
Department Head		Chris Chiancone		
Agenda Coordinator (include phone #): <b>Corey Isaacs x7134</b>				
<b>CAPTION</b>				
To approve the purchase of desktop computers for Technology Services in the amount of \$83,190 from Dell Marketing, LP through an existing contract and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-1951)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	18,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-83,190	0
BALANCE		0	-65,190	0
<b>FUND(S):    TECHNOLOGY SERVICES REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the Technology Services Replacement Fund for the purchase of these desktop computers for the Planning/GIS Department. Due to enhanced required computer processing abilities, an additional \$65,190 is needed for this purchase. The overage will be covered by savings within the Technology Services Replacement Fund.</p> <p>STRATEGIC PLAN GOAL: Replacement of Planning/GIS Department desktop computers relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (State of Texas Department of Information Resources DIR-SDD-1951; City of Plano Contract No. 2016-0528-O)</p> <p>See Recommendation Memo</p>				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** August 30, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**From:** Chris Chiancone, Chief Information Officer  
**Subject:** Computers for Desktop Replacement.

The Planning/GIS computers are scheduled for replacement this fiscal year (FY15-16).

The original equipment replacement request from Planning/GIS came to \$17,905 per computer, equating to \$268,575 for the 15 replacements. Technology Services evaluated the needs and requirements for the Planning/GIS group and identified the same equipment can be purchased from Dell Marketing, LP for \$83,190, which is a cost savings of \$185,385. This equipment will allow the Planning/GIS group to adapt, grow, and expand their processing abilities over the next three years.

This purchase would be through an existing contract with the State of Texas Department of Information Resources. The contract number is DIR-SDD-1951 with Dell Marketing, LP.

We are requesting approval to utilize the Technology Services Computer Replacement fund, 245.6252, to purchase the equipment for Planning/GIS.

If we are not able purchase these computers for Planning/GIS they will not be able to perform complex geospatial integration and mapping activities.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/12/2016			
Department:		Fire			
Department Head		Sam Greif			
Agenda Coordinator (include phone #): <b>Teresa Shelstad Ext:7539</b>					
<b>CAPTION</b>					
To approve the purchase of Argus Thermal Imaging Cameras for Plano Fire-Rescue from DACO Fire Equipment in the amount of \$176,470 through an existing contract with Buyboard and authorizing the City Manager or his designee to execute all necessary documents. (Buyboard Contract No.432-13).					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>FY 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	230,000	<b>230,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-176,470	<b>-176,470</b>
BALANCE		0	0	53,530	<b>53,530</b>
<b>FUND(s):    EQUIPMENT REPLACEMENT FUND</b>					
<p><b>COMMENTS:</b> Funds are available in the 2016-17 Equipment Replacement Fund budget for the purchase of twenty-five (25) Thermal Imaging Cameras (TICs), batteries, straps, and truck chargers. The remaining balance of these funds will be used for other implements and equipment needs aligned with PFR's current operations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacement of Fire Rescue's Thermal Imaging Cameras (TICs) relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The City is authorized to purchase from a cooperative purchasing program pursuant to Chapter 791 Subchapter B of the Local Government Code which satisfies any state law requiring local governments to seek competitive bids for items. (Buyboard Contract No. 432-13) (City of Plano Contract # 2016-0068-O).</p> <p>See attached recommendation memo.</p>					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** August 15, 2016  
**To:** Diane Palmer-Boeck, Director of Procurement and Project Management  
**From:** Daniel Moore, Captain Logistics  
**Subject:** Recommendation to Purchase Argus Mi-320-3-S Thermal Imaging Camera's (TIC)

Plano Fire-Rescue has been using some form of thermal imaging camera for approximately 20 years. The use of thermal imaging camera's at emergency scenes has become a best practice standard in today's Fire Service. The TIC is used in haz-mat incidents, missing person searches, alarm investigations, and structure fires. During a fire the TIC can be used to locate victims, find the seat of the fire, and find hot spots during overhaul.

The current TIC's that Plano Fire-Rescue uses are 10 years old with several being out of service needing repairs. Our current TIC's are using older technology which makes repairing them not cost effective and are bulkier than today's smaller more ergonomic designs. We solicited quotes from several cooperative contract holders for the purchase of twenty-five (25) thermal imaging cameras, 50 extra batteries, straps and truck chargers for each TIC, and a five (5) year warranty on the TIC and batteries. We had three responses with two of them meeting the qualifications set forth in our specifications.

Plano Fire-Rescue received bids from the following cooperative contract holders:

DACO Fire Equipment - Argus TIC; Buyboard Contract #432-13	\$176,470.00
Metro Fire Apparatus Specialist – Bullard TIC; HGAC EE08-15	\$205,708.00
Dooley Tackaberry – Draeger TIC; Buyboard Contract #432-13	\$216,000.00

The Draeger unit offered by Dooley Tackaberry did not meet our minimum specifications. The Argus TIC from DACO was the lower bid of the two units which met our specifications. Plano Fire-Rescue conducted a 30-day trial of two (2) Argus TIC's and received all positive reviews from field personnel.

Therefore, it is the recommendation of Plano Fire-Rescue that we move forward with the purchase of the thermal imaging cameras from DACO Fire Equipment in the amount of \$176,470.00. The funds for this purchase will come from the Equipment Replacement Fund (ERF).

Failure to award this bid could result in the Fire Department not having thermal imaging cameras available at emergency scenes where they are needed or wasting money and time on repairing cameras that are using ten (10) year old technology. This will assuredly affect our service to the citizens.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne x7198	
			Project No. 6210	
<b>CAPTION</b>				
To Red River Construction Company, increasing the contract by \$99,057 for the Stadium Pump Station Project No. 6210, Change Order No. 7. Original Bid No. 2014-166-B.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	8,640,234	1,397,817	0	<b>10,038,051</b>
Encumbered/Expended Amount	-8,640,234	-825,901	0	<b>-9,466,135</b>
This Item	0	-99,057	0	<b>-99,057</b>
<b>BALANCE</b>	<b>0</b>	<b>472,859</b>	<b>0</b>	<b>472,859</b>
<b>FUND(S):    WATER CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Water CIP. This change order for commercial blasting of all valves including work around the generator set, in the amount of \$99,057, will leave a balance of \$472,859 available for future project expenditures on this or other water improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Modifying existing contracts to address identified needs for facility operations relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Change Order No. 7			Other Departments, Boards, Commissions or Agencies N/A	



# Memorandum

**TO:** Bruce D. Glasscock, City Manager  
**FROM:** B. Caleb Thornhill, P.E., Director of Engineering  
**DATE:** September 12, 2016  
**SUBJECT:** Change Order No. 7 – Stadium Pump Station

---

The Engineering Department is recommending approval of Change Order No. 7 for the construction contract with Red River Construction Company, for additional construction related items on the Stadium Pump Station Project.

The change order is as follows:

- To remove the defective coatings of all the exposed gate valves, check valves, and pressure relief valves in the pump station. Damage caused by heavy rains last fall.  
**\$72,950.59**
- To remove and replace a portion of the concrete pad around the generator set to address the water ponding issue due to a flat grade of the pad. The change resulted from conditions identified in the field.  
**\$26,106.56**

**Total Additional Cost = \$ 99,057.15**

**CHANGE ORDER NO. 7**

**STADIUM PUMP STATION REHABILITATION  
PROJECT NO. 6210  
PURCHASE ORDER NO. 104776  
CIP NO. 68143  
BID NO. 2014-166-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 **RED RIVER CONSTRUCTION COMPANY** for the **STADIUM PUMP STATION REHABILITATION PROJECT**, dated May 27, 2014.

**B. DESCRIPTION OF CHANGE**

The change order is to cover the cost for is for commercial blasting all exposed gate valves, check valves, and pressure relief valves in the pump station, as well concrete work around the generator set. Please see the attached quote for explanation of the process.

**C. EFFECT OF CHANGE**

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
	Commercial Blasting on all Valves	0	1	Lump Sum	\$72,950.59	\$72,950.59
	Remove/Replace Concrete around Generator Set	0	1	Lump Sum	\$26,106.56	\$26,106.56
	<b>TOTAL:</b>					<b>\$99,057.15</b>

Original Contract Amount	\$ <u>10,853,210.00</u>
Contract Amount (Including Previous Change Orders)	\$ <u>9,947,554.55</u>
<b>Amount, Change Order No. 7</b>	<b>\$ <u>99,057.15</u></b>
<b>Revised Contract Amount</b>	<b>\$ <u><u>10,046,611.70</u></u></b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b><u>-7.43%</u></b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **0** day(s) to this project:

Original Contract Time	Complete by	<u>8/15/2014</u>
Amount (Including Previous Change Orders)	Complete by	<u>8/15/2014</u>
<b>Amount, Change Order No. 7</b>	<b>Complete by</b>	<b><u>9/30/14</u></b>
<b>Revised Contract Time</b>	Complete by	<u>9/30/14</u>
<b>Total Percent Increase Including Previous Change Orders</b>		<b><u>0.00%</u></b>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 7 and the contract, this Change Order No. 7 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **RED RIVER CONSTRUCTION COMPANY**, do hereby agree to append this Change Order No. 7 to the original contract between themselves, dated May 27, 2014.

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: RED RIVER  
CONSTRUCTION COMPANY**

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

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

Print  
Name: Bruce D. Glasscock

Print  
Name: Dean Porter

Print  
Title City Manager

Print  
Title: President

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

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

Approved as to Form:

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **DEAN PORTER, PRESIDENT** of **RED RIVER CONSTRUCTION COMPANY**, a **TEXAS** corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said home –rule municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2016			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): <b>Vernie Rambo - Ext. 7549</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2016-17 thru 2018-19</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	10,500	<b>10,500</b>
<b>BALANCE</b>		<b>0</b>	<b>0</b>	<b>10,500</b>	<b>10,500</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> Approval of this item will result in \$3,500 in annual revenue from the City of Murphy to the City of Plano for employee training beginning in FY 2016-17. The estimated future annual revenue is \$10,500, which will be earned if renewed annually.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing an Interlocal Agreement between the City of Murphy and the City of Plano relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center. The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano. (City of Plano Tracking #2016-0435-1)</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement					

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Murphy for educational services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS  
FOR CITY OF MURPHY EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM  
2016-0435-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation hereinafter referred to as "Murphy", as follows:

**WITNESSETH:**

**WHEREAS**, Plano and Murphy are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Murphy to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Murphy employees; and

**WHEREAS**, Murphy desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

**WHEREAS**, Murphy has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**NOW, THEREFORE**, Plano and Murphy, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano.

**II.  
THE PROGRAM**

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

**III.**  
**ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Murphy shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Murphy shall provide Plano with required student-employee information for the purpose of registration and documentation. Murphy shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the City of Murphy.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Murphy.

**IV.**  
**CONSIDERATION / FEES**

A. Murphy shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Murphy will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Murphy having the revenues available for that contract term.

B. Plano recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

**V.**  
**TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Murphy shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

**VI.**  
**RELEASE AND HOLD HARMLESS**

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Murphy, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Murphy and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VII.  
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**City of Murphy Representative:**

Jana Traxler  
Human Resources Manager  
City of Murphy  
206 N Murphy Road  
Murphy, Texas 75094  
T - 972-468-4018

**City of Plano Representative:**

Debbie Speed  
Human Resources Training Manager  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
T - 972-941-7217

**VIII.  
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Murphy has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

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

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.  
EFFECTIVE DATE**

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

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

**CITY OF MURPHY, TEXAS**

Date: Aug 16, 2016

By: Bill Shipp  
Name: Bill Shipp  
Title: INTERIM CITY MANAGER

APPROVED AS TO FORM:

Andy Messer  
Andy Messer, CITY ATTORNEY

CITY OF PLANO, TEXAS

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

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

APPROVED AS TO FORM:

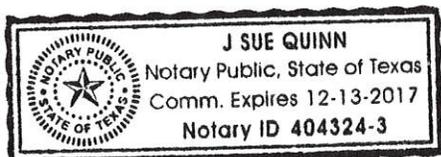
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on the 17<sup>th</sup> day of August, 2016, by **BILL SHIPP**, Interim City Manager, of **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.



J Sue Quinn  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit A

## Scope of Services

Training classes to be available to the City of Murphy employees include:

Leadership
Management
Customer Service
Diversity/Inclusion
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half day class = \$65.00
Full day class= \$110.00
2 hour class = \$35.00
40 Hr. Conflict Mediation = \$ 335.00

### Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month course "Leadership for the 21st Century" = \$1650.00

### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 12, 2016		
Department:		Human Resources		
Department Head		Shante Akafia		
Agenda Coordinator (include phone #): <b>Vernie Rambo - Ext 7549</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and The University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2016-17 thru 2017-18	Prior Year (CIP Only)	Current Year	Future Years
		0	200,000	63,600
	Encumbered/Expended Amount	0	-70,105	0
	This Item	0	0	-63,600
	<b>BALANCE</b>	0	129,895	0
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made from the Non-Departmental Budget within the approved budget appropriations for each year of the contract. The estimated future amount is \$63,600, the amount to be spent in 2016-17 is \$38,160 and the additional \$25,440 will be spent in 2017-18.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing continuing education courses for City employees through an Interlocal Agreement with The University of Texas at Dallas for a Graduate Program in Local Government Management relates to the City's goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Interlocal Agreement by and between the City of Plano and The University of Texas at Dallas (Higher Ed) for educational services as part of the City's Professional Development Program. This Agreement shall be for a period of two (2) years commencing upon the effective date hereof. (City of Plano Tracking #2016-0434-I)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Interlocal Agreement				

**A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and The University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement for educational services by and between The University of Texas at Dallas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the Agreement, having been 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 ratified.

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

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

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS FOR  
GRADUATE PROGRAM IN LOCAL GOVERNMENT MANAGEMENT  
2016-0434-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **THE UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

**WITNESSETH:**

**WHEREAS**, Plano is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, Plano wishes to give its employees the ability to obtain a Graduate Certificate in Local Government Management (the "Program") offered by the University; and

**WHEREAS**, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to Plano employees; and

**WHEREAS**, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and University, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

This Agreement shall be for a period of two (2) years commencing upon the effective date hereof.

**II.  
THE PROGRAM**

The parties agree that University shall offer graduate level education courses according to the terms and conditions as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

**III.  
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Plano shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. Plano shall provide University with required student-employee information for the purpose of registration and documentation.
2. Plano employees are required to follow all of the dates posted in University's Academic Calendar regarding registration and dropping/withdrawing classes. All relevant dates can be found on the Academic Calendar for each term at <http://www.utdallas.edu/academiccalendar/>.
3. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with Plano. Classes will be held on-campus at the University.

**IV.  
CONSIDERATION / FEES**

- A. Plano shall pay University in accordance with the terms set out in **Exhibit "A"** attached hereto and incorporated herein by reference. Total compensation for the term of this agreement shall not exceed the sum of **SIXTY THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$63,600.00)** unless amended in writing by both parties. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available.
- B. Plano will forward a purchase order to the University, listing the Plano employees participating in the program, no later than two (2) weeks prior to classes beginning. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list Plano's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

UTD Bursar's Office SSB21  
Attn: Cynthia Ladejo  
800 West Campbell Rd.  
Richardson, TX 75080-3021  
972-883-4034

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to Plano. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to Plano for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from Plano's employment after the purchase order has been processed, Plano is still obligated to the University.

- C. University recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

University and Plano 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 agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

## **V. TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination, and it is expressly understood that tuition refunds, if any, shall be handled according to standard University policy governing such refunds.

## **VI. RELEASE AND HOLD HARMLESS**

To the extent authorized by the constitution and laws of the state of Texas, University agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this agreement for any of its activities or from any act or omission of any employee or invitee of University or Plano.

In the event of joint and concurrent negligence, University and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

## **VII. NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**University of Texas at Dallas Representative:**      **City of Plano Representative:**

Doug Goodman, PhD  
Professor & Head  
Public and Nonprofit Management  
The University of Texas at Dallas  
School of Economics, Political, and Policy  
Sciences Program of Public Affairs  
800 West Campbell Road, Mail Station: GR 31  
Richardson, Texas 75080  
(972) 883-4948

Debbie Speed  
Human Resources  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
(972) 971-7217

**VIII.**  
**AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. University has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.**  
**SEVERABILITY**

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

**X.**  
**VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.**  
**INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.**  
**REMEDIES**

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

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

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

**THE UNIVERSITY OF TEXAS AT DALLAS**

Date: 8/16/16

By:   
Dr. Calvin D. Jamison,  
Vice President for Administration

**CITY OF PLANO, TEXAS**

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

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

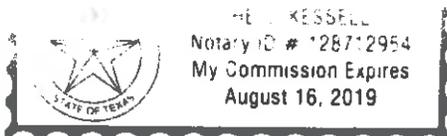
APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
                                          §  
COUNTY OF Collin       §

This instrument was acknowledged before me on the 16<sup>th</sup> day of August, 2016, by **DR. CALVIN D. JAMISON**, Vice President for Administration of **THE UNIVERSITY OF TEXAS AT DALLAS**.



  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                          §  
COUNTY OF COLLIN       §

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

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**Program:** City Hall MPA Graduate Certificate in Local Government Management.

The Certificate Program requires 15 hours of coursework. Courses offered as part of this program will include five of the following Graduate Courses; but this list may or may not be limited to the following selections:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Urban Planning
- Organizational Theory

**Credit Hours:** 3 credit hours per course. 15 hours to complete the certificate.

**Participation:** The City of Plano commits to enrolling a minimum of three (3) students in the Certificate Program. A minimum of ten (10) students combined from all cities participating in the program are required for the program to begin.

**Application Process:** By August 1, 2016 each participant must submit an online application to the MPA Non-Degree seeking program for the Fall 2016 semester and provide all required supporting documents. Students who decide to pursue a MPA degree must submit a new online application to the MPA program.

**Application Fees:** The applicants/students are responsible of all application fees whether submitted on time or late. The regular application fee is \$50. The late application fee is \$100. The City Hall Certificate and MPA Programs require separate applications.

**Materials/Supplies Cost:** All required books and materials will be paid for by the individual student.

**Parking Pass:** Students are responsible for purchasing a parking pass of their choice for use while on campus.

**City Hall Scholarship:** The University of Texas at Dallas will grant scholarships to students from the City of Plano who are enrolled in the City Hall MPA Certificate Program. The scholarship is \$800 per student, per semester. Scholarships will be provided only for the five semesters students are active in the certificate program.

**Billing:** While students are in the Certificate Program, the City of Plano will be billed each semester for their tuition. The rate billed will be the applicable guaranteed tuition rate for each student less the \$800 City Hall Scholarship.

**Other Scholarships/Funding:** In cases where students are eligible for and receive other scholarships or funding such as Hazlewood or Fire Fighter exemption, the amounts will be applied to student accounts prior to the City Hall Scholarship. It is possible these other scholarships and/or sources of funding, depending on their value, will reduce or eliminate the need for the City Hall Scholarship.

**Program Schedule:** The five courses will be offered over five semesters. Beginning with the Fall 2016 semester and ending with the Spring 2018 semester.

**Course Schedule:** To be determined by the University. Courses held in a classroom setting will meet once per week for 3 hours. The day of the week a course is offered may vary from semester to semester.

**Online Courses:** The University reserves the right to offer one of the five courses on-line.

**Instructors:** To be determined by the University.

**Class Location:** Classes will be held on-campus at the University.

**Student Enrollment:** The University reserves the right to allow traditional MPA students to enroll in courses offered as part of the City Hall MPA Graduate Certificate Program. These students would be permitted to attend the courses offered off-campus in a conference room provided by one of the participating cities.

**MPA Program:** If at any point after the first semester a student begins the certificate program they decide to pursue an MPA degree, an online application to the MPA program must be submitted, along with the related application fee. The MPA program is 36 credit hours and all certificate courses will apply towards the degree. However, EPPS 6313 – Introduction to Quantitative Methods, a core requirement for the MPA degree, must be completed by the end of the student’s first two long semesters (spring/fall) as a MPA degree seeking student.

**Maximum Course Load:** Students enrolled as non-degree seeking who are working toward their certificate are limited to one 3 hour course each of program’s five semesters.  
Students enrolled as MPA degree seeking are limited to two 3 hours courses (6 hours) each semester.

**Withdrawal/Drop:** Students who drop a certificate related course are subject to the state mandated refund policy. If the student is eligible for a refund, it will be applied to their account based on the University’s refund schedule. In addition, their

scholarship for that semester will be removed. The City of Plano will need to work directly with the student if they wish to collect any of the refund. Full payment of the charges is expected, regardless of whether or not the student remains enrolled.

**Leave of Absence:** Continuous enrollment is expected from all students in the Certificate and MPA Programs. If a leave of absence is required, approval must be granted in writing by the City of Plano HR representative and the MPA Director.

**Employment:** Students must maintain their employment with the City of Plano to be eligible for the scholarship and rates offered through this agreement. Should a student's employment end, including retirement, they may continue in the program at the standard tuition rate.

**Tuition and Fees Plan:** The UT Dallas Guaranteed Tuition Plan promises to lock your tuition rate and mandatory fees for the four-year period beginning with your registration. Tuition to be based on 2016-17 tuition rates

**In addition, \$120 per 3 hr. class advising fees, each City is responsible for paying this advising fee for each enrolled student**



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 12, 2016			
Department:		Health			
Department Head		Rachel Patterson			
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-941-7137</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2016-17 thru 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
	Budget	0	0	12,000	<b>12,000</b>
	Encumbered/Expended Amount	0	0	0	<b>0</b>
	This Item	0	0	-12,000	<b>-12,000</b>
	BALANCE	0	0	0	<b>0</b>
<b>FUND(s):</b> GENERAL					
<p><b>COMMENTS:</b>    Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$6,000 and FY 2017-18 is \$6,000, which will be made within approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services relates to the City's Goal of a Financially Strong City with Service Excellence and a Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
Approval of the appointment of the Health Authority for the City of Plano, a Professional Services Agreement with Allan R. deVilleneuve, M.D. in the amount of \$12,000. The term of the contract shall be a period of two years beginning on October 9, 2016 and ending on October 8, 2018. (City of Plano Tracking No. 2016-0428-C)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Professional Services Agreement					

**A Resolution of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date.**

**WHEREAS**, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction, subject to the approval of the City Council; and

**WHEREAS**, the director of the City of Plano Health Department has appointed Allan R. deVilleneuve, M.D. to serve as the Health Authority for the City of Plano; and

**WHEREAS**, Dr. Allan R. deVilleneuve meets the requirements of Section 121.022, Health and Safety Code, to serve as the Health Authority for the City; and

**WHEREAS**, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve Dr. Allan R. deVilleneuve's appointment as the City of Plano Health Authority, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The City Council of the City of Plano hereby approves the appointment of Dr. Allan R. deVilleneuve as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

**Section II.** This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

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

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

**DULY PASSED AND APPROVED** this the 12th of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT BETWEEN THE CITY OF PLANO  
AND ALLAN R. deVILLENEUVE, M.D. FOR PROFESSIONAL SERVICES  
2016-0428-C**

**THIS CONTRACT** is made and entered by and between **ALLAN R. deVILLENEUVE, M.D.**, whose address is 4112 West 15<sup>th</sup> Street, Suite 100, Plano, Texas 75093, hereinafter referred to as "Professional" and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, hereinafter referred to as "CITY", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, pursuant to section 121.033 of the Texas Health and Safety Code the City may appoint a physician as the Health Authority for the City; and

**WHEREAS**, City has appointed the Professional as its Health Authority and desires to engage the services of the Professional, hereinafter referred to as the "Project"; and

**WHEREAS**, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City upon the terms and conditions provided in this Agreement;

**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.  
SCOPE OF WORK**

Professional shall provide during the term of this Agreement services as set forth in the Texas Health and Safety Code, Chapter 121, "Local Public Health Reorganization Act", to the City as may be required and/or as requested by City. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; and advise and assist with infectious disease control, suppression and prevention services, and general sanitation.

**II.  
TERM**

The term of this Contract shall be a period of two years beginning on October 9, 2016 and ending on October 8, 2018. This Agreement may be terminated by City as provided herein.

**III.  
COMPENSATION**

**3.01 Compensation.** Professional shall be paid the fee of **FIVE HUNDRED AND NO/100 (\$500.00) per month** in connection with the Project. In consideration for the services to be rendered under this Agreement, including all expenses, Professional shall be paid a fee not to exceed **SIX THOUSAND AND NO/100 (\$6,000.00) per year**, for a total amount under this contract not to exceed **TWELVE THOUSAND AND NO/100**

**DOLLARS (\$12,000.00).** Professional may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by professional for three (3) years following the expiration of this Agreement.

**3.02 Fiscal Funding.** Professional recognizes that this agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any agreement 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 agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**3.03 Maximum Compensation upon Termination.** In the event of termination by City with or without cause and subject to the terms listed in paragraph 3.02 herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance and shall not exceed the total amount due under this Agreement.

#### **IV. OWNERSHIP OF DOCUMENTS**

All information and other data given to, prepared or assembled by Professional under this Agreement, and other related items, shall become the sole property of City and shall be delivered to City without restriction on future use subject to any applicable laws regarding the privacy of health-related information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City. Any use by Professional of the information developed hereunder, whether for publication or for work with other clients, must receive prior written permission from City.

#### **V. SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS**

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the City. Professional 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 Professional from its full obligations to the City as provided by this Agreement. This agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the forgoing, to the extent reasonably necessary for the Professional to perform its duties hereunder, Professional may engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Professional shall be compensated only for actual expenses and fees for supplies and materials incurred by Professional in providing services to the City which are within the scope of work under this Agreement. The cost of the services of such agents or assistants shall be borne by Professional at its sole cost and expense.

## **VI. FACILITIES**

Professional shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that City shall cooperate with Professional by providing space it has available for meetings, conferences, and presentations.

## **VII. INSURANCE AND CERTIFICATES OF INSURANCE**

Professional agrees to meet all insurance requirements, and to require all consultants who perform work for Professional to meet all insurance requirements, as set forth in **Exhibit "A"**, which is attached hereto and thereby made a part of this Agreement. Professional shall provide a signed insurance certificate verifying that he or she has obtained the required insurance coverage prior to the effective date of this Contract.

## **VIII. INDEMNIFICATION**

**PROFESSIONAL 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 PROFESSIONAL'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 PROFESSIONAL, 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 PROFESSIONAL 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.

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

#### **IX. INDEPENDENT CONTRACTOR**

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

#### **X. CONTRACT TERMINATION**

The parties agree that City shall have the right to terminate this Agreement with or without cause and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Contract upon thirty (30) days written notice to Professional with the understanding that all services being provided by Professional shall cease upon the date such notice is received.

City reserves the right to terminate this contract immediately upon breach of any term or provision of this Contract by professional; or if at any time during the term of this contract, Professional shall fail to commence the work in accordance with the provisions of the Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall the right, if Professional shall nor cure any such default after thirty (30) days written notice thereof, to terminate

this contract and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Professional hereunder, Professional shall be liable for an shall reimburse City for such excess.

#### **XI.** **COMPLIANCE WITH APPLICABLE LAWS**

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

#### **XII.** **PROHIBITED INTEREST**

Professional 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 Professional shall execute the affidavit shown in **Exhibit "B"**. Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

#### **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.** **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. Agreement Interpretation:**

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of 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. 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.

**SIGNED** on the date indicated below.

**ALLAN R. deVILLENEUVE, M.D.**

Date: 8/18/16

BY:   
Allan R. deVilleneuve, M.D.  
PROFESSIONAL

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
                                          §  
COUNTY OF Collin       §

This instrument was acknowledged before me on the 18<sup>th</sup> day of AUGUST, 2016, by **ALLAN R. deVILLENEUVE, M.D.** on behalf on said individual.



*Patricia Ann Kloeffer*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                          §  
COUNTY OF COLLIN       §

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

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF PLANO  
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Limit of \$200,000 Each Claim and \$600,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.



January 25, 2016

**APPROVED**

**By Jim Revis at 1:02 pm, Aug 02, 2016**

Policy/ID #1-200834 - RP  
Allan R. deVilleneuve, MD  
c/o North Dallas Pediatric Associates  
4112 W. 15th St. Bldg. I  
Suite 100  
Plano, TX 75093

**CLAIMS-MADE  
CERTIFICATE OF INSURANCE**

Insured: **Allan R. deVilleneuve, MD**  
Policy Period: **04/01/2016 to 04/01/2017**  
(All dates are as of 12:01am standard time)  
Retroactive Date: **10/15/1995**  
Initial Coverage Date: **04/01/1999**  
Policy Limits: **\$200,000/\$600,000**

**Claim/Suit experience in the last 5 years: None**

This Certificate of Insurance does not amend, extend or alter the coverage afforded under the above reference policy. Should coverage be amended, altered, or cancelled, the obligation to notify the certificate holder, if any, is solely that of the Insured and failure to provide such notice shall impose no obligation or liability of any kind upon TMLT, its agents or representatives.

This document is supplied for information purposes only, and does not confer any rights or obligations other than those described in the policy. The terms of the policy control over the terms of this document.

Rhonda Pastrano  
Underwriter

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

**A. No Prohibited Interest**

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

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

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

**B. Equal Rights Compliance**

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

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

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

advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

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

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

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

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 12, 2016		
Department:		Health, Environmental Education		
Department Head		Rachel Patterson		
Agenda Coordinator (include phone #): <b>Nancy Corwin 972-974-7137</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	30,000	0
<b>BALANCE</b>		<b>0</b>	<b>30,000</b>	<b>0</b>
<b>FUND(s):    GENERAL</b>				
<p><b>COMMENTS:</b> Approval of this item will result in \$30,000 in annual revenue via a grant from the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center. The amount of the grant to be received in FY 2015-16 is \$30,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing an Interlocal Agreement by the City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Interlocal Agreement by and between the City of Plano and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center. The term of the contract shall be from September 12, 2016 through April 30, 2017.(City of Plano tracking No. 2016-0523-I)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Interlocal Agreement				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement for development of the City of Plano Water Walk at the Environmental Education Center by and between the Texas Parks and Wildlife Department and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the City Council finds that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

TPWD Contract Number: \_\_\_\_\_  
COP Contract Number: \_\_\_\_\_

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

**INTERLOCAL COOPERATION CONTRACT**

This Agreement is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)  
The Performing Entity: City of Plano (COP)

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

COP shall conduct the project entitled "City of Plano Water Walk" as per proposal attached hereto as Attachment A and incorporated herein for all purposes.

Deliverables of this project include:

- An interpretive water walk along a riparian corridor at Plano's Environmental Education Center will be developed in order to create better access to wildlife viewing, creek observation and sampling locations, and enhance education and outreach opportunities.
- Social media posts announcing the receipt of the award, crediting the TPWD Conservation License Plates
- Social media posts with photographs, showing progress of the construction of the boardwalk
- All Deliverables as set forth in the initial proposal

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: All publications arising from this research shall acknowledge TPWD, as well as Conservation License Plates, as the funding sources of this project. Funding for this Research and Development project was through the Conservation License Plates Grants program, or such fund as may supersede it in funding this project.

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and COP, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than March 31, 2017. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction.

Intellectual Property: With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by COP or COP employees, subcontractors, or subcontractor's employees during the course of performing the Work, COP hereby grants to TPWD, subject to the terms of this Contract, a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. COP shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe upon any property rights of any third party.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards (UGMS). Property

records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification number as provided by State Property Accounting (SPA), the source of the property, who holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with UGMS.

Landowner Permission: In accordance with 12.103 of the Texas Parks and Wildlife Code, the Performing Entity acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form, is attached hereto as Attachment B, and is incorporated herein for all purposes.

Reporting Requirements: COP must submit a **Final Report on or before April 30, 2017**. The final report shall include photos of the boardwalk after completion.

### **III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Revisions: Certain types of post-award changes in the budget and/or the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Travel: Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Budget Revisions: Performing Entity may make adjustments up to five percent (5%) within cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total annual costs.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

### **IV. CONTRACT AMOUNT:**

The total reimbursable amount of this Contract shall not exceed: \$30,000 (Thirty Thousand Dollars) with the minimum match requirement of: \$10,000 (Ten Thousand Dollars).

If within the same biennium, budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

**Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.**

#### V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Entity.

The Receiving Agency will enter payment information into USAS. This shall be recorded as a state pass through grant in USAS as expenditure code 7611.

Payments received by the Performing Entity shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

**Twenty percent (20%) of Fiscal year funds will be held until receipt and acceptance of fiscal/final report by TPWD.**

#### VI. INVOICING:

Payments for service performed shall be billed: Monthly.

INVOICES WILL BE SENT ELECTRONICALLY TO:

Texas Parks and Wildlife Department  
Attn: Debra Borrego  
[Debra.borrego@tpwd.texas.gov](mailto:Debra.borrego@tpwd.texas.gov)

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

**Documentation Requirements:** Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (i.e. **actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment, payroll receipts/records showing employee name, hours worked, hourly rate and total cost claimed, etc.**) during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

**Cost Sharing or Match:** A cumulative minimum non-federal match, representing 25% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 25% cumulative match will not be processed by TPWD and will be returned to submitting Agency for modification and resubmission.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

**VII. CONTRACT ADMINISTRATION:**

TPWD Project Coordinator  
Richard Heilbrun  
CO Program Leader  
12861 Galm Rd  
San Antonio, Texas 78254  
(210) 688-6444 office  
(210) 688-6446 fax  
Richard.heilbrun@tpwd.texas.gov

TPWD Contract Point of Contact  
Ginny Jensby, CTCM  
Contract Specialist  
Texas Parks & Wildlife Department  
4200 Smith School Road  
Austin, TX 78744  
(512) 389-4777 office  
Ginny.Jensby@tpwd.texas.gov

Vendor Project Coordinator  
Heather Merchant  
City of Plano  
4200 West Plano Parkway  
Plano, TX 75093  
972-769-4111  
[Heatherm@plano.gov](mailto:Heatherm@plano.gov)

Vendor Contract Point of Contact  
Heather Merchant  
City of Plano  
4200 West Plano Parkway  
Plano, TX 75093  
972-769-4111  
[Heatherm@plano.gov](mailto:Heatherm@plano.gov)

**VIII. TERM OF CONTRACT:**

This Contract is to begin upon signature by both parties, and shall terminate April 30, 2017.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

**IX. DEFINITIONS:**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type. In accordance with State Property Accounting (SPA) regulations.
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type, however due to its high-risk threshold, is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: <https://fmx.cpa.state.tx.us/fmx/spa/classcosed/control.php>.
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.
- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. UGMS means Uniformed Grant Management Standards. [www.governor.state.tx.us/files/state-grants/UGMS062004.doc](http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc)

**X. GENERAL TERMS AND CONDITIONS:**

Abandonment or Default: If the contractor defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Performing Entity must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Performing Entity shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Performing Entity's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed

that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Proprietary or Confidential Information: Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contract will indemnify and hold harmless the State of Texas, its officers and employees, and TPWD, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

Public Disclosure: Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the contractor, terminate this Contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the contractor of intent to terminate, and TPWD will provide the contractor with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this Contract, whether completed or in process.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Performing Entity may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

Other Law: Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award per <http://www.fws.gov/grants/>.

Whistleblower Rights and Requirements: 41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient (Performing Entity) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified

- acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING ENTITY

\_\_\_\_\_  
TEXAS PARKS AND WILDLIFE DEPARTMENT

\_\_\_\_\_  
CITY OF PLANO  
Name of Agency

By: \_\_\_\_\_  
Ginny Jensby, CTCM  
Contract Specialist

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
8/22/2016

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

**PLANO ENVIRONMENTAL EDUCATION CENTER WATER WALK**

**PROJECT DESCRIPTION & JUSTIFICATION**

An interpretive water walk along a riparian corridor at Plano’s Environmental Education Center will be developed in order to create better access to wildlife viewing, creek observation and sampling locations, and enhance education and outreach opportunities. Grant funds will be used to construct an accessible boardwalk with designated gathering areas, creek access locations and specific educational signage for designated stops. A conceptual plan completed by a contractor has been approved and construction documents are being prepared. *This unique riparian corridor* is an isolated natural area surrounded by urban development. The waterway is attractive and inviting to wander along, with year-round water flow. Because it’s rich in plant, bird, mammal, insect and aquatic life, it’s an excellent riparian habitat observation and conservation area. Installation of this walkway will bring visitors closer to the water and the surrounding habitat and create more effective educational opportunities, including water quality and storm water pollution impacts on wildlife. Development of the water walk will enhance existing school field trips, while also creating potential for professional development trainings. Preservation of this unique habitat demonstrates to Family Nature Club, school field trips, scout groups and community visitors the importance of local conservation efforts. A self-guided trail will allow residents to enjoy and learn from the site at their leisure. Master Naturalist Volunteers (MNV) have created a database inventory of the flora and fauna on the site and update it monthly. The native species found on the *Greatest Conservation Need* list for the Cross Timbers Ecoregion will be identified and monitored. Invasive species removal has begun to ensure the successful conservation of native species. The project timeline reflects Phase I of the project. The project has been divided into phases to be completed over three years as funding is available.

**METHODS:** A construction contractor will oversee the installation of the piers and structural framework that will support the boardwalk. Lowes Home Improvement Center will provide recycled composite lumber for the boardwalk surface and tools and materials necessary for installation. Lowes employees, corporate groups and community volunteers will provide volunteer labor for cutting and nailing the boardwalk lumber to the frame. A trail design engineer from the contracted Engineering design firm will oversee the boardwalk and trail installation. His familiarity and experience with similar projects will be an asset in ensuring efficient, accurate and quality implementation. Decomposed granite (DG) and repurposed landscape stone will be used for connecting trails. The City’s Volunteer Coordinator will recruit, schedule and supervise volunteer workdays for the project. Volunteer labor will increase community participation and cut project installation costs. The City’s Marketing & Community Engagement staff will promote the project and the Conservation License Plate (CLP) program through web site, social media and news release channels. Professional design and production of signage will ensure an attractive, outdoor quality, long-lasting product. Engaging and accurate educational messages will be developed by education staff familiar with the topics and objectives of the project, ensuring on-target delivery.

**PROJECT TIMELINE**

Please disregard this timeline. There is an updated timeline below.

Date	Task	Funding Source
October 2015	<ul style="list-style-type: none"> <li>Contract developed for Construction Contractor</li> <li>MNVs conduct flora and fauna inventory</li> <li>MNVs continue invasive species removal</li> </ul>	
November/ December 2015	<ul style="list-style-type: none"> <li>Construction Contractor contract signed</li> <li>Contract for interpretive signs developed</li> <li>Text for interpretive signs finalized</li> <li>Lowes grant report due 12/31/15</li> </ul>	Lowes Grant and City of Plano (COP) department funds cover interpretive signs 5 conservation messages: watersheds, riparian habitat, native species, food web, stormwater pollutants & impacts
January 2015	<ul style="list-style-type: none"> <li>Infrastructure for boardwalk installed by contractor</li> </ul>	TPWD grant covers Construction Contractor fees and materials 1/31/16 - Submit reimbursement requests to date
TPWD Funds become available	<ul style="list-style-type: none"> <li>Award &amp; sign contract for interpretive signs materials &amp; tools</li> <li>Create specifications for boardwalk decking</li> <li>Recruit volunteers from Lowes and other groups</li> </ul>	Donated materials from Lowes and COP

<del>February 2016</del>	<del> <ul style="list-style-type: none"> <li>Finalize Volunteer workday dates</li> <li>Begin design &amp; production of signs</li> <li>Installation of boardwalk begins</li> <li>Conduct Volunteer workdays for boardwalk installation</li> <li>MNVs continue flora and fauna inventory</li> </ul> </del>	<del>Lowes Grant and COP department funds cover interpretive signs</del>
March 2016	<ul style="list-style-type: none"> <li>Conduct Volunteer workdays for boardwalk installation</li> <li>Begin work on trail connection to boardwalk</li> <li>Approve interpretive sign design</li> <li>MNVs continue flora and fauna inventory</li> </ul>	TPWD grant covers materials for trail connection 3/31/16 – Submit reimbursement
April 2016	<ul style="list-style-type: none"> <li>Construction of boardwalk completed</li> <li>Continue work on trail connection</li> <li>Production of interpretive signs complete</li> <li>Master Naturalist Volunteers continue with flora and fauna inventory</li> </ul>	<ul style="list-style-type: none"> <li>TPWD grant covers materials for trail connection</li> <li>Lowes Grant and COP department funds cover interpretive signs</li> </ul>
May 2016	<ul style="list-style-type: none"> <li>Trail Connection to boardwalk completed</li> <li>Installation of interpretive signs begins</li> <li>MNVs continue flora and fauna inventory</li> <li>Begin plans- Ribbon-cutting, media exposure and marketing of Water Walk, and CLP</li> </ul>	Sign installation costs and materials covered by TPWD grant Submit reimbursement - 5/31/16
June 2016	<ul style="list-style-type: none"> <li>Installation of interpretive signs completed</li> <li>MNVs continue flora and fauna inventory</li> <li>Promote CLP &amp; Water Walk through all COP marketing channels</li> </ul>	All newsletter design and production costs covered by COP department funds
<del>July 2016</del>	<del>Ribbon cutting event for Water Walk</del>	<del>Covered by COP department funds</del>
August 2016	All funds spent & reimbursement requests made	8/31/16
Sept. 2016	Final report written and submitted	9/30/16

**COLLABORATORS AND PARTNERS:** *Blackland Prairie Chapter – Texas Master Naturalists* - Volunteers will inventory flora and fauna; help with invasive species removal; and installation of water walk; p consult on sign messages; serve as educators for outreach programs. *Lowes Home Improvement Center* – will provide in-kind materials and \$10,000; will provide employee volunteer labor.

**MATCHING CONTRIBUTION**

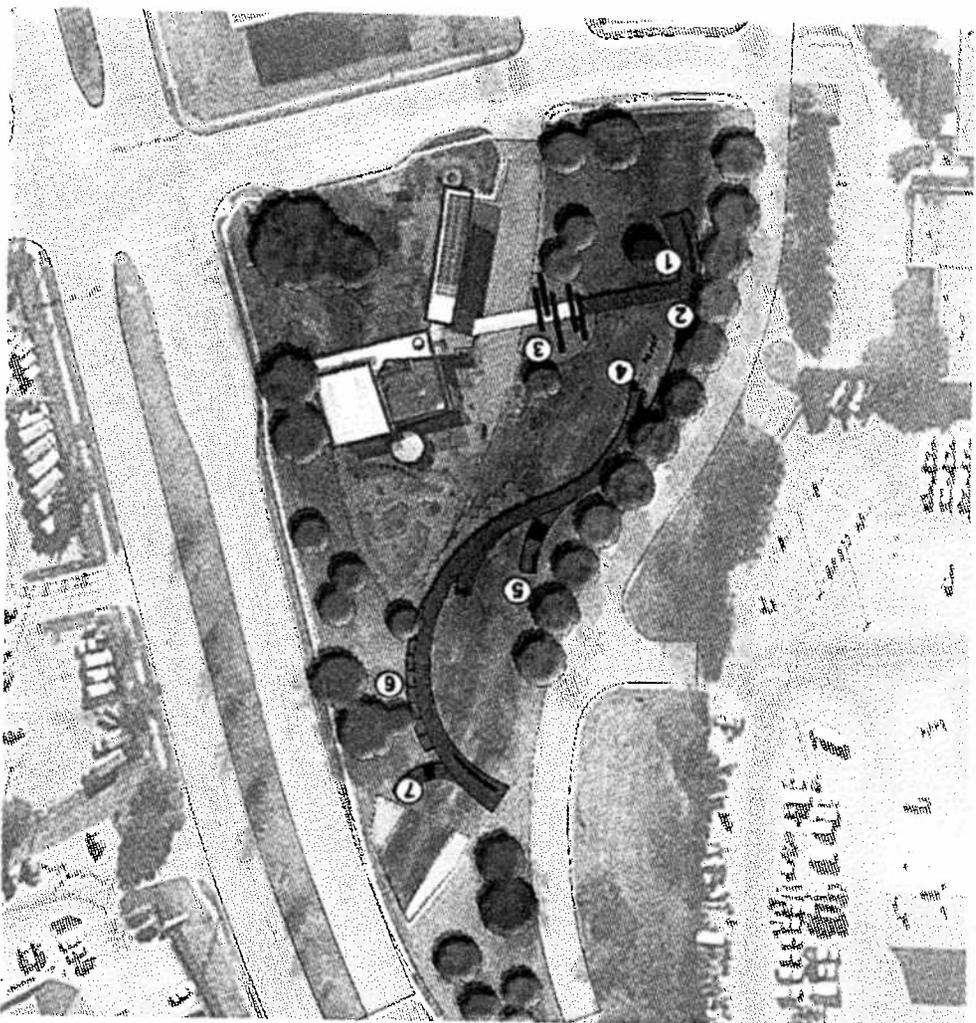
	CLP Request	Plano + Partner Contributions	Total Project	Match %
Water Walk	\$30,000	\$70,000	\$100,000	70

**GRANT VISIBILITY**

The CLP program and grant award will be publicly acknowledged on a sign along the water walk at our Environmental Education Center, which saw over 8,000 visitors in 2014. Information about the CLP, our award, and examples of CLPs will be featured in our Live Green in Plano newsletter which is direct mailed to 73,000 households and our Live Green e-News with a circulation of 2,000. Posts about CLP and the water walk will be included in Facebook and Twitter social media activities reaching more than 7,000 people; and featured on both the LiveGreenInPlano and City web sites with annual page hits of 6,238 and 2,568,046 respectively. Features stories will be submitted to local Plano Star Courier and Community Impact News; and Plano TV (cable) will produce a feature.

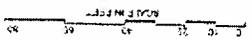
BUDGET and SUPPLEMENTAL MAP on Separate pages

# DESIGN ALTERNATIVES CONCEPT A



**LEGEND**

1	WATERSHED OVERLOOK
2	TEN FOOT WIDE BOARDWALK
3	GATHERING/SEATING AREA
4	NATURAL RIPARIAN VIEWING AREA
5	MIDDLE VIEWING AREA
6	FOOD WEB ART
7	POLLUTION EDUCATION AREA/ OUTDOOR CLASSROOM

### Updated Timeline for Plano Water Walk Project

Date	Task	Funding Source
October 2015	<ul style="list-style-type: none"> <li>• MNVs conduct flora and fauna inventory.</li> <li>• MNVs continue invasive species removal.</li> </ul>	Texas Master Naturalist volunteers
November/ December 2015	<ul style="list-style-type: none"> <li>• Text for interpretive signs finalized.</li> <li>• Investigate Sign production companies.</li> <li>• Lowes grant report due 12/31/15.</li> <li>• Develop contract with Halff Associates for Water Walk design.</li> </ul>	Lowes Grant and City of Plano (COP)department funds cover interpretive signs 5 conservation messages: watersheds, riparian habitat, native species, food web, stormwater pollutants & impacts COP department funds
January 2016	<ul style="list-style-type: none"> <li>• Contract finalized and design of water walk trail work begins – Halff Associates.</li> </ul>	COP department funds
February 2016	<ul style="list-style-type: none"> <li>• Begin design of signs.</li> <li>• Begin work on contract for Sign Production company.</li> </ul>	City of Plano staff completing the work
March 2016	<ul style="list-style-type: none"> <li>• Continue design of signs.</li> </ul>	City of Plano staff completing the work
April 2016	<ul style="list-style-type: none"> <li>• Complete contract with Sign Production company.</li> </ul>	COP Purchasing Dept. & Legal Dept.
May 2016	<ul style="list-style-type: none"> <li>• 75% construction documents delivered and meet for comments.</li> </ul>	COP department budget
June 2016	<ul style="list-style-type: none"> <li>• Meet with Plano Parks Department, Engineering and Purchasing Dept. to determine bidding process, and construction manager over project.</li> </ul>	City of Plano staff
July 2016	<ul style="list-style-type: none"> <li>• 100% construction documents complete and reviewed by COP.</li> <li>• Extend dates on Sign Production contract.</li> </ul>	COP department budget  COP Purchasing Dept.

	<ul style="list-style-type: none"> <li>• Bid/contract specifications detailed.</li> <li>• Conversation with TREX concerning donated materials.</li> <li>•</li> </ul>	COP Purchasing Dept.  Possible donated materials from TREX
August 2016	<ul style="list-style-type: none"> <li>• Create specifications for trail and boardwalk decking materials &amp; tools.</li> <li>• Bid process for construction begins.</li> <li>• Contract between COP &amp; TPWD finalized and executed.</li> <li>•</li> </ul>	TPWD grant covers Construction Contractor fees and materials
September 2016	<ul style="list-style-type: none"> <li>• All construction contracts finalized.</li> <li>• Contractor to purchase all materials needed as outlined in construction plans and bid specifications.</li> </ul>	TPWD grant covers Construction Contractor fees and materials.
October 2016	<p>Construction on water walk begins</p> <ul style="list-style-type: none"> <li>• Phase 1: Helical Piers, dirt work, concrete mow curb, DG trail, boulder seating.</li> </ul>	TPWD grant funds; KTB grant funds; COP budget.
November 2016	<p>Construction continues:</p> <ul style="list-style-type: none"> <li>• Phase 2: TREX Lumber boardwalk, steps to Creek, observation decking</li> </ul>	
December 2016	<p>Construction continues:</p> <p>Phase 3 – Landscape work</p>	Corporate/community volunteer groups
January 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> <li>•Phase 3 – Landscape work</li> </ul> <p>Begin planning -Ribbon-cutting, media exposure and marketing</p>	Corporate/community volunteer groups  1/31/17 - Submit reimbursement requests to date – TPWD.

	of Water Walk, and CLP	
February 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> <li>•Phase 3 – Landscape work</li> </ul> <p>Final sign designs sent to Sign Production company.</p> <p>Promote CLP &amp; Water Walk through all COP marketing channels</p>	<p>Corporate/community volunteer groups COP department funds</p> <p>Signs paid for from Lowes grant funds.</p> <p>All newsletter design and production costs covered by COP department funds</p>
March 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> <li>• Phase 4 – Production and installation of educational signage by Sign Production company.</li> <li>• Ribbon cutting event for Water Walk</li> <li>• All funds spent &amp; reimbursement requests to TPWD made.</li> </ul>	<p>Covered by COP department funds</p> <p>3/31/17</p>
April 1, 2017	Project completed. Final report written and submitted.	4/30/17

**Attachment A - Budget**

Cost Category	Reimbursable Request (amount requested from TPWD)	Primary Applicant Share, if any (non-federal match provided) Sam Houston State University	Total
<b>Phase 1 (Grant expended by 2 Feb 2017)</b>			
Equipment			
Subcontractor Services (Labor)			\$0
Sub: Boardwalk and Walk Way Materials	\$30,000	\$10,000	\$40,000
Total Direct Cost	\$30,000	\$10,000	\$40,000
Total	\$30,000	\$10,000	\$40,000
	Total (%)	75%	25%
	Nonfederal Match (\$)	\$10,000	\$10,000
	Nonfederal Match (total must be 25%)	25%	25%
<b>GRAND TOTAL</b>	\$30,000	\$10,000	\$40,000
	GrandTotal (%)	75%	25%
	Nonfederal Match (\$)	\$10,000	\$10,000
	Nonfederal Match (total must be 25%)	25%	25%



Attachment B  
**LANDOWNER PERMISSION FOR  
WILDLIFE RESEARCH AND INVESTIGATION**  
(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

\_\_\_\_\_  
(Authorized scientific research, investigation, or activity)

**Release of Information (Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**OR**

**Release of Information (Non-Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**Name and Address: (Please print legibly)**

\_\_\_\_\_  
(Name of Landowner or Authorized Agent)

\_\_\_\_\_  
(Property, Ranch, or Tract name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Office Phone) optional

\_\_\_\_\_  
(FAX) optional

\_\_\_\_\_  
(Email Address) optional

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

TPWD's Vendor Invoice – GA123 is available electronically at: <http://tpwd.texas.gov/business/grants/>

## TEXAS PARKS AND WILDLIFE DEPARTMENT INVOICE

1. VENDOR ID:		2. INVOICE DETAIL:	#	
3. RTI (if applicable):				MM/DD/YY
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:		<b>\$0.00</b>
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):				
7. FINAL INVOICE: YES <input type="checkbox"/> NO <input type="checkbox"/>				
8. ACCOUNTING BASIS: X CASH ACCRUAL				
9. TOTAL PROJECT/GRANT PERIOD:				
a. FROM: MM/DD/YY		b. TO: MM/DD/YY		
10. PERIOD COVERED BY THIS REPORT:				
a. FROM: MM/DD/YY		b. TO: MM/DD/YY		

11. EXPENDITURES BUDGET CATEGORIES:	Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Personnel/Salary	\$0.00	\$0.00	\$0.00	\$0.00
b. Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
c. Travel	\$0.00	\$0.00	\$0.00	\$0.00
d. Supplies	\$0.00	\$0.00	\$0.00	\$0.00
e. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
f. Contractual	\$0.00	\$0.00	\$0.00	\$0.00
g. Other	\$0.00	\$0.00	\$0.00	\$0.00
h. Total Direct Costs (Sum a - g)	\$0.00	\$0.00	\$0.00	\$0.00
i. Indirect Costs (if allowable)	\$0.00	\$0.00	\$0.00	\$0.00
j. Total Amount Payable (h-i)	\$0.00	\$0.00	\$0.00	\$0.00
<b>12. MATCH BUDGET CATEGORIES:</b>	<b>Total Contract Budget</b>	<b>Period Expenditures</b>	<b>Cumulative Expenditures (Previous Cumulative+Period Expenditures)</b>	<b>**Available Balance as of: MM/DD/YY</b>
a. Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00
b. Indirect Costs (if allowable)	\$0.00	\$0.00	\$0.00	\$0.00
c. Local/In Kind Match	\$0.00	\$0.00	\$0.00	\$0.00
d. Total Obligation Payable (Sum a-c)	\$0.00	\$0.00	\$0.00	\$0.00

13. PERCENTAGES			
Expenditures	Budget %	Period %	Cumulative %
Match	#DIV/0!	#DIV/0!	#DIV/0!

\*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your agreement.  
 \*\* Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

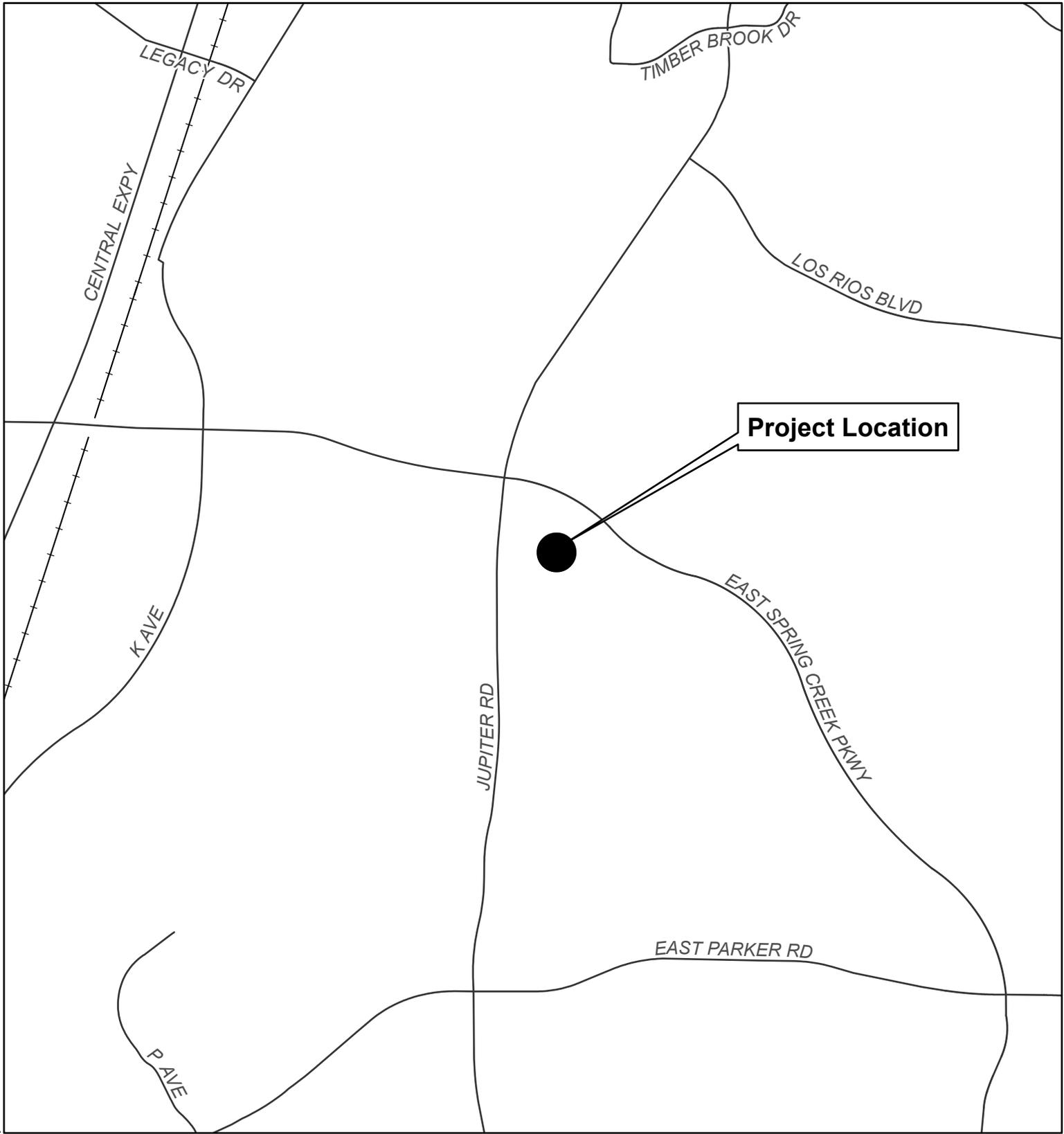
14. **CERTIFICATION** I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.

a. Type or Print Name and Title of Authorized Certifying Official		c. Telephone (Area code, number and extension)	
		d. Email address	
b. Signature of Authorized Certifying Official		e. Date Report Submitted (Month, Day, Year)	

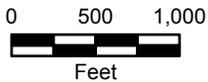


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			<b>Project No. 6352</b>	
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, authorizing a Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) for a Guaranteed Maximum Price (GMP) of \$8,213,558; authorizing the City Manager or his designee to execute the necessary documents; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	669,276	6,163,544	4,205,000	<b>11,037,820</b>
Encumbered/Expended Amount	-669,276	-585,429	0	<b>-1,254,705</b>
This Item	0	0	-8,213,558	<b>-8,213,558</b>
<b>BALANCE</b>	<b>0</b>	<b>5,578,115</b>	<b>-4,008,558</b>	<b>1,569,557</b>
<b>FUND(S):    RECREATION CENTER CIP, CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the Recreation Center CIP and Capital Reserve Fund. Construction of the Oak Point Recreation Center Expansion, in the amount of \$8,213,558, will leave a total project balance of \$1,569,557 available for this or future recreation center and capital reserve projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renovating and expanding existing recreation facilities relates to the City's goal of Great Neighborhoods – 1<sup>st</sup> Choice to Live and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memo.				
Project Location Map: <a href="https://goo.gl/maps/rHSmbYsN1f82">https://goo.gl/maps/rHSmbYsN1f82</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	
Recommendation Memo				
Resolution				

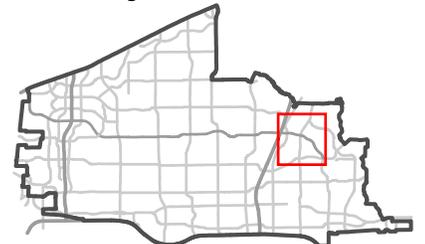


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**Oak Point Recreation Center  
Expansion & Renovation  
(Phase II - Interior Renovations  
and Expansion)  
Project No. 6352**

**Project Location**





# Memorandum

**Date:** August 12, 2016

**To:** Kellie Boyer, Purchasing Manager

**From:** Jim Razinha, Facilities Manager

**Subject:** Recommendation for Accepting a Guaranteed Maximum Price for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion)

Through a two-step process, City staff reviewed qualifications from six firms that responded to our RFQ to provide Construction Manager At Risk (CMAR) services for the Oak Point Recreation Center Expansion and Renovation project. After interviewing four firms in the second step of the process, the City selected Pogue Construction Co., LP, as the most qualified firm for the project.

Staff recommended and Council approved accepting the Guaranteed Maximum Price (GMP) of \$158,778 as proposed by Pogue Construction Co., LP, for Phase 1 of the Oak Point Recreation Center Expansion and Renovation to ensure the opening of the outdoor pool for the 2016 summer season.

The design consultant, along with staff and Pogue Construction Co., LP, revised the design documents for Phase II, which includes a new 11,000 SF 2-level space for cardio/fitness and new locker rooms; renovation of the existing locker rooms, administrative offices and other spaces; replacement of indoor aquatic features and indoor aquatics mechanical systems; and replacement of all of the non-natatorium HVAC units.

Pogue Construction Co., LP, rebid the project and developed the GMP for the Phase II work.

Staff recommends accepting the Guaranteed Maximum Price (GMP) of \$8,213,558 as proposed by Pogue Construction Co., LP, for Phase II of the Oak Point Recreation Center Expansion and Renovation.

**A Resolution of the City of Plano, Texas, authorizing a Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) for a Guaranteed Maximum Price (GMP) of \$8,213,558; authorizing the City Manager or his designee to execute the necessary documents; and providing an effective date.**

**WHEREAS**, the City of Plano has engaged in a request for qualifications for renovation of the Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion), which is being improved to add a pool and natatorium and associated infrastructure; and

**WHEREAS**, Pogue Construction Co., LP, has been selected as the most qualified firm to provide CMAR services for the renovation of Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion); and

**WHEREAS**, the City Council wishes to establish a GMP of \$8,213,558 for the Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion); and

**WHEREAS**, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager or his designee should be authorized to execute a GMP of \$8,213,558 for the Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) construction project.

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

**Section I.** A GMP of \$8,213,558 for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in the best interest of the City of Plano and its Citizens and is hereby in all things approved.

**Section II.** The City Manager or his designee is authorized to execute a GMP Amendment and all other necessary documents with Pogue Construction Co., LP, for the construction of Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) with a GMP of \$8,213,558.

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

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/2016		
Department:		Policy and Government Relations		
Department Head		Brandi Youngkin		
Agenda Coordinator (include phone #): <b>Andrea Park x 5113</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>STRATEGIC PLAN GOAL:</b> Resolutions to approve and amend terms and conditions of Communications Facilities Licenses relate to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This Resolution approves a Second Amendment to an existing Communications Facilities License originally approved by City Council on November 29, 2005, with a First Amendment approved on May 1, 2015.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Agreement, Appendix "A"				

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Second Amendment to Communications Facilities License between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Second Amendment"); and,

**WHEREAS**, the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, entered into a Communications Facilities License on November 29, 2005, and a First Amendment to Communications Facilities License on May 1, 2015; and

**WHEREAS**, the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, desire to amend said communications facilities license to replace in its entirety the original site plan; and

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

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

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

**Section II.** The City Manager, or his designee, is hereby authorized to execute the Second Amendment and all other documents in connection therewith on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Site Name: **Tennyson Center Water Tower**  
Site Number: **165357**

**SECOND AMENDMENT TO  
COMMUNICATIONS FACILITIES LICENSE**

**THIS AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE, (“Amendment”)** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and between City of Plano, Texas, a home-rule municipal corporation (“City” or “Licensor”) and DALLAS MTA, L.P. d/b/a VERIZON WIRELESS (hereinafter referred to as “Licensee”).

**WHEREAS**, Pursuant to a Communications Facilities License dated November 29, 2005 (“Agreement”), City provided to Licensee a license to use the premises located at City’s elevated water tank at 6825 Communications Parkway, Plano, Collin County, TX 75086.

**WHEREAS**, On May 1, 2015, City and Licensee entered into a First Amendment to the Agreement that allowed Licensee to alter and make improvements to the property and premises and modified the rent payable under the original agreement.

**WHEREAS**, City and Licensee desire to amend the Agreement as set forth herein. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.1 To replace in its entirety the original site plan with Appendix “A” (Site Plan) dated April 26, 2016, attached hereto and made a part hereof.

**IN WITNESS THEREOF**, the parties have caused their properly authorized representative to execute and seal this Amendment on the dates set forth below.

**LICENSOR:  
CITY OF PLANO, TEXAS,  
A Home Rule Municipal Corporation**

By Authority of Resolution  
No. \_\_\_\_\_

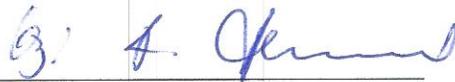
By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

APPROVED AS TO FORM:

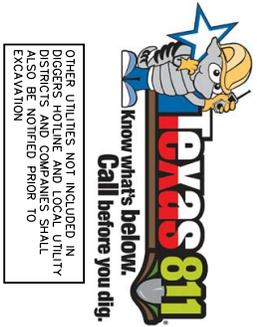
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**LICENSEE:  
Dallas MTA, L.P.  
d/b/a Verizon Wireless**

By: Verizon Wireless Texas, LLC,  
Its General Partner

By:   
\_\_\_\_\_  
Kazi Ahmed  
Director – Network Field Engineering

Date: 08/17/16



OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED PRIOR TO EXCAVATION

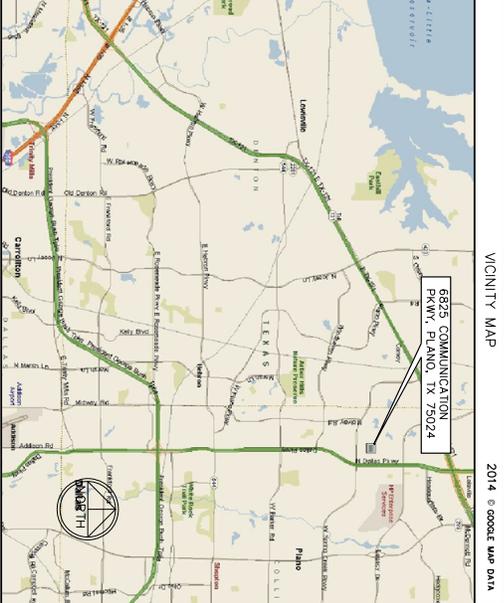
**BUILDING CODES:**  
INTERNATIONAL BUILDING CODE - 2015  
NATIONAL ELECTRICAL CODE - 2014

**CD REVIEW NOTE:**  
NOTE TO REVIEWER:  
ANY PLAN SIZE LESS THAN 11X17 IS REDUCED IN SIZE AND SHOULD NOT BE SCALED

**SCOPE OF WORK:**  
NET TOTAL: (6) TRI-BAND ANTENNAS, AWS/700 WILL SHARE. 1 TRIBAND PER SECTOR. (6) 1-5/8" COAX. (1) MAIN OVP DISTRIBUTION BOX IN SHELTER OR NEAR BBU. (1) RUN OF 1-1/4" HYBRIDEX LINE. (8X12). (1) MAIN OVP DISTRIBUTION BOX ON TOWER. (3) SECTORS PER BBU. (3) BBU'S PER SECTOR. (3) MAIN OVP PER SECTOR. (1) 1/2" AWS GROW BOX. (12) 1/2" COAX JUMPEES FROM BBU TO ANTENNA. THE PCS TRAYS WILL BE LEFT ALONE. (6) ANTENNAS WILL BE REMOVED. (6) EXISTING COAX WILL GO TO PCS ONLY. (6) EXISTING ANTENNAS WILL BE REPLACED WITH THE TRIBANDS. THE 1-1/4" WILL SHARE A CONDUIT WITH ONE OF THE 1-5/8" RUNS. PLEASE ORDER AISG 2.0 COMPATIBLE RETI DANAMAL. @ 817-961-2989 FOR ANY QUESTIONS.

**STRUCTURAL REVIEW NOTE:**  
A STRUCTURAL EVALUATION OF THE SITE WAS PERFORMED BY: MALOUF ENGINEERING INTL. WITH MEI PROJECT ID: TX03726N-14VZ DATED 06/09/2014.

**PROJECT SIGNOFF:**  
REAL ESTATE: \_\_\_\_\_  
REF: \_\_\_\_\_  
CONSTRUCTION: \_\_\_\_\_  
OPERATIONS: \_\_\_\_\_



# TENNYNISON CENTER WT

6825 COMMUNICATIONS PKWY  
PLANO, TX 75024  
SITE ID # 165357

AWS ANTENNA ADDITION PROJECT AT EXISTING TELECOMMUNICATIONS SITE  
VERIZON WIRELESS  
1301 SOUTH BLVD  
BLDG 2, SUITE # 2400  
WESTLAKE, TEXAS 76292  
PHONE: (817) 561-2272



## DRAWING INDEX

SHEET NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	OVERALL SITE PLAN / TOWER ELEVATION
C-2	PROPOSED TOWER ELEVATION BEFORE TOWER ELEVATION AFTER
C-3	TOWER ELEVATION AFTER ANTENNA ORIENTATION PLAN
C-4	ANTENNA ORIENTATION PLAN
A-1	PENETRATION DETAILS
A-2	PENETRATION DETAILS
A-3	ANTENNA DIAGRAM
A-4	ANTENNA DIAGRAM
A-5	DETAILS
A-6	DETAILS
S01	NOTES
S02	TYPICAL NEW SECTOR LAYOUT (AS PER SA BY MALOUF ENGINEERING INTL. WITH MEI PROJECT ID: TX03726N-14VZ DATED 04/13/2016) REMOVED ANTENNA WALL MOUNT (AS PER SA BY MALOUF ENGINEERING INTL. WITH MEI PROJECT ID: TX03726N-14VZ DATED 04/13/2016)

NO.	DATE	REVISION	POWER COMPANY	TELEPHONE COMPANY
8	04/26/16		CITY COMMENTS	
7	04/14/16		CITY COMMENTS	
6	10/14/15		CITY COMMENTS	
5	09/16/15		CITY COMMENTS	
4	12/11/14		CITY COMMENTS	
3	09/03/14		CITY COMMENTS	
2	08/04/14		CITY COMMENTS	
1	07/07/14		FINAL CD	
0	07/02/14		ISSUED FOR REVIEW	
F	06/18/14		ISSUED FOR REVIEW	
E	05/05/14		ISSUED FOR REVIEW	
D	04/25/14		ISSUED FOR REVIEW	

**DATA:**  
LATITUDE: 33° 04' 10.15"N  
LONGITUDE: -96° 49' 47.96"W  
ELEVATION: 698' AMSL  
(TECH REVIEW: 05/29/2014)

**SITE INFORMATION**  
SITE TYPE: U-UTILITY  
CITY: PLANO  
OCCUPANCY: U-UTILITY  
CONSTRUCTION TYPE: EXISTING

**PROFESSIONAL ENGINEER**  
ALLPRO CONSULTING GROUP, INC.  
P221 LINDON B JOHNSON  
S12E 204, DALLAS, TX 75243  
PHONE: (972) 231-8893

**STRUCTURAL ENGINEER**  
MALOUF ENGINEERING INTL. INC  
57950 PRESSION ROAD  
PLANO, TX 75074  
(972)763-2578

**APPLICANT**  
VERIZON WIRELESS  
1301 SOUTH BLVD  
BLDG 2, SUITE # 2400  
WESTLAKE, TEXAS 76262  
PHONE: (817) 961-2572



92211 LINDON B JOHNSON  
FREEWAY DALLAS TX 75243  
SUITE 912C-14483  
PHONE: 972-231-8893  
FAX: 988-364-8375  
WWW.ALLPROCD.COM  
FIRM REGISTRATION # 8242  
AC#P 142811

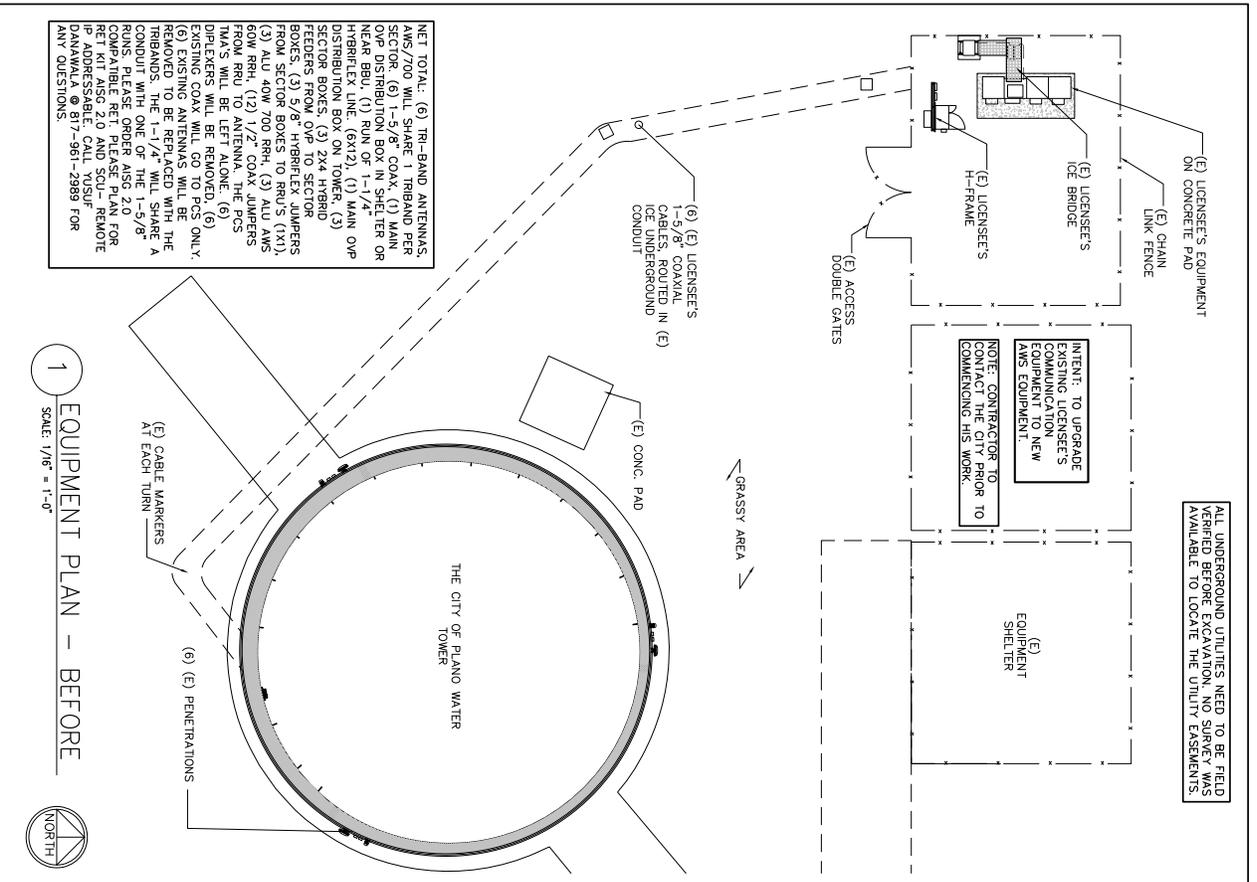


**TENNYNISON CENTER WT**

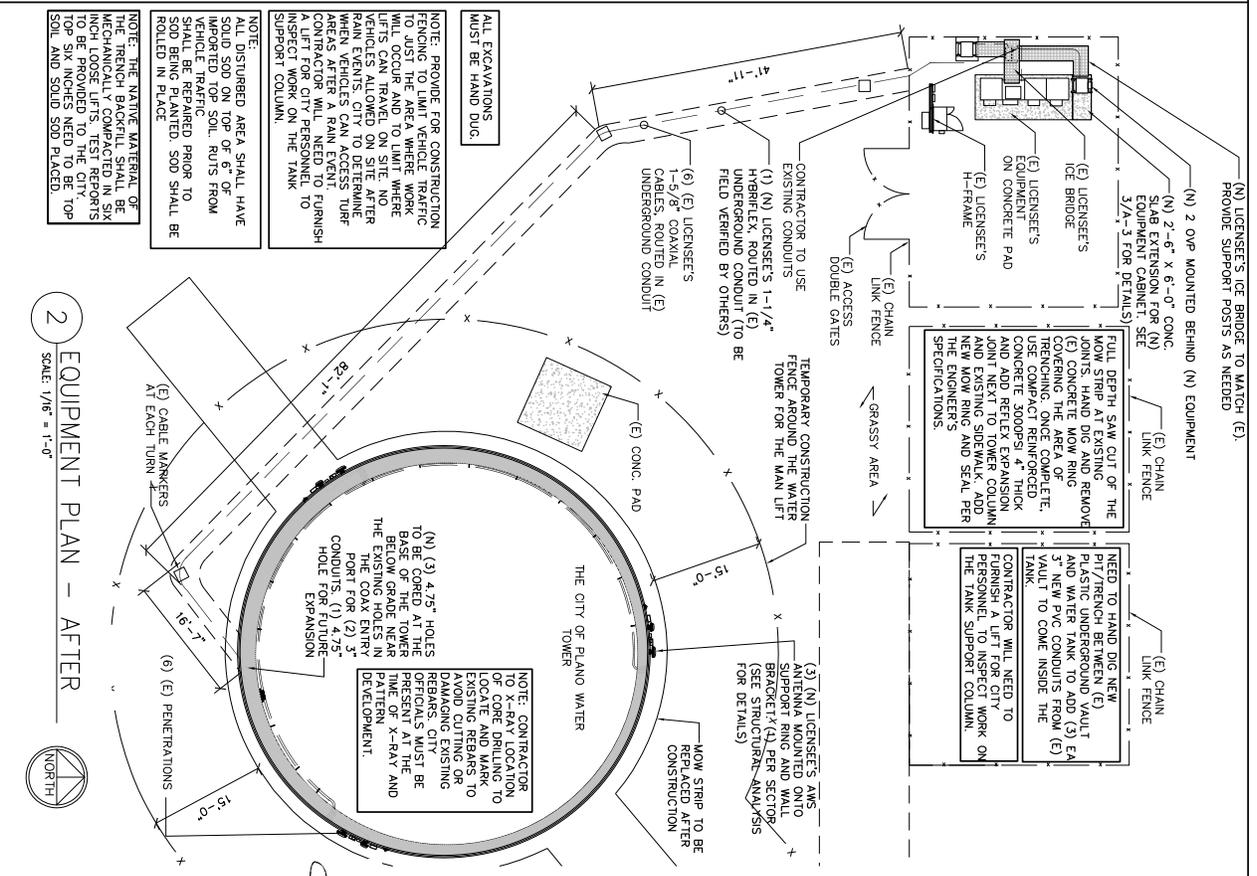
DATE DRAWN: 04/15/14  
APPROVED BY: JG  
DRAWN BY: BK  
ACG NO: 14-2811  
SHEET: T-1

SITE ID # 165357





1 EQUIPMENT PLAN - BEFORE  
SCALE: 1/8" = 1'-0"



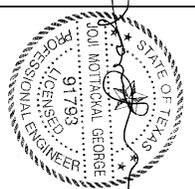
2 EQUIPMENT PLAN - AFTER  
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
7	09/27/16	CITY COMMENTS
6	11/12/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
3	09/03/14	CITY COMMENTS
2	08/04/14	CITY COMMENTS
1	07/07/14	CITY COMMENTS
0	07/02/14	FINAL CD
1	08/18/14	ISSUED FOR REVIEW
1	05/05/14	ISSUED FOR REVIEW
0	04/25/14	ISSUED FOR REVIEW



DATE DRAWN: 04/15/14  
DRAWN BY: BK  
APPROVED BY: JG

**AWMS UPGRADE**  
**TENNYSON**  
**CENTER W/**  
**SITE ID # 165337**  
6835 COMMUNICATIONS Pkwy  
PLANO, TX 75024



ACGN NO.: 142811  
DATE: 04/28/16  
SHEET NAME: EQUIPMENT PLAN  
BEFORE / AFTER  
SHEET NUMBER: C-2

NOTE: PROVIDE FOR CONSTRUCTION FENCING TO LIMIT VEHICLE TRAFFIC TO OCCUR AND TO LIMIT WHERE VEHICLES ALLOWED ON SITE AFTER RAIN EVENTS. CITY TO DETERMINE WHEN VEHICLES CAN ACCESS TURF AREAS AFTER A RAIN EVENT FURNISH A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.

NOTE: ALL EXCAVATIONS MUST BE HAND DUG.

NOTE: UNDISTURBED AREA SHALL HAVE SOLID SOO ON TOP OF 6" OF IMPORTED TOP SOIL. RITS FROM EXISTING TRAFFIC SHALL BE REPAIRED PRIOR TO SOO BEING PLACED. SOO SHALL BE ROLLED IN PLACE.

NOTE: THE NATIVE MATERIAL OF THE TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED IN SIX INCH LIFTS TO THE DESIGN TOP SIX INCHES NEED TO BE TOP SOIL AND SOLID SOO PLACED.

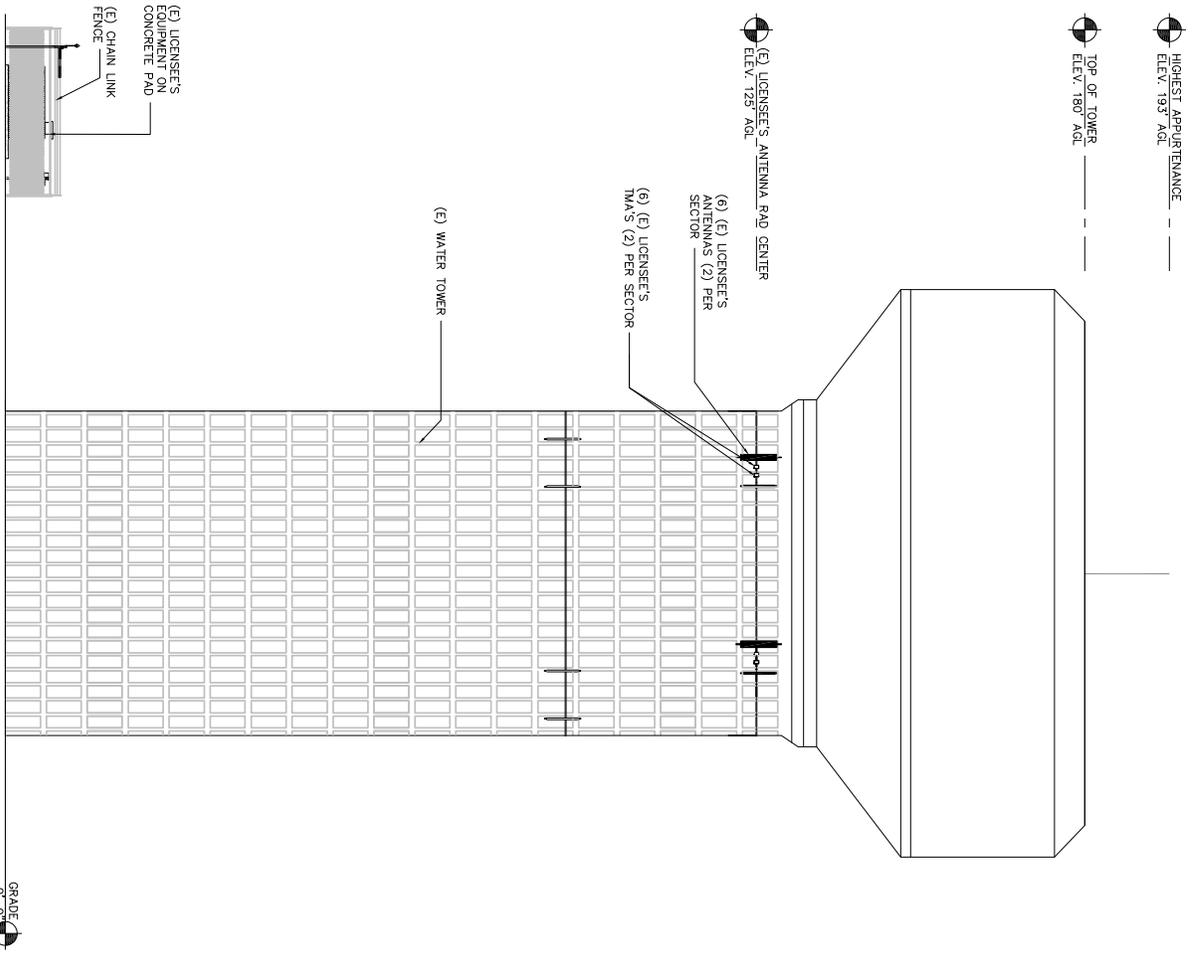
NOTE: CONTRACTOR TO PROVIDE FOR A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.

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NOTE: CONTRACTOR TO PROVIDE FOR A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.

NET TOTAL: (6) TRI-BAND ANTENNAS, AMS/700 WILL SHARE 1 TRIBAND PER SECTOR. (6) 1-5/8" COAX. (1) MAIN OVP DISTRIBUTION BOX IN SHELTER OR HYBRID AND RERUN. (1) MAIN OVP DISTRIBUTION BOX ON TOWER. (3) SECTOR BOXES. (3) 2X4 HYBRID FEEDERS FROM OVP TO SECTOR BOXES. (3) 5/8" HYBRIFLEX JUMPERS FROM SECTOR BOXES TO RRU'S (1X), (3) ALU 40W 700 RRH. (3) ALU AWS 60W RRH. (12) 1/2" COAX JUMPERS FROM RRH TO ANTENNA. (6) DIRECTORS WILL BE REMOVED. (6) EXISTING ANTENNAS WILL BE REMOVED TO BE REPLACED WITH THE TRIBANDS. THE 1-1/4" WILL SHARE A CONDUIT WITH ONE OF THE 1-5/8" COAXIALS. (3) 1-5/8" COAXIALS FOR RET KIT AISC 2.0 AND SCU - REMOTE IP ADDRESSABLE. CALL YUSUF DANAWALA @ 817-961-2889 FOR ANY QUESTIONS.

# Appendix "A"



**TECH REVIEW NOTE:**

INDICATED INFORMATION IS BASED ON VERIZON TECH REVIEW DATED 05/29/14. CONTRACTOR TO VERIFY THIS INFORMATION WITH THE MOST CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND COORDINATION WITH CLIENT REPRESENTATIVE FOR APERTURE/EQUIPMENT/ COAX LOCATION, NUMBER, MAKE, MODEL, MOUNTING DETAILS, AZIMUTH, ETC PRIOR TO INSTALLATIONS.

**STRUCTURAL ANALYSIS NOTE:**

A STRUCTURAL EVALUATION OF THE SITE WAS PERFORMED BY MALOUF ENGINEERING INT'L. WITH NET PROJECT ID: TX03726N-14V2 DATED 06/09/2014. MOUNTING DETAILS PROVIDED BY NET PROJECT ID: TX03726N-14V2 DATED 04/13/2016.

**SCOPE OF WORK:**

NET TOTAL: (6) TR-BAND ANTENNAS, AWS/700 WILL SHARE 1 TRIBAND PER SECTOR. (6) 1-5/8" COAX, (1) MAIN OVP DISTRIBUTION BOX IN SHELTER OR NEAR BBU, (1) RUN OF 1-1/4" HYBRIFLEX LINE, (6X12), (1) MAIN OVP DISTRIBUTION BOX ON TOWER, (3) SECTOR BOXES, (3) 2X4 HYBRID FEEDERS FROM OVP TO SECTOR BOXES, (3) 5/8" HYBRIFLEX JUMPEES FROM SECTOR BOXES FEEDERS, (1X1), (3) LU 400M TRN, (3) BU AWS BOU TRN, (12) 1/2" HYBRID FEEDERS FROM TOWER TO SECTOR BOXES, (6) EXISTING COAX, (6) EXISTING DIPTERERS WILL BE REMOVED, (6) EXISTING COAX WILL GO TO POST ONLY, (6) EXISTING ANTENNAS WILL BE REMOVED TO BE REPLACED WITH THE TRIBANDS. THE 1-1/4" WILL SHARE A CONDUIT WITH ONE OF THE 1-5/8" RUNS. PLEASE ORDER AWS Z.O COMPATIBLE RET. PLEASE PLAN FOR RET KIT ASG 2.0 AND SCU- REMOVE IP ADDRESSABLE. CALL YUSUF DANAWALA @ 817-961-2989 FOR ANY QUESTIONS.

**1 TOWER ELEVATION-BEFORE**  
SCALE: 1" = 20'-0"

NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
7	09/14/15	CITY COMMENTS
6	11/12/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
3	09/03/14	CITY COMMENTS
2	08/04/14	CITY COMMENTS
1	07/07/14	CITY COMMENTS
0	07/02/14	FINAL CD
T	06/16/14	ISSUED FOR REVIEW
E	05/05/14	ISSUED FOR REVIEW
D	04/25/14	ISSUED FOR REVIEW



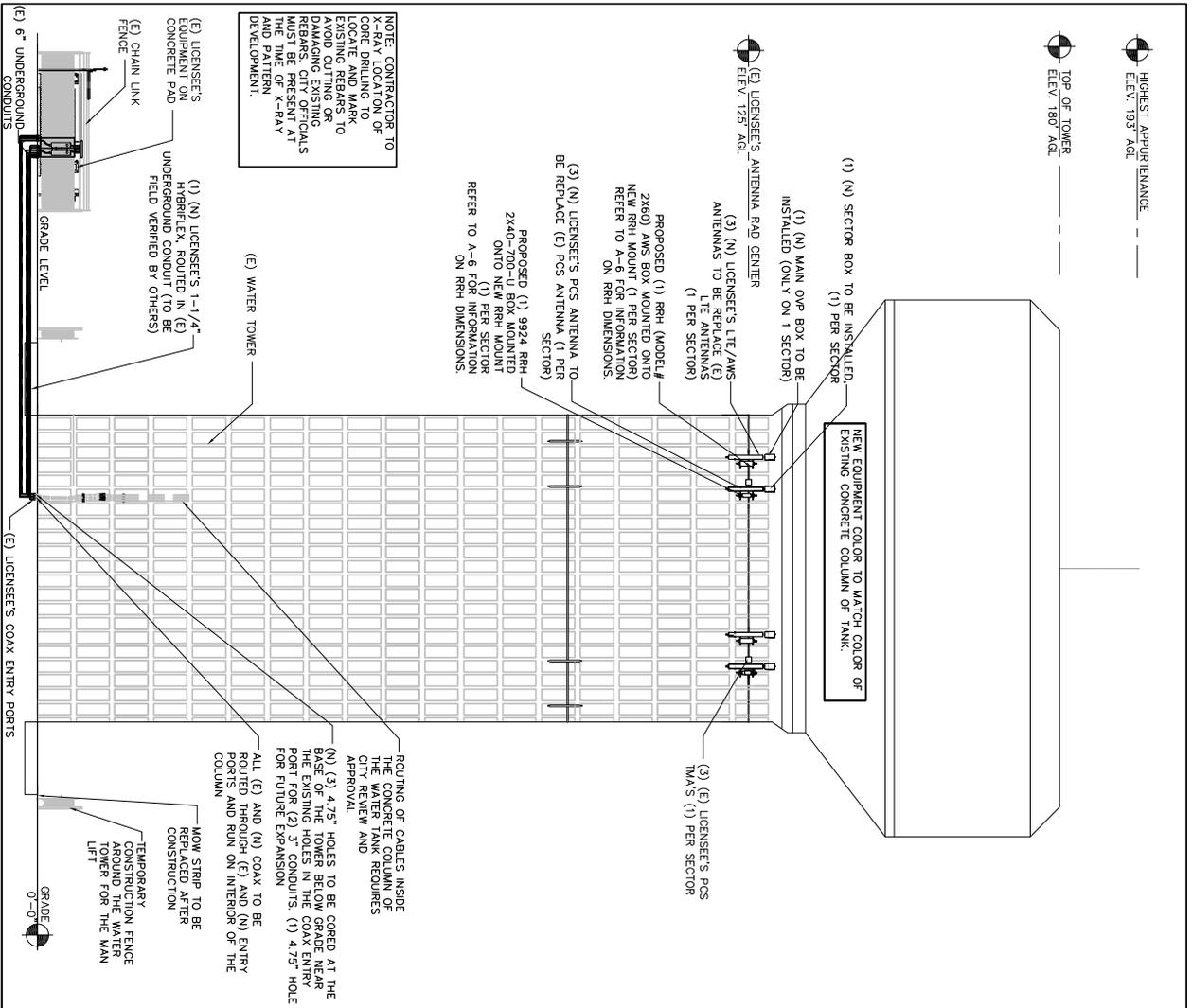
DATE DRAWN: 04/15/14  
DRAWN BY: BK  
APPROVED BY: JG

**AMS UPGRADE**  
**TENNYSON**  
**CENTER WT**  
**SITE ID # 165357**  
6835 COMMUNICATIONS PKWY  
PLANO, TX 75024

**ALLPRO**  
CONSULTING GROUP, INC.  
5227 TWINBROOK DRIVE  
SUITE 200  
FARMERSBURGH, TX 75751  
WWW.ALLPROCD.COM  
REGISTRATION # 842  
AC# 142811

STATE OF TEXAS  
91793  
PROFESSIONAL ENGINEER  
GEOLOGICAL ENGINEER  
GEOLOGICAL ENGINEER  
GEOLOGICAL ENGINEER

ACGI NO: 142811  
SHEET NAME: TOWER ELEVATION BEFORE  
SHEET NUMBER: C-3  
DATE: 04/26/16



NOTE: CONTRACTOR TO X-RAY LOCATION OF ONE BUILDING TO LOCATE DRILLING AND EXISTING REBAR TO AVOID CUTTING OR DAMAGING EXISTING REBAR. CITY OFFICIALS REBAR, CITY OFFICIALS THE TIME OF X-RAY AT DEVELOPMENT.

(E) LICENSEE'S EQUIPMENT ON UNDERGROUND CONDUIT FAD FENCE

(E) CHAIN LINK FENCE

(1) (N) LICENSEE'S 1-1/4\"/>

(E) WATER TOWER

(E) LICENSEE'S COAX ENTRY PORTS

GRADE LEVEL

GRADE 0'-0"

TECH REVIEW NOTE:  
 UNDATED INFORMATION IS BASED ON VERIZON PCH REVIEW DATED 08/20/14. CONTRACTOR TO VERIFY THIS INFORMATION WITH THE MOST CURRENT EDITION OF THE VERIZON WIRELESS TECH REVIEW IN COORDINATION WITH CLIENT REPRESENTATIVE FOR APPURTENANCE/EQUIPMENT/COAX DETAILS. AZIMUTH, ETC PRIOR TO INSTALLATIONS.

STRUCTURAL ANALYSIS NOTE:  
 A STRUCTURAL EVALUATION OF THE SITE WAS CONDUCTED BY THE CLIENT PROJECT ENGINEERING AND THE DATE OF THE MOUNTING DETAILS PROVIDED BY MAJOUF ENGINEERING INT'L. WITH MEI PROJECT ID: 1X03726N-14V2 DATED 04/15/2016.

SCOPE OF WORK:  
 NET TOTAL: (6) TRI-BAND ANTENNAS, AMS/700 WILL SHARE 1 TRIBAND PER SECTOR. (6) 1-5/8\"/>

CONTRACTOR WILL NEED TO FURNISH A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.  
 NEED TO HAND DIG NEW PIT/TRENCH VAULT BETWEEN (E) PLASTIC UNDERGROUND VAULT AND (E) LICENSEE'S (E) TMA'S TO COME INSIDE THE TANK.  
 FULL DEPTH SAW CUT OF THE MOW STRIP AT CONCRETE TOWER FOUNDATION. REMOVE (E) CONCRETE AND REBAR. REMOVE (E) TRENCHING, ONCE COMPLETE, USE COMPACT REINFORCED CONCRETE 3000PSI, 4\"/>

ROUTING OF CABLES INSIDE THE CONCRETE COLUMN OF THE WATER TANK REQUIRES CITY REVIEW AND APPROVAL.  
 (N) (3) 4.75\"/>

ALL (E) AND (N) COAX TO BE ROUTED THROUGH (E) AND (N) ENTRY COLUMN AND RUN ON INTERIOR OF THE TOWER.  
 MOW STRIP TO BE REPLACED AFTER CONSTRUCTION.  
 TEMPORARY CONSTRUCTION FENCE AROUND THE WATER TOWER FOR THE MAIN LIFT.

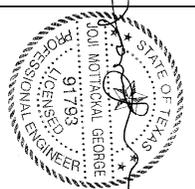
1 TOWER ELEVATION-AFTER  
 SCALE: 1" = 20'-0"

NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
7	08/27/14	ISSUED FOR REVIEW
6	11/12/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
3	09/03/14	CITY COMMENTS
2	08/04/14	CITY COMMENTS
1	07/07/14	CITY COMMENTS
0	07/02/14	FINAL CD
1	08/18/14	ISSUED FOR REVIEW
1	05/05/14	ISSUED FOR REVIEW
0	04/25/14	ISSUED FOR REVIEW



DATE DRAWN: 04/15/14  
 DRAWN BY: BK  
 APPROVED BY: JG

AMS UPGRADE  
 TENNYSON  
 CENTER WT  
 SITE ID # 165357  
 6835 COMMUNICATIONS PKWY  
 PLANO, TX 75024



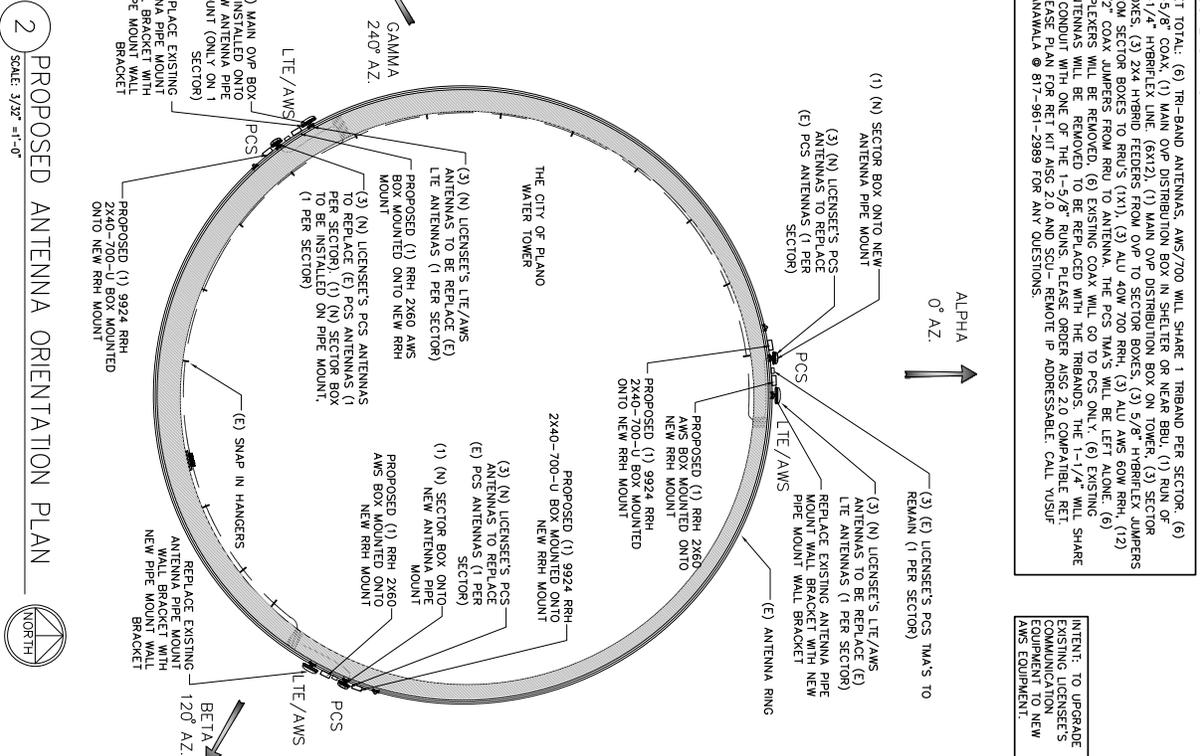
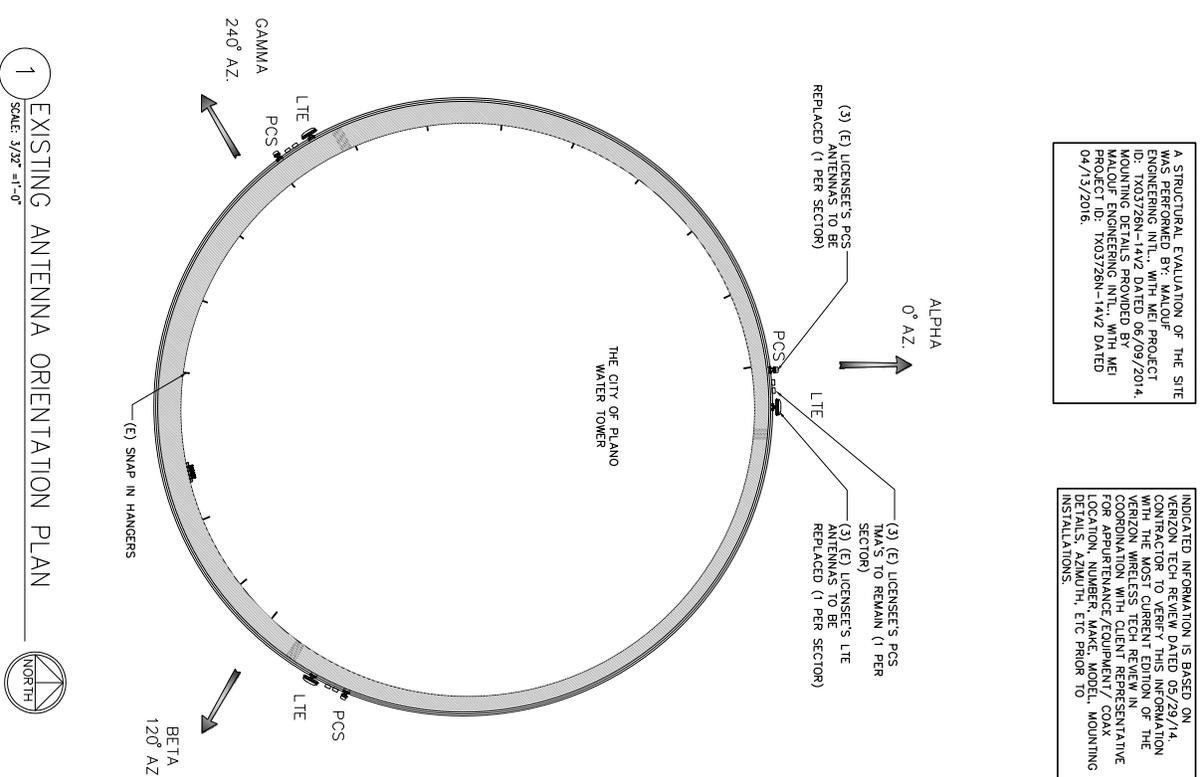
ACGN NO.: 142811  
 SHEET NAME: TOWER ELEVATION AFTER  
 SHEET NUMBER: C-4

STRUCTURAL ANALYSIS NOTE:

A STRUCTURAL EVALUATION OF THE SITE WAS PERFORMED BY: MALOUF ENGINEERING INT'L., WITH MEI PROJECT ID: TX03726N-14V2 DATED 06/09/2014. MOUNTING DETAILS PROVIDED BY MEI PROJECT ID: TX03726N-14V2 DATED 04/13/2016.

TECH REVIEW NOTE:

INDICATED INFORMATION IS BASED ON REVISION TECH REVIEW DATED 03/29/14. COORDINATION WITH THE MOST CURRENT EDITION OF THE VERIZON WIRELESS TECH REVIEW IN COORDINATION WITH CLIENT REPRESENTATIVE FOR APPROPRIATE/EQUIPMENT/ COAX LOCATION, NUMBER, MAKE, MODEL, MOUNTING INSTALLATIONS.



SCOPE OF WORK:

NET TOTAL: (6) TR-BAND ANTENNAS, AWS/700 WILL SHARE 1 TRIBAND PER SECTOR, (6) 1-5/8" COAX, (1) MAIN OVP DISTRIBUTION BOX IN SHELTER OR NEAR BBU, (1) RUN OF 1-1/4" HYBRID LINE, (6X12), (1) MAIN OVP DISTRIBUTION BOX ON TOWER, (3) SECTOR BOXES, (3) 2X4 HYBRID FEEDERS FROM OVP TO SECTOR BOXES, (3) 5/8" HYBRID JUMPERS FROM SECTOR BOXES TO RRU'S (1X1), (3) ALU 40W 700 RRH, (3) ALU AWS 60W RRH, (12) 1/2" COAX JUMPERS FROM RRU TO ANTENNA. THE PCS TMA'S WILL BE LEFT ALONE. (6) DIPLERS WILL BE REMOVED. (6) EXISTING COAX WILL GO TO PCS ONLY. (6) EXISTING ANTENNAS WILL BE REMOVED. (6) EXISTING BRIDGES THE 1-1/4" E WILL SHARE ANTENNAS WILL BE REPLACED WITH BRIDGES THE 1-1/4" E WILL SHARE. PLEASE PLAN FOR RET KIT ASSC 2.0 AND SOLI- REMOVE IP ADDRESSABLE. CALL YUSUF DANAVALA @ 817-961-2989 FOR ANY QUESTIONS.

INTENT: TO UPGRADE EXISTING COMMUNICATIONS EQUIPMENT TO NEW AWS EQUIPMENT.

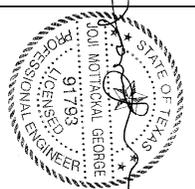
NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
7	07/14/15	CITY COMMENTS
6	11/22/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
3	09/03/14	CITY COMMENTS
2	08/04/14	CITY COMMENTS
1	07/07/14	CITY COMMENTS
0	07/02/14	FINAL CD
1	08/08/14	ISSUED FOR REVIEW
1	05/05/14	ISSUED FOR REVIEW
0	04/25/14	ISSUED FOR REVIEW



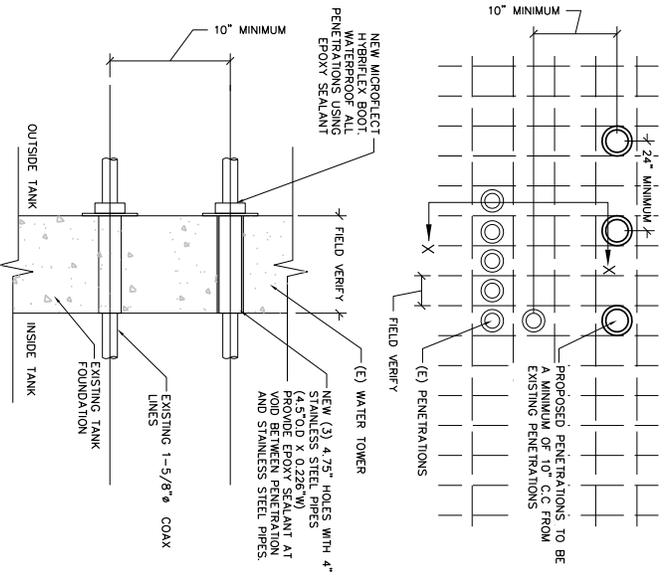
1301 SOLANA BLVD BLDG 2, SUITE # 2400 WESTLAKE, TEXAS 76262

DATE DRAWN: 04/15/14  
DRAWN BY: BK  
APPROVED BY: JG

AMS UPGRADE  
TENNYSON  
CENTER WT  
SITE ID # 165357  
6835 COMMUNICATIONS Pkwy  
PLANO, TX 75024



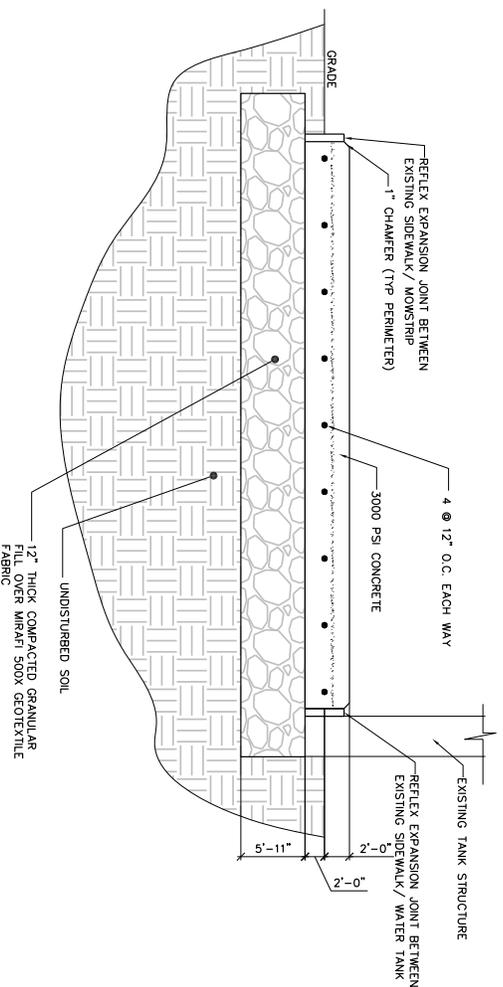
ACQ# NO:	142811	04/28/16
SHEET NAME	ANTENNA ORIENTATION PLAN	
SHEET NUMBER	A-1	



LOCATION OF THE EXISTING COAX ENTRY HOLES TO BE FIELD VERIFIED.  
WATER PROOF VOID SPACES IN CORES AND CONDUITS.

NOTE: CONTRACTOR TO X-RAY LOCATION OF CORE DRILLING TO LOCATE AND MARK EXISTING REBARS. CITY OFFICIALS MUST BE PRESENT AT THE TIME OF X-RAY AND PATTERN DEVELOPMENT.

2 CONCRETE CORING DETAIL  
SCALE: NONE



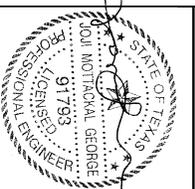
1 CONCRETE DETAIL  
SCALE: NONE

NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
7	04/24/16	CITY COMMENTS
6	11/12/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
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DATE DRAWN: 04/15/14  
DRAWN BY: BK  
APPROVED BY: JG

AMS UPGRADE  
TENNYSON  
CENTER WT  
SITE ID # 165357  
6825 COMMUNICATIONS PKWY  
PLANO, TX 75024



ACGI NO.: 1442811  
SHEET NAME: PENETRATION DETAILS  
SHEET NUMBER: A-2







# Appendix "A"

## GROUND INFORMATION

- A. ALL EXCAVATIONS MUST BE HAND DUG.
- B. PROVIDE FOG CONSTRUCTION FENCING TO LIMIT VEHICLE TRAFFIC TO JUST THE AREA WHERE WORK WILL OCCUR AND TO LIMIT WHERE LIFTS CAN TRAVEL ON SITE. NO VEHICLES ALLOWED ON SITE AFTER RAIN EVENTS. CITY TO DETERMINE WHEN VEHICLES CAN ACCESS TURF AREAS AFTER A RAIN EVENT. CONTRACTOR WILL NEED TO FURNISH A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.
- C. NEED TO HAND DIG NEW PIT/TRENCH BETWEEN (E) PLASTIC UNDERGROUND VAULT AND WATER TANK TO ADD (3) EA. 3" NEW PVC CONDUITS FROM (E) VAULT TO COME INSIDE THE TANK.
- D. FULL DEPTH SAW CUT OF THE MOW STRIP AT EXISTING JOINTS. HAND DIG AND REMOVE (E) CONCRETE MOW RING COVERING THE AREA OF TRENCHING. ONCE COMPLETE, USE COMPACT REINFORCED CONCRETE 3000PSI 4" THICK AND ADD REFLEX EXPANSION JOINT NEXT TO TOWER COLUMN AND EXISTING SIDEWALK. ADD NEW MOW RING AND SEAL PER THE ENGINEERS' SPECIFICATIONS.
- E. THE NATIVE MATERIAL OF THE TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED IN SIX INCH LOOSE LIFTS. TEST REPORTS TO BE PROVIDED TO THE CITY. TOP SIX INCHES NEED TO BE TOP SOIL AND SOLID SOD PLACED.
- F. ALL DISTURBED AREA SHALL HAVE SOLID SOD ON TOP OF 6" OF IMPORTED TOP SOIL. RUTS FROM VEHICLE TRAFFIC SHALL BE REPAIRED PRIOR TO SOD BEING PLANTED. SOD SHALL BE ROLLED IN PLACE.
- G. COMPACT BACKFILL TO A 95 PERCENT COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 0-1557 OR WITHIN PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
- H. IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED, REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH APPROVED BACKFILL AND RECOMPACT AS SPECIFIED. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR STRUCTURE BACKFILL DURING MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL BE PROMPTLY CORRECTED.
- J. BEFORE THE FINAL SURFACE COURSE IS PLACED, PRELIMINARY MICRO-SURFACING MATERIAL MAY BE REQUIRED TO FILL RUTS, UTILITY CUTS, DEPRESSIONS IN THE EXISTING SURFACE, ETC. RUTS OF ONE-HALF (1/2) INCH (12.7 MM) OR GREATER IN DEPTH SHALL BE FILLED INDEPENDENTLY WITH A RUT-FILLING SPREADER BOX, EITHER FIVE FOOT (5) (1.5 M) OR SIX FOOT (6) (1.8 M) IN WIDTH, FOR IRREGULAR OR SHALLOW RUTTING OF LESS THAN ONE-HALF (1/2) INCH (12.7 MM) IN DEPTH, A FULL-WIDTH SCRATCH-COAT PASS MAY BE USED AS DIRECTED BY THE BAR. RUTS THAT ARE IN EXCESS OF ONE AND ONE-HALF (1-1/2) INCHES (38.1 MM) IN DEPTH MAY REQUIRE MULTIPLE PLACEMENTS WITH THE RUT-FILLING SPREADER BOX TO RESTORE THE CROSS-SECTION. ALL RUT-FILLING LEVEL-UP MATERIAL SHOULD CURE UNDER TRAFFIC FOR AT LEAST A TWENTY-FOUR (24) HOUR PERIOD BEFORE ADDITIONAL MATERIAL IS PLACED ON TOP OF THE LEVEL UP.

## TOWER RELATED INFORMATION

- A. CONTRACTOR TO X-RAY LOCATION OF CORE DRILLING TO LOCATE AND MARK EXISTING REBARS TO AVOID CUTTING OR DAMAGING EXISTING REBARS. CITY OFFICIALS MUST BE PRESENT AT THE TIME OF X-RAY AND PATTERN DEVELOPMENT.
- B. WATER PROOF VOID SPACES IN CORES AND CONDUITS.
- C. THE REBAR REINFORCEMENTS MUST NOT BE CUT IN THE PEDESTAL WALL. USE X-RAY TO LOCATE REBAR TO AVOID CUTTING IT. CITY REPRESENTATIVE MUST BE PRESENT AT TIME OF X-RAY AND PATTERN DEVELOPMENT. WHEN CORING TAKES PLACES, CITY REPRESENTATION MUST BE PRESENT.
- D. THE EXISTING LOWER AND UPPER PEDESTAL PENETRATIONS MUST BE RE-GROUTED OR OTHERWISE RE-SEALED AFTER CABLE INSTALLATION TO PREVENT MOISTURE FROM ENTERING THE PEDESTAL INTERIOR.
- E. ALL METALS IN DIRECT CONTACT WITH EXTERIOR CONCRETE SURFACES MUST BE STAINLESS STEEL, OR OTHER CORROSION RESISTANT MATERIAL, TO PREVENT RUSTING AND STREAKING ON PEDESTAL WALL.
- F. CONTRACTOR WILL NEED TO FURNISH A LIFT FOR CITY PERSONNEL TO INSPECT WORK ON THE TANK SUPPORT COLUMN.
- G. EQUIPMENT COLOR TO MATCH COLOR OF EXISTING CONCRETE COLUMN OF TANK.
- H. EXISTING STUDS ON CONCRETE COLUMN SHALL NOT BE CUT. EXISTING BRACKETS TO BE MODIFIED TO WORK WITH PRE-EXISTING ATTACHMENTS AND ANCHORS ON THE CONCRETE COLUMN.
- I. NEW EQUIPMENT COLOR TO MATCH COLOR OF EXISTING CONCRETE COLUMN OF TANK.

## CITY OF PLANO REQUIREMENTS

- A. ALL BOLTS AND CONNECTION HARDWARE SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
- B. ALL SPRINKLER HEADS NEED TO BE MARKED OR FLAGGED PRIOR TO START OF CONSTRUCTION. IF SPRINKLER LINES ARE DAMAGED DURING CONSTRUCTION, ALL REPAIRS ARE TO BE MADE BY A STATE OF TEXAS LICENSED IRRIGATOR.
- C. ALL TRENCHES TO BE HAND DUG AND TO MECHANICALLY COMPACTED 95% STD. PROCTOR MECHANICALLY COMPACTED WHEN BACKFILLED. DO NO BACKFILL TRENCHES UNTIL INSPECTED AND APPROVED BY PUMPING FACILITIES SUPERINTENDENT. (972)727-1623. MIN DEPTH TO TOP OF CONDUIT 3'.
- D. NO ONSITE WORK IS TO BEGIN UNTIL APPROVED BY PUMPING STATION FACILITIES SUPERINTENDENT. (972) 727-1623. A 24 HR NOTICE SHALL BE GIVEN TO THE CITY BEFORE ANY WORK.
- E. NO CONCRETE TO BE POURED UNTIL BACKFILLED, REBAR, ETC. APPROVED BY CITY AND SUPERINTENDENT (972) 727-1623.
- F. GATE SHALL BE LOCKED AT ALL TIME.
- G. NO WORK ALLOWED ON THE STEEL PORTION OF THE TANK.

## SITE PRESERVATION AND RESTORATION

ANY DAMAGE OCCURRING TO THE GROUNDS (SOD, IRRIGATION SYSTEM, ETC..) DURING CONSTRUCTION SHALL BE REPAIRED TO EXISTING CONDITIONS OR BETTER TO THE CITY MANAGERS SATISFACTION OR HIS DESIGNEE. FOR ACCEPTANCE OF THE SITE RESTORATION.

NO.	DATE	REVISION
8	04/26/16	CITY COMMENTS
5	09/24/16	CITY COMMENTS
6	11/22/15	CITY COMMENTS
5	09/16/15	CITY COMMENTS
4	12/11/14	CITY COMMENTS
3	09/03/14	CITY COMMENTS
2	08/04/14	CITY COMMENTS
1	07/07/14	CITY COMMENTS
0	07/02/14	FINAL CD
1	08/18/14	ISSUED FOR REVIEW
1	05/05/14	ISSUED FOR REVIEW
0	04/25/14	ISSUED FOR REVIEW
NO.	DATE	REVISION



1301 SOLANA BLVD BLDG 2, SUITE # 2400  
WESTLAKE, TEXAS 76262

DATE DRAWN:	04/15/14
DRAWN BY:	BK
APPROVED BY:	JG

**AMS UPGRADE**  
**TENNYSON**  
**CENTER WT**  
**SITE ID # 165357**  
6835 COMMUNICATIONS PKWY  
PLANO, TX 75024

**ALLPRO**  
CONSULTING GROUP, INC.  
20271 TWINN & JOHNSON HIGHWAY  
SUITE 200  
PLANO, TEXAS 75078  
PHONE: 972-262-0444  
WWW.ALLPROCD.COM  
FIRM REGISTRATION # 842  
A/C# 46311

STATE OF TEXAS  
91783  
PAUL MOTTACKAL GEORGE  
PROFESSIONAL ENGINEER

ACQ# NO:	142811
SHEET NAME	NOTES
SHEET NUMBER	A-6



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/16		
Department:		Human Resources		
Department Head		Shanté Akafia		
Agenda Coordinator (include phone #): <b>Terin Benavente (972) 941-7296</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-9-7; establishing the number of certain classifications within the Fire Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Authorization of the Fire Civil Service Compensation Plan relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
FY 2016-17 Pay Plan Plano Fire Department				
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-9-7; establishing the number of certain classifications within the Fire Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.**

**WHEREAS**, on September 14, 2015 by Ordinance No. 2015-9-7, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan for the Fire Department of the City of Plano; and

**WHEREAS**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 3, 2016 and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

**WHEREAS**, the Department recommends, based on operational needs, the addition of; one (1) Fire Captain, seven (7) Lieutenant positions, five (5) Fire Engineer positions, and eighteen (18) Firefighter positions; and

**WHEREAS**, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2015-9-7 duly passed and approved by the City Council of the City of Plano, Texas on September 14, 2015 is repealed in its entirety effective October 3, 2016.

**Section II.** The number of positions in the City of Plano Fire Department effective October 3, 2016 and January 1, 2017, and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2016-17, as set forth in Exhibit "A", are hereby approved and adopted.

**Section III.** The addition of one (1) Fire Captain, seven (7) Lieutenant positions, five (5) Fire Engineer positions, and eighteen (18) Firefighter positions is hereby approved.

**Section IV.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted to start on the first payroll period following completion of the required number of continuous service months.

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

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

**Section VII.** Upon passage, this Ordinance shall become effective October 3, 2016.

**DULY PASSED AND APPROVED**, this, the 12th day of September 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
2016 - 2017 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 10/03/2016**

**FIRE**

RANGE	POSITION	# Positions Effective	STEP:	BASE	6 MOS.	12 MOS.	24 MOS.
				1	2	3	4
001	Firefighter	10/3/2016 - 213 1/1/2017 - 222	Hourly:	\$22.3638		\$23.9408	\$26.3732
			Monthly:	\$5,427		\$5,810	\$6,400
			Annual:	\$65,123		\$69,716	\$76,799
002	Fire Engineer	10/3/2016 - 60 1/1/2017 - 63	Hourly:	\$29.6622			
			Monthly:	\$7,198			
			Annual:	\$86,376			
003	Lieutenant	10/3/2016 - 27 1/1/2017 - 31	Hourly:	\$33.2688			
			Monthly:	\$8,073			
			Annual:	\$96,879			
004	Captain	10/3/2016 - 50	Hourly:	\$36.9989			
			Monthly:	\$8,978			
			Annual:	\$107,741			
005	Battalion Chief	10/3/2016 - 6	Hourly:	\$42.1268			
			Monthly:	\$10,223			
			Annual:	\$122,673			
006	Deputy Fire Chief	10/3/2016 - 7	Hourly:	\$64.4009			
			Monthly:	\$11,163			
			Annual:	\$133,954			
007	Appointed Assistant Fire Chief	10/3/2016 - 2	Hourly:	\$69.4160			
			Monthly:	\$12,032			
			Annual:	\$144,385			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/16		
Department:		Human Resources		
Department Head		Shanté Akafia		
Agenda Coordinator (include phone #): <b>Terin Benavente (972) 941-7296</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-9-8; establishing the number of certain classifications within the Police Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC GOAL PLAN:</b> Authorization of the Police Civil Service Compensation Plan relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
New FY 2016-17 Compensation and Pay Plan for Plano Police Department				
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-9-8; establishing the number of certain classifications within the Police Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date.**

**WHEREAS**, on September 14, 2015 by Ordinance No. 2015-9-8, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

**WHEREAS**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 3, 2016, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

**WHEREAS**, the Department recommends, based on operational needs, creation of twenty-four (24) Police Officer positions, one (1) Sergeant position, and two (2) Lieutenant positions; and

**WHEREAS**, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2015-9-8 duly passed and approved by the City Council of the City of Plano, Texas on September 14, 2015 is repealed in its entirety effective October 3, 2016.

**Section II.** The number of positions in the City of Plano Police Department effective October 3, 2016, January 1, 2017, and April 1, 2017, and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2016-17, as set forth in Exhibit "A" are hereby approved and adopted.

**Section III.** The creation of twenty-four (24) Police Officer positions, one (1) Sergeant position, and two (2) Lieutenant positions is hereby approved.

**Section IV.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

**Section VII.** Upon passage, this Ordinance shall become effective October 3, 2016.

**DULY PASSED AND APPROVED**, this, the 12th day of September 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



**CITY OF PLANO**  
**2016 - 2017**  
**CIVIL SERVICE**  
**COMPENSATION PLAN**  
**Effective 10/03/2016**

**POLICE**

RANGE	POSITION	# POSITIONS Effective	Step:	BASE	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	60 Mos.	120 Mos.	180 Mos.	240 Mos.
				1	2	3	4	5	6	7	8	9	10	11
001	Police Officer	10/3/2016 - 315	<b>Hourly:</b>	\$31.5720	\$32.6363	\$33.7048	\$35.2010	\$36.3593	\$37.6011	\$39.5096	\$40.6246	\$40.9034	\$41.1821	\$41.4608
		1/1/2017 - 319	<b>Monthly:</b>	\$5,472	\$5,657	\$5,842	\$6,102	\$6,302	\$6,518	\$6,848	\$7,042	\$7,090	\$7,138	\$7,187
		4/1/2017 - 329	<b>Annual:</b>	\$65,670	\$67,884	\$70,106	\$73,218	\$75,627	\$78,210	\$82,180	\$84,499	\$85,079	\$85,659	\$86,238
002	Sergeant	10/3/2016 - 38	<b>Hourly:</b>	\$44.8505		\$46.5744								
		1/1/2017 - 39	<b>Monthly:</b>	\$7,774		\$8,073								
			<b>Annual:</b>	\$93,289		\$96,875								
003	Lieutenant	10/3/2016 - 14	<b>Hourly:</b>	\$50.0694		\$53.0705								
		1/1/2017 - 16	<b>Monthly:</b>	\$8,679		\$9,199								
			<b>Annual:</b>	\$104,144		\$110,387								
004	Captain	10/3/2016 - 4	<b>Hourly:</b>	\$57.0517		\$60.4713								
			<b>Monthly:</b>	\$9,889		\$10,482								
			<b>Annual:</b>	\$118,668		\$125,780								
005	Assistant Police Chief	10/3/2016 - 2	<b>Hourly:</b>	\$65.0037		\$69.2560								
			<b>Monthly:</b>	\$11,267		\$12,004								
			<b>Annual:</b>	\$135,208		\$144,052								

Recruit:  
 01A  
**Hourly:** \$29.2544  
**Monthly:** \$5,071  
**Annual:** \$60,849

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

**EXHIBIT A**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/16		
Department:		Engineering		
Department Head		B. Caleb Thornhill, PE, ENV SP		
Agenda Coordinator (include phone #):		<b>Kathleen Schonne X-7198</b>		
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102.6 of the Code of Ordinances of the City of Plano, Texas, to include respective effective days and times in Subsections "Ashmont Drive," "Briarcrest Drive," "Carrington Drive," and "Glenmont Drive" and to add Subsections "Fulgham Road" and "Tradition Trail" to prohibit parking of motor vehicles on certain sections of Fulgham Road and Tradition Trail between 9:00 p.m. and 6:00 a.m. within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S): GENERAL FUND</b>				
<p><b>COMMENTS:</b> This item may generate additional revenue received from parking fines; however, at this time the additional parking fines to be collected is undeterminable and expected to be minimal.</p> <p>STRATEGIC PLAN GOAL: Amending the Code of Ordinances to reduce congestion and increase the safety of citizens relates to the City's Goals of Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
See recommendation memo.				
<a href="https://www.google.com/maps/place/Plano,+TX+75093/@33.014047,-96.7831392,17.64z/data=!4m5!3m4!1s0x864c2248a86270bb:0xae0d0ad316e920f0!8m2!3d33.0122961!4d-96.7816896">https://www.google.com/maps/place/Plano,+TX+75093/@33.014047,-96.7831392,17.64z/data=!4m5!3m4!1s0x864c2248a86270bb:0xae0d0ad316e920f0!8m2!3d33.0122961!4d-96.7816896</a>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo			N/A	
Location Map				
Ordinance				



# Memorandum

**TO:** Bruce D. Glasscock, City Manager

**FROM:** B. Caleb Thornhill, P.E., Director of Engineering

**DATE:** September 12, 2016

**SUBJECT:** No Parking during Specific Periods – Fulgham Road & Tradition Trail

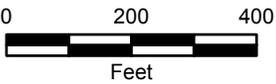
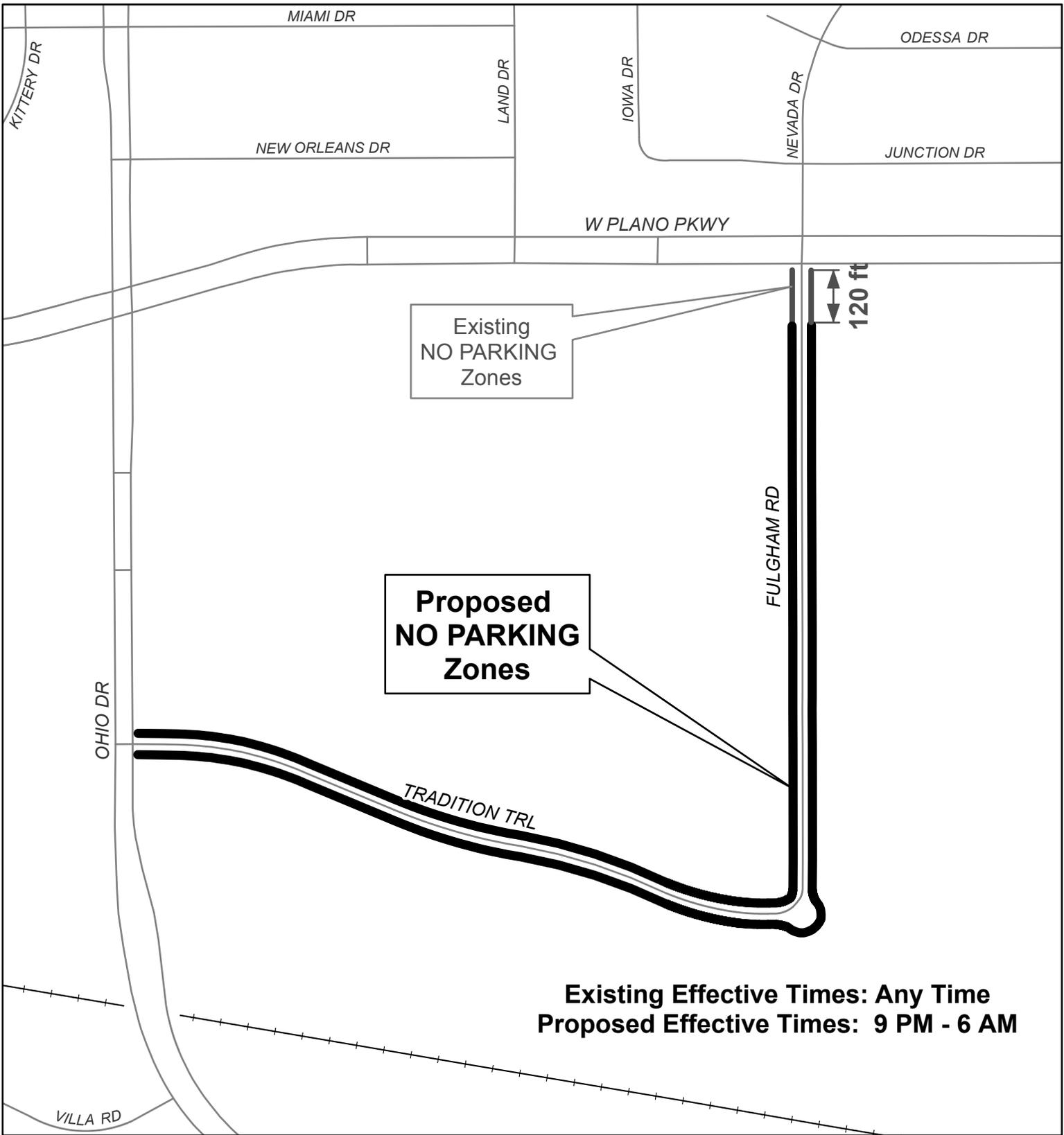
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Fulgham Road and Tradition Trail are continuous 36-foot wide collector streets connecting Plano Parkway and Ohio Drive. A tenant of a business located on the northwest quadrant of the intersection expressed concern that the density of on-street parking on both sides of these streets adversely affects their business by preventing customers and employees from parking in front of their businesses and creates hazardous conditions where the view of motorists is obscured when exiting driveways. A large number of vehicles parked on the streets appears to be left overnight and/or for weeks at a time. The Plano Police Department posted stickers on vehicles that were in violation of the City Code and provided presence on many occasions for the last several years; however, the issues continue to return.

Seeking a long-term solution, the tenant requested to prohibit on-street parking on certain sections of Fulgham Road and Tradition Trail between 9:00 p.m. and 6:00 a.m. The property owners along these streets have been notified of the proposed parking restriction, and the overwhelming majority of the property owners supported the restriction.

Section 12-102.6 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances prohibits on-street parking on certain sections of Ashmont Drive, Briarcrest Drive, Carrington Drive, and Glenmont Drive on Sundays between 8:00 a.m. and 1:00 p.m. To incorporate Subsections Fulgham Road and Tradition Trails into this Section, this Ordinance will amend the Section to prohibit on-street parking on certain sections of the streets at the times indicated in each Subsection, and each Section to specify the effective dates and times. The Legal Department is aware of the revision of the Section.

The Engineering Department supports the proposed parking restriction and recommends amending Section 12-102.6 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances. See included exhibit for specific limits and locations.



City of Plano GIS Division  
August, 2016

## Tradition Trail and Fulgham Road

## Proposed Parking Restriction Map

### Project Location



georgetau C:\Projects\Engineering\Locator\Maps\2016\08-05-16\_Parking\_Zone\_Tradition & Fulgham\No Parking\_Zones\_Tradition Trl & Fulgham Rd.mxd

**An Ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102.6 of the Code of Ordinances of the City of Plano, Texas, to include respective effective days and times in Subsections “Ashmont Drive,” “Briarcrest Drive,” “Carrington Drive,” and “Glenmont Drive” and to add Subsections “Fulgham Road” and “Tradition Trail” to prohibit parking of motor vehicles on certain sections of Fulgham Road and Tradition Trail between 9:00 p.m. and 6:00 a.m. within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, Fulgham Road and Tradition Trail are continuous 36-foot wide collector streets connecting Plano Parkway and Ohio Drive; and

**WHEREAS**, there are 15 properties fronting Fulgham Road and Tradition Trail between Plano Parkway and Ohio Drive; and

**WHEREAS**, a tenant of one of the properties is concerned about vehicles parked on both sides of Fulgham Road and Tradition Trail for extended periods of time, thereby obstructing the view of motorists and preventing employees and customers from parking their vehicles in front of their businesses; and

**WHEREAS**, the property owners along Fulgham Road and Tradition Trail have been notified of the proposed parking restriction, and the overwhelming majority of the property owners supported the restriction; and

**WHEREAS**, the Transportation Engineering of the City of Plano supports the request to prohibit parking of motor vehicles along and upon certain sections of Fulgham Road and Tradition Trail within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

**Section I.** It shall be unlawful for any person to park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along the sections of Ashmont Drive, Briarcrest Drive, Carrington Drive, Fulgham Road, Glenmont Drive, and Tradition Trail during the specified periods described herein.

**Section II.** Section 12-102.6 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended to read as follows:

“It shall be unlawful for any person to park a motor vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer, along the following portions of the following streets at the times indicated below:

*Ashmont Drive, along both sides of Ashmont Drive from its intersection with Glenmont Drive to its intersection with Winslow Drive on Sundays between the hours of 8:00 a.m. and 1:00 p.m.*

*Briarcrest Drive, along both sides of Briarcrest Drive from its intersection with Ashglen Place to its intersection with Glenmont Drive on Sundays between the hours of 8:00 a.m. and 1:00 p.m.*

*Carrington Drive, along both sides of Carrington Drive from its intersection with Glenmont Drive to its intersection with Winslow Drive on Sundays between the hours of 8:00 a.m. and 1:00 p.m.*

*Fulgham Road, along both sides of Fulgham Road from a point one hundred twenty (120) feet south of Plano Parkway to its intersection with Tradition Trail between the hours of 9:00 p.m. and 6:00 a.m.*

*Glenmont Drive, along both sides of Glenmont Drive from its intersection with Carrington Drive to its intersection with Ashmont Drive/Briarcrest Drive on Sundays between the hours of 8:00 a.m. and 1:00 p.m.*

*Tradition Trail, along both sides of Tradition Trail from its intersection with Ohio Drive to its intersection with Fulgham Road between the hours of 9:00 p.m. and 6:00 a.m.”*

**Section III.** The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against parking in these areas.

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

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

**Section VI.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**Section VII.** The repeal of any Ordinance or part of an Ordinance 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 of any Ordinances at the time of passage of this Ordinance.

**Section VIII.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

**DULY PASSED AND APPROVED** this 12<sup>th</sup> day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/16		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Casey Srader, x5152</b>				
<b>CAPTION</b>				
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, 2016, and terminating September 30, 2017; and providing an effective date. (Public Hearing held on August 8, 2016)				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    VARIOUS</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving and adopting the Operating Budget and setting the appropriations for FY 2016-17 relates to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This Ordinance adopts the Operating Budget for Fiscal Year 2016-17 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, 2016, and terminating September 30, 2017; 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, 2016, 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 2016-17 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 hearings, 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, 2016, and terminating September 30, 2017, 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:	\$259,107,635
B.	General Fund - Transfer to Capital Reserve Fund:	24,550,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	3,700,000
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to Technology Services Replacement Fund:	500,000
F.	General Fund - Transfer to PTV Fund:	250,000
G.	General Fund - Transfer to Economic Development Incentive Fund:	6,801,800
H.	Convention & Tourism Fund - Operating Appropriation:	9,946,604

I.	Convention & Tourism Fund - Transfer to General Fund:	486,092
J.	Convention & Tourism Fund - Transfer to Capital Reserve Fund:	1,520,000
K.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
L.	Water & Sewer Fund - Operating Appropriation:	118,054,698
M.	Water & Sewer Fund - Transfer to General Fund:	17,760,456
N.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,500,000
O.	Water & Sewer Fund – Transfer to Capital Reserve Fund:	1,500,000
P.	Water & Sewer Fund – Transfer to Water & Sewer Debt Service Fund:	1,837,225
Q.	Water & Sewer Fund - Transfer to Property & Liability Loss Fund:	655,086
R.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
S.	Water & Sewer Fund - Transfer to Technology Services Fund:	3,058,724
T.	Sustainability & Environmental Services Fund - Operating Appropriation:	24,828,620
U.	Sustainability & Environmental Services Fund - Transfer to General Fund:	1,483,735
V.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
W.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	325,571
X.	Municipal Drainage Fund - Operating Appropriation:	3,691,871
Y.	Municipal Drainage Fund - Transfer to General Fund:	511,067
Z.	Municipal Drainage Fund - Transfer to Capital Reserve Fund:	500,000

AA.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
BB.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,436,925
CC.	Recreation Revolving Fund - Operating Appropriation:	3,824,049
DD.	Recreation Revolving Fund - Transfer to General Fund:	204,087
EE.	Golf Course Fund - Operating Appropriation:	974,079
FF.	Golf Course Fund - Transfer to General Fund:	51,285
GG.	Property & Liability Loss Fund - Operating Appropriation:	5,751,297
HH.	HUD Grant Fund - Operating Appropriation:	1,695,895
II.	PTV Fund - Operating Appropriation:	1,537,354
JJ.	Criminal Investigation Fund - Operating Appropriation:	812,473
KK.	Technology Fund - Operating Appropriation:	16,400,000
LL.	Technology Fund - Transfer to PTV Fund:	250,000
MM.	Technology Services Replacement Fund - Operating Appropriation:	1,649,800
NN.	General Obligation Bond - Debt Service Appropriation:	41,514,444
OO.	Water & Sewer Revenue Bond - Debt Service Appropriation:	1,837,225

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

**DULY PASSED AND APPROVED** this the 12<sup>th</sup> day of September, 2016.

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Harry LaRosiliere, **MAYOR**

**ATTEST:**

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Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

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Paige Mims, **CITY ATTORNEY**

## COMBINED BUDGET

	Actuals	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>BEGINNING BALANCES</b>						
<b>Operating Funds:</b>						
General Fund	\$51,324,818	\$35,754,134	\$51,604,016	\$37,491,648	4.9%	-27.3%
Water & Sewer Fund	22,011,299	19,150,055	29,132,384	31,054,639	62.2%	6.6%
Sustainability & Env. Svc. Fund	4,875,159	3,112,941	5,402,779	3,358,302	7.9%	-37.8%
Convention & Tourism Fund	2,638,418	3,305,407	4,252,875	3,213,767	-2.8%	-24.4%
Municipal Drainage Utility Fund	5,242,444	1,374,491	3,005,289	1,749,364	27.3%	-41.8%
Recreation Revolving Fund	1,923,122	2,050,645	2,141,891	388,071	-81.1%	-81.9%
Municipal Golf Course Fund	147,342	47,727	131,220	96,909	103.0%	-26.1%
PTV Fund	1,182,429	526,859	1,744,112	233,464	-55.7%	-86.6%
<b>TOTAL OPERATING FUNDS</b>	<b>\$89,345,031</b>	<b>\$65,322,259</b>	<b>\$97,414,566</b>	<b>\$77,586,164</b>	<b>18.8%</b>	<b>-20.4%</b>
<b>Debt Service Funds:</b>						
General Obligation	\$3,340,771	\$3,427,459	\$3,701,797	\$2,973,761	-13.2%	-19.7%
Water & Sewer Revenue	0	0	0	800,454	100.0%	100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$3,340,771</b>	<b>\$3,427,459</b>	<b>\$3,701,797</b>	<b>\$3,774,216</b>	<b>10.1%</b>	<b>2.0%</b>
<b>TOTAL BEGINNING BALANCES</b>	<b>\$92,685,802</b>	<b>\$68,749,718</b>	<b>\$101,116,363</b>	<b>\$81,360,380</b>	<b>18.3%</b>	<b>-19.5%</b>
<b>REVENUES &amp; TRANSFERS IN</b>						
<b>Operating Funds:</b>						
General Fund	\$257,626,484	\$263,348,565	\$265,593,865	\$279,787,799	6.2%	5.3%
Water & Sewer Fund	133,037,011	135,340,642	141,969,829	145,257,744	7.3%	2.3%
Sustainability & Env. Svc. Fund	24,287,569	24,555,842	24,610,547	25,702,841	4.7%	4.4%
Convention & Tourism Fund	9,580,210	9,623,871	9,744,286	9,721,836	1.0%	-0.2%
Municipal Drainage Utility Fund	7,175,854	7,230,619	7,294,244	7,322,251	1.3%	0.4%
HUD Grant Fund	1,816,487	1,670,305	1,718,805	1,695,895	1.5%	-1.3%
Recreation Revolving Fund	3,658,863	3,871,737	3,506,015	4,081,749	5.4%	16.4%
Municipal Golf Course Fund	955,564	971,330	971,331	1,025,697	5.6%	5.6%
PTV Fund	1,401,971	1,408,846	1,408,846	1,416,931	0.6%	0.6%
<b>TOTAL OPERATING FUNDS</b>	<b>\$439,540,013</b>	<b>\$448,021,755</b>	<b>\$456,817,768</b>	<b>\$476,012,744</b>	<b>6.2%</b>	<b>4.2%</b>
<b>Debt Service Funds:</b>						
General Obligation	\$41,829,073	\$40,344,771	\$40,524,770	\$41,591,993	3.1%	2.6%
Water & Sewer Revenue	0	912,902	800,454	1,921,455	110.5%	140.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$41,829,073</b>	<b>\$41,257,672</b>	<b>\$41,325,224</b>	<b>\$43,513,448</b>	<b>5.5%</b>	<b>5.3%</b>
<b>TOTAL REVENUE &amp; TRANSFERS IN</b>	<b>\$481,369,087</b>	<b>\$489,279,428</b>	<b>\$498,142,992</b>	<b>\$519,526,192</b>	<b>6.2%</b>	<b>4.3%</b>
Less: Interfund Transfers	21,065,985	18,733,701	19,366,299	20,996,722	12.1%	8.4%
<b>NET BUDGET REVENUE</b>	<b>\$460,303,102</b>	<b>\$470,545,726</b>	<b>\$478,776,694</b>	<b>\$498,529,470</b>	<b>5.9%</b>	<b>4.1%</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$552,988,904</b>	<b>\$539,295,444</b>	<b>\$579,893,057</b>	<b>\$579,889,849</b>	<b>7.5%</b>	<b>0.0%</b>

**APPROPRIATIONS & TRANSFERS OUT****Operations:**

General Fund	\$257,347,286	\$279,360,850	\$279,706,233	\$295,909,435	5.9%	5.8%
Water & Sewer Fund	125,915,926	141,067,148	140,047,575	155,666,189	10.3%	11.2%
Sustainability & Env. Svc. Fund	23,759,949	26,399,235	26,655,024	26,697,927	1.1%	0.2%
Convention & Tourism Fund	7,965,753	10,591,651	10,783,394	11,972,696	13.0%	11.0%
Municipal Drainage Utility Fund	9,413,009	7,254,935	7,356,188	7,159,863	-1.3%	-2.7%
HUD Grant Fund	1,816,487	1,670,305	1,718,805	1,695,895	1.5%	-1.3%
Recreation Revolving Fund	3,440,094	3,777,366	5,259,835	4,028,136	6.6%	-23.4%
Municipal Golf Course Fund	971,686	975,440	1,005,642	1,025,364	5.1%	2.0%
PTV Fund	840,288	1,788,651	2,919,494	1,537,354	-14.0%	-47.3%
<b>TOTAL OPERATIONS</b>	<b>\$431,470,478</b>	<b>\$472,885,581</b>	<b>\$475,452,190</b>	<b>\$505,692,858</b>	<b>6.9%</b>	<b>6.4%</b>

**Debt Service Funds:**

General Obligation	\$41,468,047	\$41,408,585	\$41,252,806	\$41,514,444	0.3%	0.6%
Water & Sewer Revenue	0	910,625	0	1,837,225	101.8%	100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$41,468,047</b>	<b>\$42,319,210</b>	<b>\$41,252,806</b>	<b>\$43,351,669</b>	<b>2.4%</b>	<b>5.1%</b>

**TOTAL APPROPRIATIONS & TRANSFERS OUT**

	\$472,938,526	\$515,204,791	\$516,704,996	\$549,044,527	6.6%	6.3%
Less: Interfund Transfers	21,065,985	18,733,701	19,366,299	20,996,722	12.1%	8.4%
<b>NET BUDGET APPROPRIATIONS</b>	<b>\$451,872,541</b>	<b>\$496,471,089</b>	<b>\$497,338,697</b>	<b>\$528,047,805</b>	<b>6.4%</b>	<b>6.2%</b>

**ENDING BALANCES****Operating Funds:**

General Fund	\$51,604,016	\$19,741,849	\$37,491,648	\$21,370,011	8.2%	-43.0%
Water & Sewer Fund	29,132,384	13,423,549	31,054,639	20,646,194	53.8%	-33.5%
Sustainability & Env. Svc. Fund	5,402,779	1,269,548	3,358,302	2,363,216	86.1%	-29.6%
Convention & Tourism Fund	4,252,875	2,337,627	3,213,767	962,907	-58.8%	-70.0%
Municipal Drainage Utility Fund	3,005,289	1,350,175	2,943,345	1,911,752	41.6%	-35.0%
Recreation Revolving Fund	2,141,891	2,145,016	388,071	441,684	-79.4%	13.8%
Municipal Golf Course Fund	131,220	43,618	96,909	97,244	122.9%	0.3%
PTV Fund	1,744,112	147,054	233,464	113,041	-23.1%	-51.6%
<b>TOTAL OPERATING FUNDS</b>	<b>\$97,414,566</b>	<b>\$40,458,434</b>	<b>\$78,780,145</b>	<b>\$47,906,050</b>	<b>18.4%</b>	<b>-39.2%</b>

**Debt Service Funds:**

General Obligation	\$3,701,797	\$2,363,645	\$2,973,761	\$3,051,310	29.1%	2.6%
Water & Sewer Revenue	0	2,277	800,454	884,685	38753.1%	10.5%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$3,701,797</b>	<b>\$2,365,922</b>	<b>\$3,774,216</b>	<b>\$3,935,995</b>	<b>66.4%</b>	<b>4.3%</b>
<b>TOTAL ENDING BALANCES</b>	<b>\$101,116,363</b>	<b>\$42,824,355</b>	<b>\$82,554,361</b>	<b>\$51,842,045</b>	<b>21.1%</b>	<b>-37.2%</b>

**TOTAL APPROPRIATIONS & ENDING BALANCES**

	\$552,988,904	\$539,295,444	\$579,893,058	\$579,889,850	7.5%	0.0%
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# GENERAL FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND BALA</b>	<b>\$51,324,818</b>	<b>\$35,754,134</b>	<b>\$46,659,804</b>	<b>\$37,491,648</b>	<b>4.9%</b>	<b>-27.3%</b>
Encumbrance Adjustment			4,944,212			
<b>Revenues</b>						
Taxes	\$177,020,267	\$185,240,944	\$185,567,095	\$197,106,172	6.4%	6.2%
Franchise Fees	24,452,648	24,950,110	23,772,478	23,920,708	-4.1%	0.6%
Fines & Forfeits	7,448,485	7,643,902	7,195,663	7,228,045	-5.4%	0.5%
Miscellaneous Revenue	2,277,929	2,252,315	2,388,416	2,406,524	6.8%	0.8%
Licenses & Permits	11,521,327	10,382,468	12,963,256	13,459,213	29.6%	3.8%
Charges for Services	13,358,451	13,697,706	13,831,968	14,158,064	3.4%	2.4%
Intergovernmental Revenue	981,392	947,419	1,008,690	1,012,350	6.9%	0.4%
Subtotal Revenues	\$237,060,499	\$245,114,864	\$246,727,566	\$259,291,077	5.8%	5.1%
Intragovernmental Transfers	20,565,985	18,233,701	18,866,299	20,496,722	12.4%	8.6%
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>\$257,626,484</b>	<b>\$263,348,565</b>	<b>\$265,593,865</b>	<b>\$279,787,799</b>	<b>6.2%</b>	<b>5.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$308,951,302</b>	<b>\$299,102,699</b>	<b>\$317,197,881</b>	<b>\$317,279,446</b>	<b>6.1%</b>	<b>0.0%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$170,343,639	\$182,691,235	\$179,039,043	\$192,446,021	5.3%	7.5%
Materials & Supplies	6,344,539	8,547,502	9,627,140	9,313,496	9.0%	-3.3%
Contractual	44,284,812	49,960,806	52,339,136	53,331,927	6.7%	1.9%
Community Services Agencies	269,330	271,140	271,140	552,600	103.8%	103.8%
Sundry	741,848	1,515,532	1,703,635	1,478,124	-2.5%	-13.2%
Reimbursements	(2,318,697)	(3,346,824)	(3,240,352)	(3,347,516)	0.0%	3.3%
Subtotal	\$219,665,471	\$239,639,391	\$239,739,742	\$253,774,652	5.9%	5.9%
Capital Outlay	1,684,308	3,178,017	3,723,049	5,332,983	67.8%	43.2%
<b>TOTAL OPERATIONS</b>	<b>\$221,349,779</b>	<b>\$242,817,408</b>	<b>\$243,462,791</b>	<b>\$259,107,635</b>	<b>6.7%</b>	<b>6.4%</b>
Capital Reserve Fund	\$22,500,000	\$23,600,000	\$23,600,000	\$24,550,000	4.0%	4.0%
Property & Liability Loss Fund	4,136,027	4,000,000	3,700,000	3,700,000	-7.5%	0.0%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%	0.0%
TS Replacement Fund	0	500,000	500,000	500,000	0.0%	0.0%
PTV Fund	250,000	250,000	250,000	250,000	0.0%	0.0%
PID Fund (Public Improvement Dist.)	50,000	0	0	0	0.0%	0.0%
Intergovernmental Radio Fund	1,600	0	0	0	0.0%	0.0%
Economic Development Incentive	8,059,880	7,193,442	7,193,442	6,801,800	-5.4%	-5.4%
<b>TOTAL TRANSFERS</b>	<b>\$35,997,507</b>	<b>\$36,543,442</b>	<b>\$36,243,442</b>	<b>\$36,801,800</b>	<b>0.7%</b>	<b>1.5%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$257,347,286</b>	<b>\$279,360,850</b>	<b>\$279,706,233</b>	<b>\$295,909,435</b>	<b>5.9%</b>	<b>5.8%</b>
<b>UNAPPROPRIATED FUND</b>	<b>\$51,604,016</b>	<b>\$19,741,849</b>	<b>\$37,491,648</b>	<b>\$21,370,011</b>	<b>8.2%</b>	<b>-43.0%</b>
Days of Operation				30		

## GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>Taxes</b>						
Ad Valorem Taxes:						
Current	\$97,069,404	\$109,014,656	\$109,014,656	\$117,855,236	8.1%	8.1%
Delinquent	733,763	1,118,573	1,118,573	1,221,576	9.2%	9.2%
Penalty & Interest	508,155	559,287	663,096	610,788	9.2%	-7.9%
Sales Tax	76,829,245	72,673,623	72,781,478	75,418,120	3.8%	3.6%
Mixed Drink Tax	1,761,817	1,714,017	1,874,928	1,883,366	9.9%	0.5%
Bingo Gross Receipts Tax	59,602	81,717	81,717	82,086	0.5%	0.5%
Excess Proceeds on Taxes	58,281	79,071	32,647	35,000	-55.7%	7.2%
<b>TOTAL TAXES</b>	<b>\$177,020,267</b>	<b>\$185,240,944</b>	<b>\$185,567,095</b>	<b>\$197,106,172</b>	<b>6.4%</b>	<b>6.2%</b>
<b>Franchise Fees</b>						
Electrical Franchise	\$12,124,633	\$12,199,575	\$11,611,811	\$11,727,929	-3.9%	1.0%
Telephone Franchise	4,073,456	4,146,351	4,483,766	4,483,766	8.1%	0.0%
Fiber Optics Franchise	26,901	24,026	55,531	55,531	131.1%	0.0%
Gas Franchise	3,782,938	4,061,292	3,211,171	3,243,283	-20.1%	1.0%
Cable TV Franchise	4,444,720	4,518,865	4,410,199	4,410,199	-2.4%	0.0%
<b>TOTAL FRANCHISE FEES</b>	<b>\$24,452,648</b>	<b>\$24,950,110</b>	<b>\$23,772,478</b>	<b>\$23,920,708</b>	<b>-4.1%</b>	<b>0.6%</b>
<b>Fines &amp; Forfeits</b>						
Municipal Court	\$7,198,465	\$7,325,396	\$7,046,758	7,078,469	-3.4%	0.5%
Library Fines	250,020	318,507	148,905	149,576	-53.0%	0.5%
<b>TOTAL FINES &amp; FORFEITS</b>	<b>\$7,448,485</b>	<b>\$7,643,902</b>	<b>\$7,195,663</b>	<b>\$7,228,045</b>	<b>-5.4%</b>	<b>0.5%</b>
<b>Miscellaneous Revenue</b>						
Interest Earnings	\$599,160	\$600,000	\$700,000	\$700,000	16.7%	0.0%
Sale/Rental of Property	479,255	491,391	491,391	491,391	0.0%	0.0%
Insurance Collections	483,892	452,703	452,703	470,811	4.0%	4.0%
Sundry	715,622	708,221	744,322	744,322	5.1%	0.0%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>\$2,277,929</b>	<b>\$2,252,315</b>	<b>\$2,388,416</b>	<b>\$2,406,524</b>	<b>6.8%</b>	<b>0.8%</b>
<b>Licenses and Permits</b>						
Food Handlers Permits	\$658,055	\$647,535	\$673,535	\$676,567	4.5%	0.5%
Land / Burning / Liquid Waste	21,705	23,047	23,047	23,152	0.5%	0.5%
Grease Trap Permits	41,000	42,009	42,009	42,199	0.5%	0.5%
Fire Inspection Fees	274,420	306,061	287,657	287,657	-6.0%	0.0%
Rental Registration Fees	306,136	307,933	315,271	316,690	2.8%	0.5%
Animal Licenses	126,170	132,603	125,949	126,517	-4.6%	0.5%
Restaurant Plan Review	40,500	41,104	38,890	39,066	-5.0%	0.5%
Alarm Permits	1,146,747	1,728,323	1,407,834	1,414,170	-18.2%	0.5%
Filing Fees	450,858	498,557	453,234	475,896	-4.5%	5.0%
Fire Protection Plan Review	433,653	409,235	483,854	508,047	24.1%	5.0%
Building Permits	6,602,326	4,726,282	7,692,192	8,076,802	70.9%	5.0%
Electrical Permits	126,747	140,914	128,572	135,001	-4.2%	5.0%
Plumbing Permits	331,091	365,193	309,242	324,704	-11.1%	5.0%
Heating & A/C Permits	156,740	168,608	156,740	164,577	-2.4%	5.0%
Fence Permits	40,080	53,785	42,134	44,241	-17.7%	5.0%
Swimming Pool Permits	37,996	42,558	39,962	41,960	-1.4%	5.0%
Pool Inspection	64,283	64,447	64,283	64,573	0.2%	0.5%
Irrigation Permits	79,306	84,783	93,967	98,665	16.4%	5.0%
Day Laborer Fees	16,413	16,001	17,783	17,783	11.1%	0.0%
Sign Permits	139,851	154,290	139,851	146,844	-4.8%	5.0%
Reoccupancy Permits	137,077	139,963	137,077	143,931	2.8%	5.0%
Misc. Licenses & Permits	290,173	289,236	290,173	290,173	0.3%	0.0%
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>\$11,521,327</b>	<b>\$10,382,468</b>	<b>\$12,963,256</b>	<b>\$13,459,213</b>	<b>29.6%</b>	<b>3.8%</b>
<b>Fees &amp; Service Charges</b>						
Animal Pound & Adoption Fee	\$242,913	\$241,726	\$265,306	\$266,500	10.2%	0.4%
Ambulance Service	4,297,249	4,010,111	4,297,249	4,316,587	7.6%	0.5%
False Alarm Response	237,613	229,605	229,605	230,639	0.5%	0.5%
Emergency 911	1,052,556	998,801	1,200,179	1,205,581	20.7%	0.5%
Contractor Registration Fee	211,490	243,027	277,840	291,732	20.0%	5.0%
Engineering Inspection Fee	989,458	900,000	750,000	750,000	-16.7%	0.0%
Residential Building Plan Review	56,265	60,326	55,700	58,485	-3.1%	5.0%
Reinspection Fee	63,270	73,557	63,270	66,434	-9.7%	5.0%
File Searches	61,048	54,904	58,388	58,652	6.8%	0.5%
Same Day Inspection Fee	75,915	85,378	70,905	74,450	-12.8%	5.0%
Convenience Copiers	13,765	12,262	13,182	13,242	8.0%	0.5%

Lease Fees	169,005	150,000	150,000	150,000	0.0%	0.0%
Recreation User Fee	535,936	589,164	589,164	671,815	14.0%	14.0%
Recreation Rental Fee	205,877	237,027	237,027	244,220	3.0%	3.0%
Swimming Fees	705,711	918,911	818,911	822,597	-10.5%	0.5%
Recreation Membership Card Fee	2,502,732	2,603,559	2,510,018	2,569,313	-1.3%	2.4%
Tennis Center Fee	250,972	256,817	259,345	260,513	1.4%	0.5%
Food Manager/Handler Training	36,090	49,148	8,220	8,258	-83.2%	0.5%
Tree Trimming Assessments	86,513	91,808	86,085	86,473	-5.8%	0.5%
Child Safety Fees	125,095	131,397	131,397	131,989	0.5%	0.5%
Sundry	1,438,978	1,760,177	1,760,177	1,880,584	6.8%	6.8%
<b>TOTAL FEES &amp; SVC CHARGES</b>	<b>\$13,358,451</b>	<b>\$13,697,706</b>	<b>\$13,831,968</b>	<b>\$14,158,064</b>	<b>3.4%</b>	<b>2.4%</b>
<b>Intergovernmental Revenue</b>						
FISD School Resource Officer	118,116	122,736	122,736	126,396	3.0%	3.0%
PISD School Resource Officers	604,620	621,012	621,012	621,012	0.0%	0.0%
Plano-Richardson Trng. Ctr. / Misc.	258,656	203,671	264,942	264,942	30.1%	0.0%
<b>TOTAL INTERGOVT'L REVENUE</b>	<b>\$981,392</b>	<b>\$947,419</b>	<b>\$1,008,690</b>	<b>\$1,012,350</b>	<b>6.9%</b>	<b>0.4%</b>
<b>TOTAL REVENUE</b>	<b>\$237,060,499</b>	<b>\$245,114,863</b>	<b>\$246,727,566</b>	<b>\$259,291,077</b>	<b>5.8%</b>	<b>5.1%</b>
<b>Intragovernmental Transfers</b>						
Intra-Fund Transfers From:						
Water & Sewer Fund	\$15,469,908	\$15,836,741	\$16,477,150	\$17,760,456	12.1%	7.8%
Sustain. & Environ. Services Fund	907,990	1,169,290	1,169,290	1,483,735	26.9%	26.9%
Recreation Revolving Fund	188,271	193,587	175,301	204,087	5.4%	16.4%
Golf Course Fund	41,772	48,566	48,567	51,285	5.6%	5.6%
Convention & Tourism Fund	455,438	481,194	487,214	486,092	1.0%	-0.2%
Municipal Drainage Fund	501,191	504,323	508,777	511,067	1.3%	0.4%
Health Claims Fund (TMRS)	3,000,000	0	0	0	0.0%	0.0%
Advanced Funding Grants	1,415	0	0	0	0.0%	0.0%
<b>TOTAL INTRAGOV'T'L TRANSFERS</b>	<b>\$20,565,985</b>	<b>\$18,233,701</b>	<b>\$18,866,299</b>	<b>\$20,496,722</b>	<b>12.4%</b>	<b>8.6%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$257,626,484</b>	<b>\$263,348,565</b>	<b>\$265,593,865</b>	<b>\$279,787,799</b>	<b>6.2%</b>	<b>5.3%</b>

## CONVENTION & TOURISM

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$2,638,418</b>	<b>\$3,305,407</b>	<b>\$4,252,875</b>	<b>\$3,213,767</b>	<b>-2.8%</b>	<b>-24.4%</b>
<b>Revenues</b>						
Hotel/Motel Receipts	\$7,342,639	\$7,903,541	\$7,978,079	\$8,120,066	2.7%	1.8%
Civic Center Fees	2,214,238	1,695,330	1,745,207	1,565,770	-7.6%	-10.3%
Miscellaneous	117	10,000	1,000	16,000	60.0%	1500.0%
Interest Income	23,216	15,000	20,000	20,000	33.3%	0.0%
<b>TOTAL REVENUES</b>	<b>\$9,580,210</b>	<b>\$9,623,871</b>	<b>\$9,744,286</b>	<b>\$9,721,836</b>	<b>1.0%</b>	<b>-0.2%</b>
<b>TOTAL RESOURCES</b>	<b>\$12,218,628</b>	<b>\$12,929,278</b>	<b>\$13,997,161</b>	<b>\$12,935,603</b>	<b>0.0%</b>	<b>-7.6%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expenses</b>						
Visit Plano	\$1,945,688	\$2,792,772	\$2,643,307	\$3,213,893	15.1%	21.6%
Plano Centre	3,843,918	3,771,781	3,642,529	3,799,399	0.7%	4.3%
Support of the Arts	789,434	800,000	800,000	930,000	16.3%	16.3%
Historic Preservation	741,711	800,000	800,000	800,000	0.0%	0.0%
Special Events	169,564	252,851	404,498	400,812	58.5%	-0.9%
Music Festival	0	0	192,793	185,000	100.0%	-4.0%
Civic Center Equip.Rpl. Charge	0	400,000	500,000	500,000	25.0%	0.0%
Subtotal	\$7,490,315	\$8,817,404	\$8,983,127	\$9,829,104	11.5%	9.4%
Capital Outlay	0	173,053	193,053	117,500	-32.1%	-39.1%
<b>TOTAL OPERATIONS</b>	<b>\$7,490,315</b>	<b>\$8,990,457</b>	<b>\$9,176,180</b>	<b>\$9,946,604</b>	<b>10.6%</b>	<b>8.4%</b>
Transfer to General Fund	\$455,438	\$481,194	\$487,214	\$486,092	1.0%	-0.2%
Transfer to Capital Reserve Fund	0	1,100,000	1,100,000	1,520,000	38.2%	38.2%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$475,438</b>	<b>\$1,601,194</b>	<b>\$1,607,214</b>	<b>\$2,026,092</b>	<b>26.5%</b>	<b>26.1%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$7,965,753</b>	<b>\$10,591,651</b>	<b>\$10,783,394</b>	<b>\$11,972,696</b>	<b>13.0%</b>	<b>11.0%</b>
<b>WORKING CAPITAL</b>	<b>\$4,252,875</b>	<b>\$2,337,627</b>	<b>\$3,213,767</b>	<b>\$962,907</b>	<b>-58.8%</b>	<b>-70.0%</b>
Days of Operation				35		

## WATER & SEWER

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$22,011,299</b>	<b>\$19,150,055</b>	<b>\$29,132,384</b>	<b>\$31,054,639</b>	<b>62.2%</b>	<b>6.6%</b>
<b>Revenues</b>						
Water Income	\$76,761,826	\$74,782,307	\$82,037,307	\$82,667,790	10.5%	0.8%
Sewer Income	51,837,246	56,155,925	56,439,809	59,064,992	5.2%	4.7%
Water Taps	99,778	79,668	69,591	70,287	-11.8%	1.0%
Water & Sewer Penalties	1,334,329	1,277,750	1,277,750	1,289,250	0.9%	0.9%
Water Meters/AMR Devices	406,864	235,139	409,897	413,996	76.1%	1.0%
Construction Water	266,289	252,162	378,073	381,854	51.4%	1.0%
Service Connect Fee	220,310	215,647	215,647	217,803	1.0%	1.0%
Backflow Testing	518,065	535,174	535,174	540,526	1.0%	1.0%
Sewer Tie-On	33,775	34,206	34,206	34,548	1.0%	1.0%
Pre-Treatment Permits	31,670	32,375	32,375	32,699	1.0%	1.0%
Interest Earnings	121,430	140,000	140,000	140,000	0.0%	0.0%
Transfer from Reserve Fund	1,000,000	1,000,000	0	0	-100.0%	0.0%
Misc. Income	405,429	600,289	400,000	404,000	-32.7%	1.0%
<b>TOTAL REVENUES</b>	<b>\$133,037,011</b>	<b>\$135,340,642</b>	<b>\$141,969,829</b>	<b>\$145,257,744</b>	<b>7.3%</b>	<b>2.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$155,048,310</b>	<b>\$154,490,697</b>	<b>\$171,102,213</b>	<b>\$176,312,383</b>	<b>14.1%</b>	<b>3.0%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$10,077,239	\$10,458,423	\$10,349,943	\$11,024,013	5.4%	6.5%
Materials & Supplies	1,886,038	2,312,955	2,793,549	2,345,100	1.4%	-16.1%
Contractual	3,940,952	4,455,471	4,665,515	4,497,679	0.9%	-3.6%
NTMWD - Water	50,579,800	61,188,363	59,032,038	67,601,117	10.5%	14.5%
NTMWD - Wastewater	14,734,133	17,766,663	17,519,526	18,629,446	4.9%	6.3%
NTMWD - Upper E. Fork Interco	9,081,765	10,604,552	10,528,118	12,344,427	16.4%	17.3%
Retirement of NTMWD Debt	823,886	749,340	749,270	247,660	-66.9%	-66.9%
Sundry	736,908	654,828	653,704	660,900	0.9%	1.1%
Reimbursements	570,390	665,894	665,662	704,356	5.8%	5.8%
Subtotal	\$92,431,111	\$108,856,489	\$106,957,325	\$118,054,698	8.4%	10.4%
Capital Outlay	107,968	18,000	18,000	0	-100.0%	-100.0%
<b>TOTAL OPERATIONS</b>	<b>\$92,539,079</b>	<b>\$108,874,489</b>	<b>\$106,975,325</b>	<b>\$118,054,698</b>	<b>8.4%</b>	<b>10.4%</b>
Transfer to General Fund	\$15,469,908	\$15,836,741	\$16,477,150	\$17,760,456	12.1%	7.8%
Transfer to W & S CIP	12,500,000	10,000,000	10,000,000	12,500,000	25.0%	25.0%
Transfer to Capital Reserve	1,500,000	1,500,000	1,500,000	1,500,000	0.0%	0.0%
Transfer to Debt Service	0	910,625	798,458	1,837,225	101.8%	130.1%
Transfer to Loss Fund	773,556	773,556	671,769	655,086	-15.3%	-2.5%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Technology Svcs	2,833,383	2,871,737	3,324,873	3,058,724	6.5%	-8.0%
<b>TOTAL TRANSFERS</b>	<b>\$33,376,847</b>	<b>\$32,192,659</b>	<b>\$33,072,250</b>	<b>\$37,611,491</b>	<b>16.8%</b>	<b>13.7%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$125,915,926</b>	<b>\$141,067,148</b>	<b>\$140,047,575</b>	<b>\$155,666,189</b>	<b>10.3%</b>	<b>11.2%</b>
<b>WORKING CAPITAL</b>	<b>\$29,132,384</b>	<b>\$13,423,549</b>	<b>\$31,054,639</b>	<b>\$20,646,194</b>	<b>53.8%</b>	<b>-33.5%</b>
Days of Operation				64		

## SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$4,875,159</b>	<b>\$3,112,941</b>	<b>\$5,402,779</b>	<b>\$3,358,302</b>	<b>7.9%</b>	<b>-37.8%</b>
<b>Revenues</b>						
Commercial Franchise	\$7,957,587	\$7,889,197	\$8,125,873	\$8,190,879	3.8%	0.8%
Special Refuse Collection	93,085	83,406	94,000	94,000	12.7%	0.0%
Residential Collection	12,904,617	13,018,125	12,945,928	13,938,363	7.1%	7.7%
Allied Waste, Inc.	95,331	97,247	95,330	95,330	-2.0%	0.0%
Recycling	456,076	528,720	261,787	267,023	-49.5%	2.0%
Sales of Landscape Bags	29,171	31,188	31,188	21,000	-32.7%	-32.7%
Contributions via Utility Billing	9,383	11,818	10,000	10,000	-15.4%	0.0%
Sale of Compost	1,486,343	1,503,116	1,705,475	1,791,749	19.2%	5.1%
Tipping Fees	615,899	604,349	658,414	685,711	13.5%	4.1%
Miscellaneous	308,291	456,124	350,000	237,980	-47.8%	-32.0%
Reimbursements	131,786	132,552	132,552	170,806	28.9%	28.9%
Construction & Demolition Program	200,000	200,000	200,000	200,000	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$24,287,569</b>	<b>\$24,555,842</b>	<b>\$24,610,547</b>	<b>\$25,702,841</b>	<b>4.7%</b>	<b>4.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$29,162,728</b>	<b>\$27,668,783</b>	<b>\$30,013,326</b>	<b>\$29,061,143</b>	<b>5.0%</b>	<b>-3.2%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$6,826,019	\$7,111,423	\$6,963,708	\$7,098,915	-0.2%	1.9%
Materials & Supplies	402,698	513,352	576,687	549,119	7.0%	-4.8%
Contractual	7,126,519	8,171,053	7,987,555	7,941,779	-2.8%	-0.6%
NTMWD	7,659,694	8,756,380	8,079,834	8,431,056	-3.7%	4.3%
Sundry	116,910	119,512	124,334	121,359	1.5%	-2.4%
Reimbursements	101,499	104,026	104,085	106,892	2.8%	2.7%
Subtotal	\$22,233,339	\$24,775,746	\$23,836,203	\$24,249,120	-2.1%	1.7%
Capital Outlay	217,421	53,000	1,253,858	579,500	993.4%	-53.8%
<b>TOTAL OPERATIONS</b>	<b>\$22,450,760</b>	<b>\$24,828,746</b>	<b>\$25,090,061</b>	<b>\$24,828,620</b>	<b>0.0%</b>	<b>-1.0%</b>
Transfer to General Fund	\$907,990	\$1,169,290	\$1,169,290	\$1,483,735	26.9%	26.9%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to Loss Fund	341,199	341,199	335,673	325,571	-4.6%	-3.0%
<b>TOTAL TRANSFERS</b>	<b>\$1,309,189</b>	<b>\$1,570,489</b>	<b>\$1,564,963</b>	<b>\$1,869,307</b>	<b>19.0%</b>	<b>19.4%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$23,759,949</b>	<b>\$26,399,235</b>	<b>\$26,655,024</b>	<b>\$26,697,927</b>	<b>1.1%</b>	<b>0.2%</b>
<b>WORKING CAPITAL</b>	<b>\$5,402,779</b>	<b>\$1,269,548</b>	<b>\$3,358,302</b>	<b>\$2,363,216</b>	<b>86.1%</b>	<b>-29.6%</b>
<b>Days of Operation</b>				<b>35</b>		

## MUNICIPAL DRAINAGE UTILITY

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$5,242,444</b>	<b>\$1,374,491</b>	<b>\$3,005,289</b>	<b>\$1,749,364</b>	<b>27.3%</b>	<b>-41.8%</b>
<b>Revenues</b>						
Environmental Assessment Fees:						
Residential Class Fees	\$3,667,356	\$3,663,032	\$3,732,591	\$3,749,388	2.4%	0.4%
Commercial Class Fees	3,473,860	3,541,586	\$3,535,653	3,551,563	0.3%	0.4%
Miscellaneous	6,430	6,000	6,000	6,000	0.0%	0.0%
Interest Income	28,208	20,000	20,000	15,300	-23.5%	-23.5%
<b>TOTAL REVENUES</b>	<b>\$7,175,854</b>	<b>\$7,230,619</b>	<b>\$7,294,244</b>	<b>\$7,322,251</b>	<b>1.3%</b>	<b>0.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$12,418,298</b>	<b>\$8,605,110</b>	<b>\$10,299,533</b>	<b>\$9,071,615</b>	<b>5.4%</b>	<b>-11.9%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$1,816,667	\$1,905,606	\$1,936,018	\$1,990,914	4.5%	2.8%
Materials & Supplies	279,487	357,338	379,722	365,469	2.3%	-3.8%
Contractual	679,481	750,327	894,773	752,600	0.3%	-15.9%
Sundry	30,636	2,522	2,922	4,782	89.6%	63.7%
Reimbursements	475,295	548,562	526,594	578,106	5.4%	9.8%
Subtotal	\$3,281,566	\$3,564,355	\$3,740,029	\$3,691,871	3.6%	-1.3%
Capital Outlay	12,569	0	7,000	0	0.0%	-100.0%
<b>TOTAL OPERATIONS</b>	<b>\$3,294,135</b>	<b>\$3,564,355</b>	<b>\$3,747,029</b>	<b>\$3,691,871</b>	<b>3.6%</b>	<b>-1.5%</b>
Transfer to General Fund	\$501,191	\$504,323	\$508,777	\$511,067	1.3%	0.4%
Transfer to Drainage CIP	2,500,000	0	0	0	0.0%	0.0%
Transfer to Capital Reserve Fund	500,000	500,000	500,000	500,000	0.0%	0.0%
Transfer to Technology Fund	20,000	20,000	50,000	20,000	0.0%	-60.0%
Transfer to Revenue Debt	2,597,683	2,666,257	2,550,382	2,436,925	-8.6%	-4.4%
<b>TOTAL TRANSFERS</b>	<b>\$6,118,874</b>	<b>\$3,690,580</b>	<b>\$3,609,159</b>	<b>\$3,467,992</b>	<b>-6.0%</b>	<b>-3.9%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$9,413,009</b>	<b>\$7,254,935</b>	<b>\$7,356,188</b>	<b>\$7,159,863</b>	<b>-1.3%</b>	<b>-2.7%</b>
<b>EST. RESERVE REQUIREMENT</b>	<b>0</b>	<b>0</b>	<b>1,193,981</b>	<b>0</b>	<b>0.0%</b>	<b>-100.0%</b>
<b>WORKING CAPITAL</b>	<b>\$3,005,289</b>	<b>\$1,350,175</b>	<b>\$1,749,364</b>	<b>\$1,911,752</b>	<b>41.6%</b>	<b>9.3%</b>
Days of Operation				189		

## RECREATION REVOLVING

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	\$1,923,122	\$2,050,645	\$2,141,891	\$388,071	-81.1%	-81.9%
<b>Revenues</b>						
Recreation Fees	\$3,544,095	\$3,786,737	\$3,431,885	\$4,004,619	5.8%	16.7%
Contributions	2,298	10,000	1,355	4,355	-56.5%	221.4%
Interest Income	23,526	15,000	15,000	15,000	0.0%	0.0%
Miscellaneous	88,944	60,000	57,775	57,775	-3.7%	0.0%
<b>TOTAL REVENUES</b>	<b>\$3,658,863</b>	<b>\$3,871,737</b>	<b>\$3,506,015</b>	<b>\$4,081,749</b>	<b>5.4%</b>	<b>16.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$5,581,985</b>	<b>\$5,922,381</b>	<b>\$5,647,906</b>	<b>\$4,469,820</b>	<b>-24.5%</b>	<b>-20.9%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$1,261,883	\$1,521,569	\$1,564,988	\$1,601,239	5.2%	2.3%
Materials & Supplies	185,704	220,473	243,887	206,427	-6.4%	-15.4%
Contractual	1,776,276	1,807,058	1,740,847	1,782,054	-1.4%	2.4%
Sundry	27,960	34,679	34,812	34,329	-1.0%	-1.4%
Subtotal	\$3,251,823	\$3,583,779	\$3,584,534	\$3,624,049	1.1%	1.1%
Capital Outlay	0	0	1,500,000	200,000	100.0%	-86.7%
<b>TOTAL OPERATIONS</b>	<b>\$3,251,823</b>	<b>\$3,583,779</b>	<b>\$5,084,534</b>	<b>\$3,824,049</b>	<b>6.7%</b>	<b>-24.8%</b>
Transfer to General Fund	\$188,271	\$193,587	\$175,301	\$204,087	5.4%	16.4%
<b>TOTAL TRANSFERS</b>	<b>\$188,271</b>	<b>\$193,587</b>	<b>\$175,301</b>	<b>\$204,087</b>	<b>5.4%</b>	<b>16.4%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$3,440,094</b>	<b>\$3,777,366</b>	<b>\$5,259,835</b>	<b>\$4,028,136</b>	<b>6.6%</b>	<b>-23.4%</b>
<b>WORKING CAPITAL</b>	<b>\$2,141,891</b>	<b>\$2,145,015</b>	<b>\$388,071</b>	<b>\$441,684</b>	<b>-79.4%</b>	<b>13.8%</b>
Days of Operation				42		

## GOLF COURSE

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$147,342</b>	<b>\$47,727</b>	<b>\$131,220</b>	<b>\$96,909</b>	<b>103.0%</b>	<b>-26.1%</b>
<b>Revenues</b>						
Golf Fees	\$809,300	\$910,000	\$910,000	\$964,095	5.9%	5.9%
Concessions	60,986	60,531	60,531	60,803	0.4%	0.4%
Interest Income	919	800	800	800	0.0%	0.0%
Miscellaneous	84,359	0	0	0	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$955,564</b>	<b>\$971,330</b>	<b>\$971,331</b>	<b>\$1,025,697</b>	<b>5.6%</b>	<b>5.6%</b>
<b>TOTAL RESOURCES</b>	<b>\$1,102,906</b>	<b>\$1,019,057</b>	<b>\$1,102,551</b>	<b>\$1,122,607</b>	<b>10.2%</b>	<b>1.8%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$618,172	\$623,959	\$627,037	\$633,397	1.5%	1.0%
Supplies	123,522	126,800	123,371	136,225	7.4%	10.4%
Contractual Services	186,421	174,265	204,817	202,407	16.1%	-1.2%
Sundry Charges	1,799	1,850	1,850	2,050	10.8%	10.8%
Subtotal	\$929,914	\$926,874	\$957,075	\$974,079	5.1%	1.8%
Capital Outlay	0	0	0	0	0.0%	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$929,914</b>	<b>\$926,874</b>	<b>\$957,075</b>	<b>\$974,079</b>	<b>5.1%</b>	<b>1.8%</b>
Transfer to General Fund	41,772	48,566	48,567	51,285	5.6%	5.6%
<b>TOTAL TRANSFERS</b>	<b>\$41,772</b>	<b>\$48,566</b>	<b>\$48,567</b>	<b>\$51,285</b>	<b>5.6%</b>	<b>5.6%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$971,686</b>	<b>\$975,440</b>	<b>\$1,005,642</b>	<b>\$1,025,364</b>	<b>5.1%</b>	<b>2.0%</b>
<b>WORKING CAPITAL</b>	<b>\$131,220</b>	<b>\$43,618</b>	<b>\$96,909</b>	<b>\$97,244</b>	<b>122.9%</b>	<b>0.3%</b>
Days of Operation				36		

## PROPERTY & LIABILITY LOSS FUND

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$1,801,059</b>	<b>\$1,703,573</b>	<b>\$2,762,888</b>	<b>\$1,767,366</b>	<b>3.7%</b>	<b>-36.0%</b>
<b>Resources</b>						
General Fund Transfer In	\$4,136,027	\$4,000,000	\$3,700,000	\$3,700,000	-7.5%	0.0%
Water & Sewer Fund Transfer In	773,556	773,556	671,769	655,086	-15.3%	-2.5%
Sustain. & Env. Svcs. Fund Transfer In	341,199	341,199	335,673	325,571	-4.6%	-3.0%
Claims Recovered	415,678	200,000	200,000	200,000	0.0%	0.0%
Interest Earned	50,677	30,000	50,000	50,000	66.7%	0.0%
<b>TOTAL REVENUES</b>	<b>\$5,717,137</b>	<b>\$5,344,755</b>	<b>\$4,957,442</b>	<b>\$4,930,658</b>	<b>-7.7%</b>	<b>-0.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$7,518,196</b>	<b>\$7,048,328</b>	<b>\$7,720,330</b>	<b>\$6,698,024</b>	<b>-5.0%</b>	<b>-13.2%</b>
<b>APPROPRIATIONS</b>						
Workers' Compensation	\$1,936,714	\$2,302,058	\$2,302,058	\$2,302,058	0.0%	0.0%
Judgements and Damages	1,104,174	1,200,000	1,200,000	1,200,000	0.0%	0.0%
Risk Management Operations	1,714,420	2,137,649	2,450,906	2,249,239	5.2%	-8.2%
<b>TOTAL APPROPRIATIONS</b>	<b>\$4,755,308</b>	<b>\$5,639,707</b>	<b>\$5,952,964</b>	<b>\$5,751,297</b>	<b>2.0%</b>	<b>-3.4%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$2,762,888</b>	<b>\$1,408,621</b>	<b>\$1,767,366</b>	<b>\$946,727</b>	<b>-32.8%</b>	<b>-46.4%</b>

## HUD GRANTS

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>TOTAL HUD REVENUES</b>	<b>\$1,816,487</b>	<b>\$1,670,305</b>	<b>\$1,718,805</b>	<b>\$1,695,895</b>	<b>1.5%</b>	<b>-1.3%</b>
<b>APPROPRIATIONS</b>						
<b>CDBG:</b>						
Housing Rehabilitation	\$1,146,551	\$825,996	\$1,064,568	\$820,696	-0.6%	-22.9%
Administrative	235,066	236,614	236,614	236,612	0.0%	0.0%
Homelessness Prevention	68,000	86,461	86,461	102,000	18.0%	18.0%
Homeownership Program	47,804	45,000	45,000	45,996	2.2%	2.2%
Boys and Girls Clubs of Collin County	40,714	0	0	35,000	100.0%	100.0%
Collin County Committee on Aging	0	27,000	27,000	0	-100.0%	-100.0%
LaunchAbility	7,623	0	0	0	0.0%	0.0%
Samaritan Inn	40,000	40,000	40,000	60,256	50.6%	50.6%
Texas Muslim Women's Foundation	26,940	25,000	25,000	0	-100.0%	-100.0%
Galaxy Counseling Center	3,193	0	0	0	0.0%	0.0%
Jewish Family Services	0	17,000	17,000	0	-100.0%	-100.0%
<b>Sub-Total CDBG:</b>	<b>\$1,615,891</b>	<b>\$1,303,071</b>	<b>\$1,541,643</b>	<b>\$1,300,560</b>	<b>-0.2%</b>	<b>-15.6%</b>
<b>HOME:</b>						
Housing Rehabilitation	\$0	\$161,186	\$60,000	\$126,682	-21.4%	111.1%
Administrative	38,663	36,048	36,048	38,653	7.2%	7.2%
Homeownership Program (ADDI)	4,310	0	36,114	0	0.0%	-100.0%
CHDO Operating Exp	19,265	0	0	19,000	100.0%	100.0%
Plano Housing Corporation	0	0	0	101,000	100.0%	100.0%
Habitat for Humanity of South Collin County	119,250	120,000	20,000	60,000	-50.0%	200.0%
Christ United Methodist Church	19,108	50,000	25,000	50,000	0.0%	100.0%
<b>Sub-Total HOME:</b>	<b>\$200,596</b>	<b>\$367,234</b>	<b>\$177,162</b>	<b>\$395,335</b>	<b>7.7%</b>	<b>123.1%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,816,487</b>	<b>\$1,670,305</b>	<b>\$1,718,805</b>	<b>\$1,695,895</b>	<b>1.5%</b>	<b>-1.3%</b>

**PTV FUND**

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$1,182,429</b>	<b>\$526,859</b>	<b>\$1,744,112</b>	<b>\$233,464</b>	<b>-55.7%</b>	<b>-86.6%</b>
<b>Revenues</b>						
Plano Television Network Fee	\$888,806	\$898,346	\$898,346	\$906,431	0.9%	0.9%
Interest Income	13,165	10,000	10,000	10,000	0.0%	0.0%
Transfer In Gen Fund - Franch. Fees	250,000	250,000	250,000	250,000	0.0%	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%	0.0%
Miscellaneous	0	500	500	500	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$1,401,971</b>	<b>\$1,408,846</b>	<b>\$1,408,846</b>	<b>\$1,416,931</b>	<b>0.6%</b>	<b>0.6%</b>
<b>TOTAL RESOURCES</b>	<b>\$2,584,400</b>	<b>\$1,935,705</b>	<b>\$3,152,958</b>	<b>\$1,650,395</b>	<b>-14.7%</b>	<b>-47.7%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Salaries & Wages	\$477,008	\$596,492	\$598,504	\$605,054	1.4%	1.1%
Materials & Supplies	63,821	47,400	63,301	30,920	-34.8%	-51.2%
Contractual	221,039	355,359	475,995	401,380	13.0%	-15.7%
Equipment Reserve	0	489,400	489,400	200,000	-59.1%	-59.1%
Subtotal	761,868	1,488,651	1,627,200	1,237,354	-16.9%	-24.0%
Capital Outlay	78,420	300,000	1,292,294	300,000	0.0%	-76.8%
<b>TOTAL APPROPRIATIONS</b>	<b>840,288</b>	<b>1,788,651</b>	<b>2,919,494</b>	<b>1,537,354</b>	<b>-14.0%</b>	<b>-47.3%</b>
<b>WORKING CAPITAL</b>	<b>\$1,744,112</b>	<b>\$147,054</b>	<b>\$233,464</b>	<b>\$113,041</b>	<b>-23.1%</b>	<b>-51.6%</b>
<b>Days of Operation</b>				27		

## CRIMINAL INVESTIGATION

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$2,374,396</b>	<b>\$2,834,116</b>	<b>\$5,468,768</b>	<b>\$4,926,285</b>	<b>73.8%</b>	<b>-9.9%</b>
Forfeited Property	\$53,133	\$41,000	\$37,500	\$37,500	-8.5%	0.0%
Equitable Sharing	4,244,118	200,000	137,532	225,000	12.5%	63.6%
Interest	25,863	15,000	15,000	0	-100.0%	-100.0%
Auction Proceeds	37,550	8,000	11,385	10,000	25.0%	-12.2%
Grants and Miscellaneous	19,780	0	0	0	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$4,380,444</b>	<b>\$264,000</b>	<b>\$201,417</b>	<b>\$272,500</b>	<b>3.2%</b>	<b>35.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$6,754,840</b>	<b>\$3,098,116</b>	<b>\$5,670,185</b>	<b>\$5,198,785</b>	<b>67.8%</b>	<b>-8.3%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Materials & Supplies	\$55,158	\$336,000	\$218,640	\$183,931	-45.3%	-15.9%
Contractual - Professional	16,109	160,000	335,000	96,000	-40.0%	-71.3%
Reimbursements to Other Funds	25,805	0	0	0	0.0%	0.0%
Capital Outlay	1,189,000	635,000	190,260	532,542	-16.1%	179.9%
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,286,072</b>	<b>\$1,131,000</b>	<b>\$743,900</b>	<b>\$812,473</b>	<b>-28.2%</b>	<b>9.2%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$5,468,768</b>	<b>\$1,967,116</b>	<b>\$4,926,285</b>	<b>\$4,386,312</b>	<b>123.0%</b>	<b>-11.0%</b>

## TECHNOLOGY FUND

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$8,942,826</b>	<b>\$2,519,733</b>	<b>\$7,722,812</b>	<b>\$3,732,664</b>	<b>48.1%</b>	<b>-51.7%</b>
<b>Revenues</b>						
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%	0.0%
Water & Sewer Fund	300,000	300,000	690,000	300,000	0.0%	-56.5%
Sustainability & Environmental	60,000	60,000	140,000	60,000	0.0%	-57.1%
Municipal Drainage Fund	20,000	20,000	50,000	20,000	0.0%	-60.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Technology Services Fund	0	1,500,000	1,500,000	0	-100.0%	-100.0%
Interest Earnings	64,149	32,171	42,600	30,650	-4.7%	-28.1%
Transfer In: Public Safety Tech Fund	2,132,137	0	0	0	0.0%	0.0%
Transfer In: Tech Infrastructure Fund	59,059	0	0	0	0.0%	0.0%
Tax Note Sale	5,900,000	0	0	15,000,000	100.0%	100.0%
<b>TOTAL REVENUES</b>	<b>\$9,555,345</b>	<b>\$2,932,171</b>	<b>\$3,442,600</b>	<b>\$16,430,650</b>	<b>460.4%</b>	<b>377.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$18,498,171</b>	<b>\$5,451,904</b>	<b>\$11,165,412</b>	<b>\$20,163,314</b>	<b>269.8%</b>	<b>80.6%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Fund 62 Projects	\$1,754,966	\$1,951,651	\$4,568,634	\$1,400,000	-28.3%	-69.4%
Fund 29 Projects	8,770,393	1,795,000	2,614,114	15,000,000	735.7%	473.8%
<b>TOTAL OPERATIONS</b>	<b>\$10,525,359</b>	<b>\$3,746,651</b>	<b>\$7,182,748</b>	<b>\$16,400,000</b>	<b>337.7%</b>	<b>128.3%</b>
Transfer to PTV	250,000	250,000	250,000	250,000	0.0%	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>0.0%</b>	<b>0.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$10,775,359</b>	<b>\$3,996,651</b>	<b>\$7,432,748</b>	<b>\$16,650,000</b>	<b>316.6%</b>	<b>124.0%</b>
<b>WORKING CAPITAL</b>	<b>\$7,722,812</b>	<b>\$1,455,253</b>	<b>\$3,732,664</b>	<b>\$3,513,314</b>	<b>141.4%</b>	<b>-5.9%</b>

## TS REPLACEMENT FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$2,332,669</b>	<b>\$658,178</b>	<b>\$1,785,018</b>	<b>\$1,161,237</b>	<b>76.4%</b>	<b>-34.9%</b>
<b>Revenues</b>						
General Fund	\$492,151	\$631,718	\$968,882	\$968,883	53.4%	0.0%
PTV Fund	3,173	3,925	5,125	5,125	30.6%	0.0%
Municipal Court Technology	488	563	733	733	30.2%	0.0%
Water & Sewer Fund	23,764	30,756	46,192	46,192	50.2%	0.0%
Sustainability & Environ. Svcs.	11,955	14,450	17,308	17,308	19.8%	0.0%
Convention & Tourism	9,717	12,744	25,942	25,942	103.6%	0.0%
Municipal Drainage	1,890	1,675	3,658	3,658	118.4%	0.0%
Golf Course	731	1,125	1,467	1,467	30.4%	0.0%
Recreation Revolving	488	563	733	733	30.2%	0.0%
Equipment Maintenance	5,614	6,713	8,775	8,775	30.7%	0.0%
Municipal Warehouse	976	1,125	1,467	1,467	30.4%	0.0%
Property/Liability Loss	4,898	5,550	8,525	8,525	53.6%	0.0%
Technology Services	48,168	62,938	94,967	94,967	50.9%	0.0%
Traffic Safety Fund	244	656	1,242	1,242	89.3%	0.0%
Interest	17,071	15,000	18,142	15,000	0.0%	-17.3%
Miscellaneous	4,295	11,500	11,500	11,500	0.0%	0.0%
Transfer from General Fund	0	500,000	500,000	500,000	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$625,623</b>	<b>\$1,301,001</b>	<b>\$1,714,658</b>	<b>\$1,711,517</b>	<b>31.6%</b>	<b>-0.2%</b>
<b>TOTAL RESOURCES</b>	<b>\$2,958,292</b>	<b>\$1,959,179</b>	<b>\$3,499,676</b>	<b>\$2,872,754</b>	<b>46.6%</b>	<b>-17.9%</b>
<b>APPROPRIATIONS</b>						
<b>Operating Expense</b>						
Printer & Plotter Replacement	\$28,932	\$0	\$0	\$0	0.0%	0.0%
PC, Laptop & Tablet Replacement	522,676	619,291	619,313	960,800	55.1%	55.1%
Servers, Switches, Routers & SAN	621,666	596,000	1,719,125	46,000	-92.3%	-97.3%
Camera Replacement	0	0	0	500,000	100.0%	100.0%
RFID Replacement	0	0	0	143,000	100.0%	100.0%
<b>TOTAL OPERATIONS</b>	<b>\$1,173,274</b>	<b>\$1,215,291</b>	<b>\$2,338,438</b>	<b>\$1,649,800</b>	<b>35.8%</b>	<b>-29.4%</b>
Transfer to Technology Fund	0	0	0	0	0.0%	0.0%
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,173,274</b>	<b>\$1,215,291</b>	<b>\$2,338,438</b>	<b>\$1,649,800</b>	<b>35.8%</b>	<b>-29.4%</b>
<b>WORKING CAPITAL</b>	<b>\$1,785,018</b>	<b>\$743,888</b>	<b>\$1,161,237</b>	<b>\$1,222,954</b>	<b>64.4%</b>	<b>5.3%</b>

## GENERAL OBLIGATION DEBT SERVICE

	Actual 2014-15	Budget 2015-16	Re-Est 2015-16	Budget 2016-17	Variance	
					Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$3,340,771</b>	<b>\$3,427,459</b>	<b>\$3,701,797</b>	<b>\$2,973,761</b>	<b>-13.2%</b>	<b>-19.7%</b>
<b>Revenues</b>						
Ad Valorem Tax						
Current	\$40,883,242	\$39,499,579	\$39,499,579	\$40,648,638	2.9%	2.9%
Delinquent	382,794	409,768	509,768	422,536	3.1%	-17.1%
Penalty & Interest	207,034	163,907	163,907	169,014	3.1%	3.1%
Fund Interest Income	204,580	120,000	200,000	200,000	66.7%	0.0%
Police Academy Reimbursement	151,423	151,516	151,516	151,804	0.2%	0.2%
<b>TOTAL REVENUES</b>	<b>\$41,829,073</b>	<b>\$40,344,771</b>	<b>\$40,524,770</b>	<b>\$41,591,993</b>	<b>3.1%</b>	<b>2.6%</b>
<b>TOTAL RESOURCES</b>	<b>\$45,169,844</b>	<b>\$43,772,230</b>	<b>\$44,226,567</b>	<b>\$44,565,754</b>	<b>1.8%</b>	<b>0.8%</b>
<b>APPROPRIATIONS</b>						
<b>Bond and Certificates</b>						
Principal	\$24,650,000	\$25,250,000	\$26,060,000	\$24,955,000	-1.2%	-4.2%
Interest	11,612,291	12,321,459	12,295,181	12,926,265	4.9%	5.1%
Transfer to Tech Infrastructure & Public Art	189,019	0	0	0	0.0%	0.0%
Transfer to Tax Notes MotoMesh&Radio System R	2,769,281	0	0	0	0.0%	0.0%
Transfer to Tax Notes Radio Sys Repl	1,012,275	1,020,075	1,020,075	0	-100.0%	-100.0%
Transfer to CO's Radio Sys Repl	906,625	906,000	906,000	905,400	-0.1%	-0.1%
Transfer to Tax Notes Radio Repl, PLL, Phone Sys	319,656	971,550	971,550	996,500	2.6%	2.6%
Exchanges Fees & Bond Sale Expense	8,900	9,500	0	9,500	0.0%	100.0%
Subtotal	\$41,468,047	\$40,478,585	\$41,252,806	\$39,792,665	-1.7%	-3.5%
<b>New Debt Projection</b>	<b>0</b>	<b>930,000</b>	<b>0</b>	<b>1,721,779</b>	<b>85.1%</b>	<b>100.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$41,468,047</b>	<b>\$41,408,585</b>	<b>\$41,252,806</b>	<b>\$41,514,444</b>	<b>0.3%</b>	<b>0.6%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$3,701,797</b>	<b>\$2,363,645</b>	<b>\$2,973,761</b>	<b>\$3,051,310</b>	<b>29.1%</b>	<b>2.6%</b>

## WATER & SEWER DEBT SERVICE

	Actual	Budget	Re-Est	Budget	Variance	
	2014-15	2015-16	2015-16	2016-17	Bud to Bud	Est to Bud
<b>RESERVE FUND</b>						
<b>WORKING CAPITAL</b>	\$0	\$0	\$0	\$0	0.0%	0.0%
Fund Interest Income	0	0	0	0	0.0%	0.0%
Transfer from W&S Reserve Fund	0	0	0	0	0.0%	0.0%
<b>TOTAL</b>	\$0	\$0	\$0	\$0	0.0%	0.0%
<b>FUND BALANCE</b>	\$0	\$0	\$0	\$0	0.0%	0.0%
<b>SINKING FUND</b>						
<b>WORKING CAPITAL</b>	\$0	\$0	\$0	\$800,454	100.0%	100.0%
Transfer In (W & S Fund)	0	910,625	798,458	1,916,664	110.5%	140.0%
Fund Interest Income	0	2,277	1,996	4,792	110.5%	140.0%
<b>TOTAL</b>	\$0	\$912,902	\$800,454	\$1,921,455	110.5%	140.0%
<b>TOTAL RESOURCES</b>	\$0	\$912,902	\$800,454	\$2,721,910	198.2%	240.0%
<b>APPROPRIATIONS</b>						
Principal	\$0	\$0	\$0	\$930,000	100.0%	100.0%
Interest	0	910,625	0	907,225	-0.4%	100.0%
Fees	0	0	0	0	0.0%	0.0%
Subtotal	\$0	\$910,625	\$0	\$1,837,225	101.8%	100.0%
<b>TOTAL APPROPRIATIONS</b>	\$0	\$910,625	\$0	\$1,837,225	101.8%	100.0%
<b>WORKING CAPITAL</b>	\$0	\$2,277	\$800,454	\$884,685	38760.6%	10.5%



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/2016		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matt Yager, x5220</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    CAPITAL PROJECT FUNDS</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving fund appropriations that make up the City of Plano's Community Investment Program relates to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2016-17, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditures Summary			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017; 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, 2016, 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 2016-17; 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 2016-17 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, 2016 and ending September 30, 2017, 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.	Police & Courts Facilities Fund	300,000
B.	Public Safety & Fire Facilities Fund	500,000
C.	Library Facilities Fund	350,000
D.	Park Improvements Fund	19,398,261
E.	Recreation Centers Fund	7,600,000
F.	Carpenter Recreation Center Fund	7,500
G.	Public Infrastructure Improvements Fund	6,000,000
H.	Street Improvements Fund	54,962,825
I.	Street Enhancements Fund	500,000
J.	Technology Improvements Fund	15,000,000
K.	Public Art Fund	135,000
L.	Park Fee Program	1,080,000
M.	Capital Reserve Fund	47,216,600
N.	Municipal Drainage CIP Fund	8,090,500
O.	Water Projects Fund	16,823,654
P.	Sewer Projects Fund	32,635,000

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

**DULY PASSED AND APPROVED this the 12<sup>th</sup> day of September, 2016.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**COMBINED EXPENDITURE SUMMARY**

**(Includes All Resources)**

<b>Project Expenditures</b>	<b>Re-Estimate</b>							<b>Total</b>
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Future</b>	
Fire & Public Safety Facilities	6,215,965	500,000	3,300,000	21,200,000	0	0	0	31,215,965
Library Facilities	727,159	350,000	525,000	4,930,000	5,015,000	4,705,000	0	16,252,159
Police & Court Facilities	325,430	300,000	0	1,200,000	10,800,000	0	0	12,625,430
Animal Shelter	337,645	0	0	0	0	0	0	337,645
Joint Use Facility	534,482	0	0	0	0	0	0	534,482
Service Center Facilities	125,000	0	0	0	400,000	3,600,000	0	4,125,000
Park Improvements	32,199,266	19,398,261	21,990,000	20,600,000	25,250,000	26,500,000	60,500,000	206,437,527
Carpenter Rec Center	634,602	7,500	0	0	0	0	0	642,102
Recreation Center	19,866,771	7,600,000	4,400,000	700,000	10,150,000	9,000,000	8,500,000	60,216,771
Public Infrastructure Improvements	4,956,000	6,000,000	4,500,000	0	0	0	0	15,456,000
Historic Preservation	0	0	3,750,000	3,750,000	3,750,000	3,750,000	0	15,000,000
Street Improvements	28,231,305	54,962,825	34,911,000	38,000,000	23,930,000	25,585,000	27,160,000	232,780,130
Street Enhancements	<u>1,777,617</u>	<u>500,000</u>	<u>375,000</u>	<u>375,000</u>	<u>375,000</u>	<u>375,000</u>	<u>0</u>	<u>3,777,617</u>
<b>Total General Obligation</b>	<b>95,931,242</b>	<b>89,618,586</b>	<b>73,751,000</b>	<b>90,755,000</b>	<b>79,670,000</b>	<b>73,515,000</b>	<b>96,160,000</b>	<b>599,400,828</b>
Public Art	0	135,000	0	0	0	0	0	135,000
Technology Improvements	<u>2,614,115</u>	<u>15,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,614,115</u>
<b>Total Short Term Debt</b>	<b>2,614,115</b>	<b>15,135,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,749,115</b>
Municipal Drainage	<u>2,051,936</u>	<u>8,090,500</u>	<u>4,003,000</u>	<u>2,243,000</u>	<u>2,200,000</u>	<u>2,200,000</u>	<u>9,745,000</u>	<u>30,533,436</u>
<b>Total Revenue Bond</b>	<b>2,051,936</b>	<b>8,090,500</b>	<b>4,003,000</b>	<b>2,243,000</b>	<b>2,200,000</b>	<b>2,200,000</b>	<b>9,745,000</b>	<b>30,533,436</b>
Park Fee Program	331,000	1,080,000	760,000	850,000	0	200,000	0	3,221,000
DART Local Assistance	422,308	0	0	0	0	0	0	422,308
Capital Reserve:								
Streets & Drainage Projects	18,255,150	26,725,000	27,825,000	27,985,000	28,075,000	28,175,000	27,835,000	184,875,150
Park Improvement Projects	13,775,322	10,480,000	9,305,000	8,465,000	7,065,000	7,185,000	20,485,000	76,760,322
Municipal Facilities Projects	7,124,349	9,245,600	3,919,000	4,064,885	6,862,000	2,577,000	0	33,792,834
Other Projects	<u>1,726,722</u>	<u>766,000</u>	<u>766,000</u>	<u>866,000</u>	<u>866,000</u>	<u>951,000</u>	<u>951,000</u>	<u>6,892,722</u>
<b>Total Other Funds</b>	<b>41,634,851</b>	<b>48,296,600</b>	<b>42,575,000</b>	<b>42,230,885</b>	<b>42,868,000</b>	<b>39,088,000</b>	<b>49,271,000</b>	<b>305,964,336</b>
Water	5,389,366	16,823,654	11,286,000	19,610,000	7,160,000	7,210,000	5,110,000	72,589,020
Sewer	<u>14,409,289</u>	<u>32,635,000</u>	<u>8,395,000</u>	<u>6,770,000</u>	<u>7,200,000</u>	<u>6,200,000</u>	<u>8,700,000</u>	<u>84,309,289</u>
<b>Total Water &amp; Sewer</b>	<b>19,798,655</b>	<b>49,458,654</b>	<b>19,681,000</b>	<b>26,380,000</b>	<b>14,360,000</b>	<b>13,410,000</b>	<b>13,810,000</b>	<b>156,898,309</b>
<b>TOTAL</b>	<b>162,030,799</b>	<b>210,599,340</b>	<b>140,010,000</b>	<b>161,608,885</b>	<b>139,098,000</b>	<b>128,213,000</b>	<b>168,986,000</b>	<b>1,110,546,024</b>



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/16		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2016 and terminating September 30, 2017, and providing an effective date. Public Hearings held August 22, 2016 and August 31, 2016.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adopting the Tax Rate relates to the City goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This Ordinance sets the ad valorem tax rate for 2016-17 at \$.4786 cents per \$100 assessed valuation, to be distributed as follows:				
\$.3556 for Operation & Maintenance \$.1230 for General Obligation Debt <hr style="width: 20%; margin-left: 0;"/> \$.4786 Total Tax Rate				
THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.				
THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.49 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.60.				



# CITY OF PLANO COUNCIL AGENDA ITEM

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

**An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2016 and terminating September 30, 2017 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 2016-17, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2015-16; 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 2016-17 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

**WHEREAS**, the proposed Tax Rate does exceed the Effective Tax Rate by 2.06 cents or 4.49%; 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 2016-17 should be approved and adopted for Fiscal Year 2016-17.

**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 2016-17 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:

\$ .3556	for purposes of General Fund maintenance and operation.
\$ .1230	for payment of principal and interest on all General Obligation Bond funded debt of this City.

<hr/>	
\$ .4786	Total Tax Rate

**Section II.** The Tax Assessor of the City of Plano is hereby directed to assess for the 2016-17 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 12<sup>th</sup> day of September 2016.

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Harry LaRosiliere, **MAYOR**

ATTEST:

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Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

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Paige Mims, **CITY ATTORNEY**



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/12/16		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, ratifying the property tax revenue in the 2016-17 Budget as a result of the City receiving more revenues from property taxes in the 2016-17 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 22, 2016 and August 31, 2016.)				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: An Ordinance ratifying the property tax revenue increase relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
As required by Local Government Code 102.007, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council (a) one vote to adopt the Budget, and (b) one vote to adopt the tax rate, and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.				
This Ordinance ratifies the property tax revenue increase as reflected in the 2016-17 Budget by adding the following statement:				
'THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$11,577,061 OR 7.5% AND OF THAT AMOUNT \$3,592,887 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.'				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas ratifying the property tax revenue in the 2016-17 Budget as a result of the City receiving more revenues from property taxes in the 2016-17 Budget than in the previous fiscal year; and providing an effective date.**

**WHEREAS**, Local Government Code 102.007 relating to Adoption of the Budget, 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 2016-17 Budget has an increase in property tax revenues as compared to the previous year; and,

**WHEREAS**, as a result of the approval of the 2016-17 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 2016-17 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$11,577,061 OR 7.5%, AND OF THAT AMOUNT \$3,592,887 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 12<sup>th</sup> day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DATE:** September 7, 2016  
**TO:** Honorable Mayor & City Council  
**FROM:** John Muns, Chair, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of September 6, 2016

**AGENDA ITEM NO. 5 - PUBLIC HEARING  
ZONING CASE 2016-022  
APPLICANT: WEST PARKER SHOPPING CENTER LP**

Request for a Specific Use Permit for Trade School on 0.1 acre located 207 feet east of Independence Parkway, 475 feet north of Parker Road. Zoned Retail. Project #ZC2016-022.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

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

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

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

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** September 12, 2016 (To view the agenda for this meeting, see [www.plano.gov](http://www.plano.gov))

**PUBLIC HEARING - ORDINANCE**

RA/ts

xc: Mark O'Briant, West Parker Shopping Center  
Justin Marco, I.T.S Academy of Beauty

<https://goo.gl/maps/JKTAZ6ANEq72>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

September 06, 2016

**Agenda Item No. 5**

**Public Hearing:** Zoning Case 2016-022

**Applicant:** West Parker Shopping Center LP

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**DESCRIPTION:**

Request for a Specific Use Permit for Trade School on 0.1 acre located 207 feet east of Independence Parkway, 475 feet north of Parker Road. Zoned Retail. Project #ZC2016-022.

**REMARKS:**

The subject property is a 5,500 square foot lease space within an existing retail shopping center. The applicant is requesting a Specific Use Permit (SUP) for Trade School. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application. The Zoning Ordinance defines trade schools as establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation.

The subject property is zoned Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing.

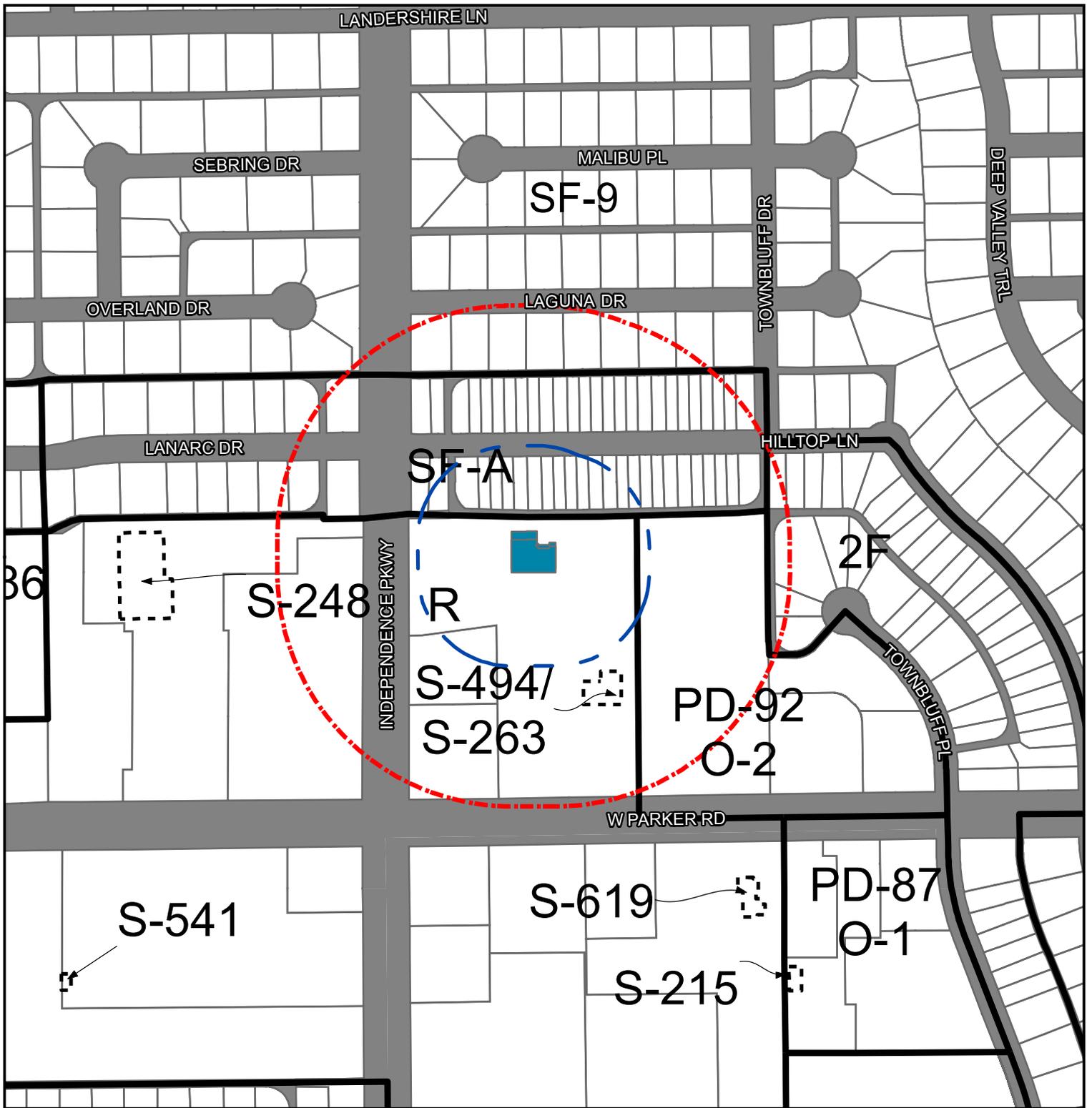
To the north of the subject property is a single-family residential development zoned Single-Family Residence Attached (SF-A). To the east is a U.S. Post Office building zoned Planned Development-92-General Office (PD-92-O-2). To the south, across Parker Road, and to the west across Independence Parkway are existing retail developments zoned R.

The requested trade school would provide instruction in cosmetology, and the subject property has adequate parking to accommodate the additional use. The attached letter from the applicant provides additional details regarding the request. The trade school is a complimentary use to the existing 62,000 square foot development which includes a

variety of other uses including retail, restaurant, personal service shop, and health/fitness center. The trade school will provide benefit to future students through career training and will not be detrimental to surrounding properties and residents. For these reasons, staff is in support of the request.

**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2016-022

Existing Zoning: Retail (R)

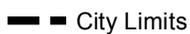
Proposed Zoning: Request for Specific Use Permit (SUP) for Trade School

 500' Courtesy Notification Buffer

 200' Notification Buffer

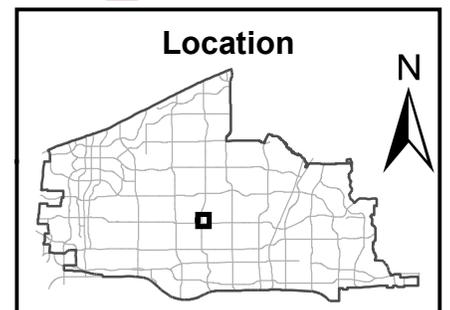
 Subject Property

 Zoning Boundary

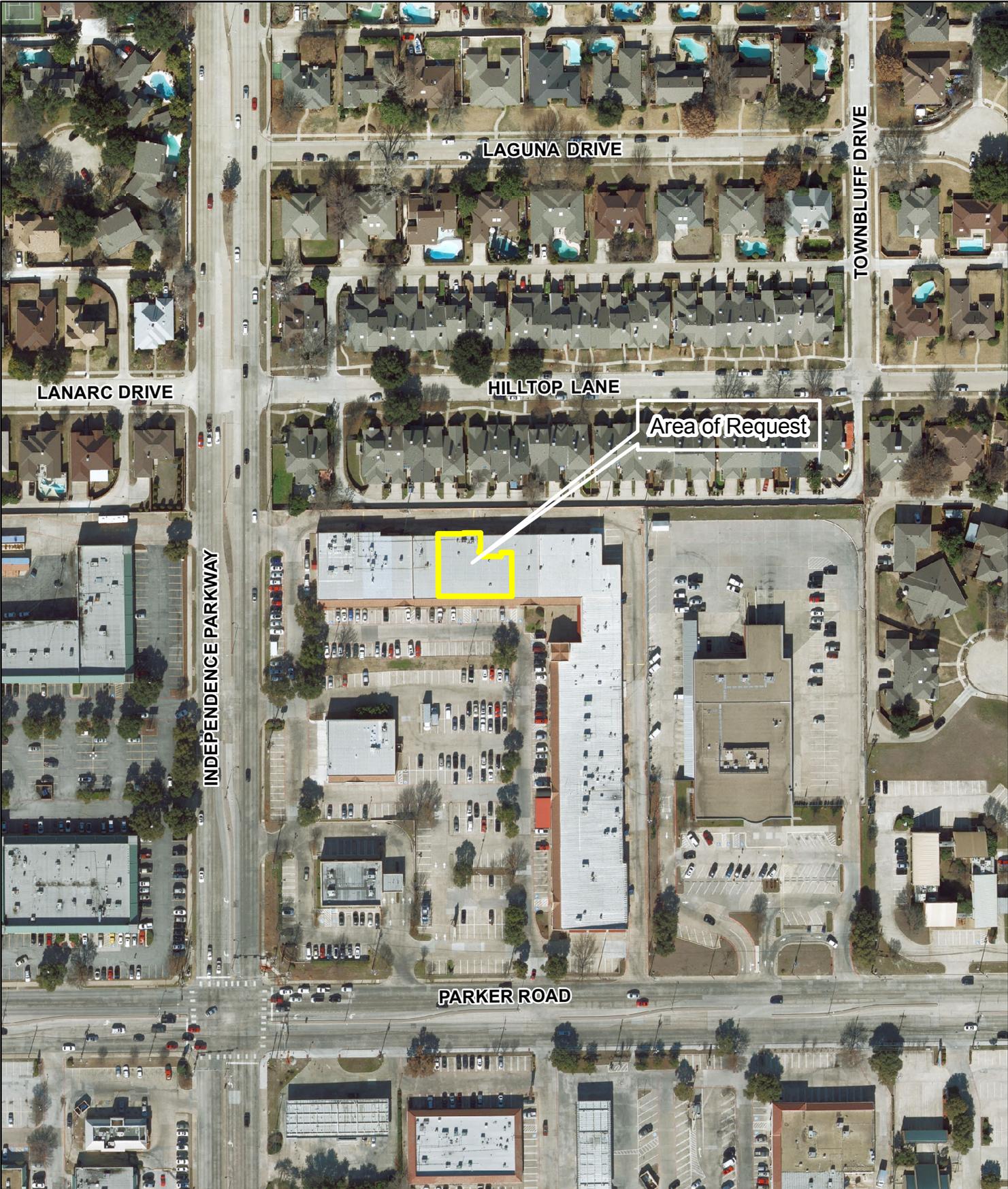
 City Limits

 Specific Use Permit

 Right-of-Way



Source: City of Plano Planning Department



LANARC DRIVE

LAGUNA DRIVE

TOWNBLUFF DRIVE

HILLTOP LANE

Area of Request

INDEPENDENCE PARKWAY

PARKER ROAD

safena18/3/2016 10:16:22 AM X:\Dept\IP&Z Locators & Graphics\Z2016-022A.mxd



Source: City of Plano, Planning Dept.  
Date: 8/31/2016

Zoning Case 2016-022

## Zoning Case 2016-022

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 13 so as to allow the additional use of Trade School on 0.1 acre of land out of the Catherine and Sally Owens Survey, Abstract No. 672, located 207 feet east of Independence Parkway, 475 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**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, 2016, for the purpose of considering granting Specific Use Permit No. 13 for the additional use of Trade School on 0.1 acre of land out of the Catherine and Sally Owens Survey, Abstract No. 672, located 207 feet east of Independence Parkway, 475 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail; 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, 2016; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 13 for the additional use of Trade School on 0.1 acre of land out of the Catherine and Sally Owens Survey, Abstract No. 672, located 207 feet east of Independence Parkway, 475 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail, 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. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 13 for the additional use of Trade School on 0.1 acre of land out of the Catherine and Sally Owens Survey, Abstract No. 672, located 207 feet east of Independence Parkway, 475 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail, 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 violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER, 2016.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## Zoning Case 2016-022

BEING a tract of land located in the City of Plano, Collin County, Texas, part of the Catherine and Sally Owens Survey, Abstract No. 672, and being part Block 1, Plano Crossroads Addition, an addition to the City of Plano according to the Replat thereof as recorded in Cabinet H, Page 620, Map Records, Collin County, Texas, being a portion of the interior space of Suite 205A, 3033 W. Parker Road, Plano, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" in concrete found for the northwest corner of said Lot 1R, being the southwest corner of a 5' right-of-way parcel dedicated by the plat of Independence Village, an addition to the City of Plano as recorded in Cabinet D, Page 161, Map Records, Collin County, Texas, being in the east right-of-way line of Independence Parkway (variable width Right-Of-Way);

THENCE, along the north line of said Lot 1R and the south line of said Independence Village, North 89°56'03" East, a distance of 220.40';

THENCE, departing the south line of said Independence Village, over and across said Lot 1R, South 00°03'57" East, a distance of 45.47 feet to the Point of Beginning;

THENCE, North 89°56'03" East, a distance of 31.53 feet;

THENCE, North 00°03'57" West, a distance of 0.89 feet;

THENCE, North 89°56'03" East, a distance of 21.60 feet;

THENCE, South 00°03'57" East, a distance of 10.29 feet;

THENCE, South 30°54'55" West, a distance of 4.65 feet;

THENCE, South 59°05'05" East, a distance of 6.17 feet;

THENCE, South 00°03'57" East, a distance of 2.54 feet;

THENCE, North 89°56'03" East, a distance of 23.92 feet;

THENCE, North 00°03'57" West, a distance of 5.00 feet;

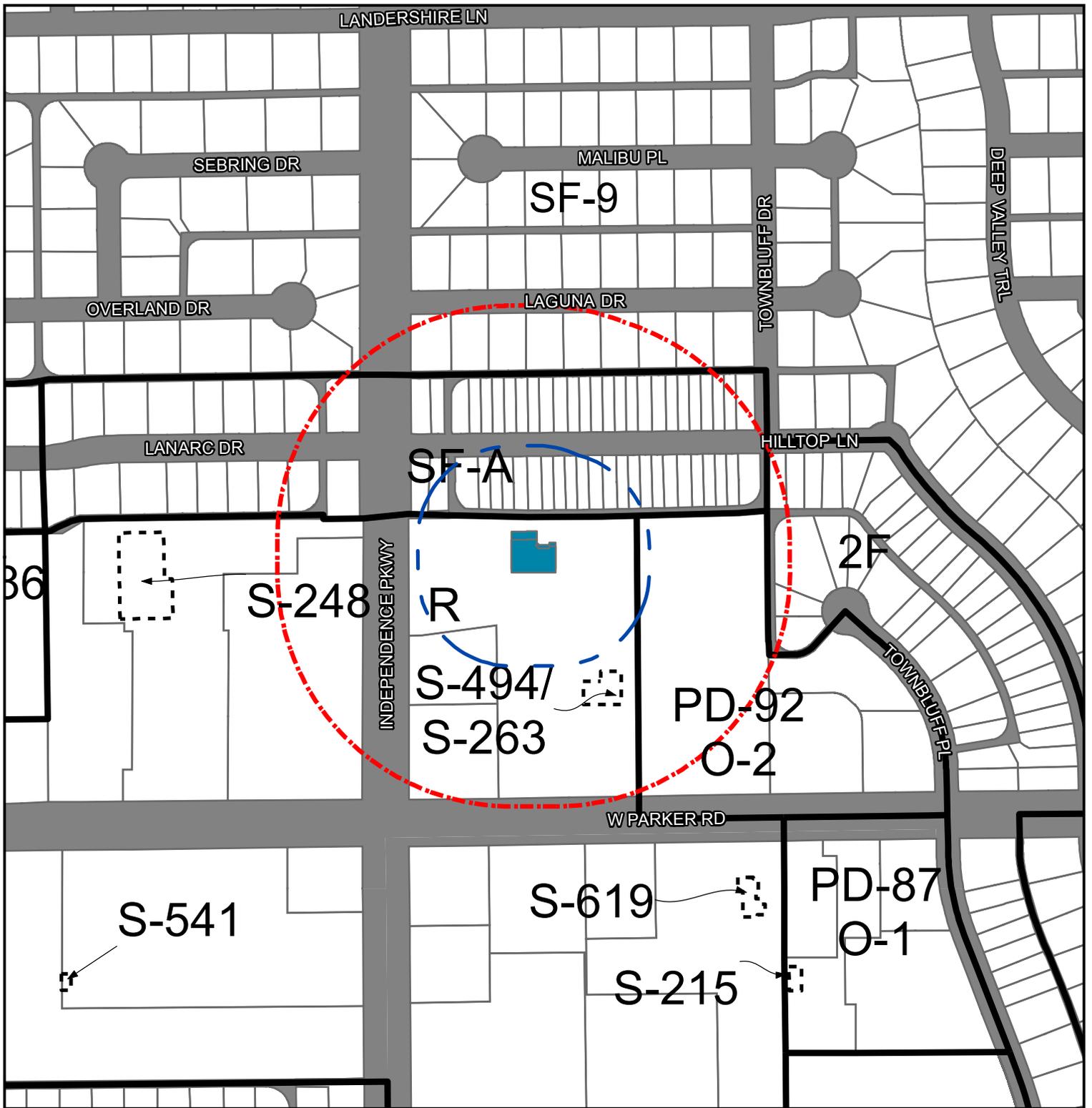
THENCE, North 89°56'03" East, a distance of 13.33 feet;

THENCE, South 00°03'57" East, a distance of 56.09 feet;

THENCE, South 89°56'03" West, a distance of 94.24 feet;

THENCE, North 00°03'57" West, a distance of 70.20 feet;

THENCE, North 89°56'03" East, a distance of 0.96 feet; to the POINT OF BEGINNING and CONTAINING 5,938 square feet or 0.1363 acres of land more or less.



Zoning Case #: 2016-022

Existing Zoning: Retail (R)

Proposed Zoning: Request for Specific Use Permit (SUP) for Trade School

 500' Courtesy Notification Buffer

 200' Notification Buffer

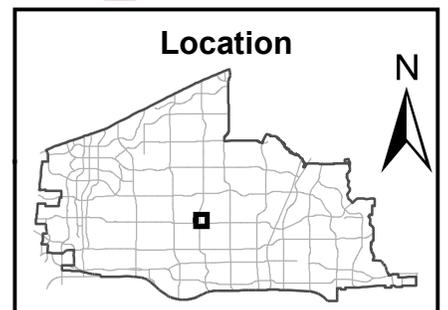
 Subject Property

 Zoning Boundary

 City Limits

 Specific Use Permit

 Right-of-Way



Source: City of Plano Planning Department



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/12/16		
Department:		Engineering		
Department Head:		Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6336</b>
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas determining the public use, need and necessity for the acquisition of a street, sidewalk and utility easement for a 3,204 square feet tract of land and a temporary construction easement for a 3,672 square feet tract of land located in the Collin County School Land Survey, Abstract No. 153 at the intersection of Ohio Drive and McDermott Road as described in attached Exhibit "A," in the City of Plano, Collin County, Texas; for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Manager and the City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s): N/A</b>				
<p><b>COMMENTS:</b> This Item has no financial impact.  <b>STRATEGIC PLAN GOAL:</b> Approving an ordinance authorizing the City Manager to use the City of Plano, Texas eminent domain authority relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Location Map; Ordinance, Exhibit "A"			Other Departments, Boards, Commissions or Agencies N/A	



# Memorandum

**TO:** Bruce D. Glasscock, City Manager  
**FROM:** B. Caleb Thornhill, P.E., Director of Engineering  
**DATE:** September 12, 2016  
**SUBJECT:** Ohio Drive and McDermott Road

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An Ordinance of the City of Plano, Texas determining the public use, need and necessity for the acquisition of a street, sidewalk and utility easement for a 3,204 square feet tract of land and a temporary construction easement for a 3,672 square feet tract of land located in the Collin County School Land Survey, Abstract No. 153 at the intersection of Ohio Drive and McDermott Road as described in attached Exhibit "A," in the City of Plano, Collin County, Texas; for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Manager and the City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary; and providing an effective date.

The easements include two (2) individual parcels from one (1) property owner.

The one (1) property owner and two (2) easements required are listed below:

<b>PROPERTY</b>	<b>STREET ADDRESS</b>	<b>S.S.U. ESMNT.</b>	<b>TEMP. CONST. ESMNT.</b>	<b>TOTAL</b>
Richard E. Ferrell	N.E. Corner Ohio Dr. at McDermott Road	3,204 SF		3,204 SF
Richard E. Ferrell	N.E. Corner Ohio Dr. at McDermott Road		3,672 SF	3,672 SF
<b>TOTALS</b>				<b>6,876 SF</b>

The City plans to use the easements for the improvements necessary for the Ohio Drive and McDermott Road Intersection Improvements project and related appurtenances. These include, but are not limited to the relocation of the existing utilities, the construction of new traffic lanes, the reconstruction of sidewalks and the grading of yards for proper drainage.

**Project Location**



AMANDA CT

PHILLIP

EMPIRE BLVD

NAOMI ST

PEABODY PL

PAULINE ST

CECILE RD

JONES

OHIO DR

MCDERMOTT RD

MEMORIAL LN

TRIBECA LN

HERSHEY LN

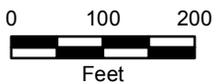
INSPIRATION DR

FOOTHILL DR

GALAXY LN

QUIET CIR

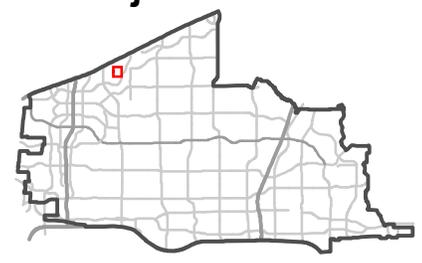
RASOR BLVD



City of Plano GIS Division  
May, 2016

# Ohio Drive and McDermott Road Intersection Improvements Easements Project # 6336

**Project Location**



**An Ordinance of the City of Plano, Texas determining the public use, need and necessity for the acquisition of a street, sidewalk and utility easement for a 3,204 square feet tract of land and a temporary construction easement for a 3,672 square feet tract of land located in the Collin County School Land Survey, Abstract No. 153 at the intersection of Ohio Drive and McDermott Road as described in attached Exhibit "A," in the City of Plano, Collin County, Texas; for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Manager and the City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas (the "City Council") upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire a Street, Sidewalk and Utility Easement and a Temporary-Construction Easement (the "Easements") in the general form and on the property attached hereto as Exhibit "A," also known as the intersection of Ohio Drive and McDermott Road (the "Property") and incorporated herein for all purposes, located in the City of Plano, Collin County, Texas; for the purpose of the construction, reconstruction and maintenance of highway and street facilities and related public improvements (the "Project") collectively (the "Public Uses"); and

**WHEREAS**, the City Council finds that the description of the Property, attached hereto as Exhibit "A" to be acquired by eminent domain for the Project, complies with applicable law in that the same provides the property owners in and around the area reasonable notice that the owner's property may be subject to condemnation proceedings during the planning or construction of the Project; and

**WHEREAS**, the City Council has further investigated and determined that the Project constitutes a public use for a public purpose; and

**WHEREAS**, the City is required to make an initial offer as defined by and in compliance with Texas Property Code § 21. 0111 ("Initial Offer") and a bona fide offer, as defined by and in compliance with Texas Property Code § 21. 0113 ("Bona Fide Offer") to acquire the Easement on the Property for public use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

**WHEREAS**, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Easement.

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

**Section I.** The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

**Section II.** The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary property rights in and to the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

**Section III.** The City Council authorizes the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

**Section IV.** The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

**Section V.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 12th day of September, 2016.

---

Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**EXHIBIT "A"**  
**THE PROPERTY**  
**CONSISTING OF**  
**PARCEL #1: A SIDEWALK, STREET AND UTILITY EASEMENT AND**  
**PARCEL # 2: A TEMPORARY CONSTRUCTION EASEMENT**

**PARCEL #1**

## EXHIBIT "A"

### STREET, SIDEWALK AND UTILITY EASEMENT

**BEING** a 0.0735 acre tract of land located in the Collin County School Land Survey, Abstract No. 153, City of Plano, Collin County, Texas, said 0.0735 acre tract of land being a portion of **LOT 4, BLOCK A, MORGAN VILLAGE RETAIL CENTER**, being an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Collin County Clerk's File No. 20080903010003130, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 0.0735 acre tract of land also being a portion of that certain tract of land conveyed to **RICHARD E. FERRELL**, by deed as recorded in Collin County Clerk's File No. 20060123000090070, O.P.R.C.C.T., said 0.0735 acre tract of land being a Street, Sidewalk, and Utility Easement, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with a cap stamped "POGUE" found at a west property corner of said Lot 4, said iron rod found also being at the northerly end of a corner clip located at the intersection of the east right-of-way line of Ohio Drive and the north right-of-way line of McDermott Road, said beginning point also having a grid coordinate of N: 7,085,334.76 and E: 2,490,108.89;

**THENCE** North 00°25'32" West, along the west property line of said Lot 4, same being the said east right-of-way line, a distance of 21.16 feet;

**THENCE** South 45°34'54" East, over and across said Lot 4, and along a line 15 feet northwest of and parallel with the said corner clip, a distance of 47.28 feet;

**THENCE** North 89°39'24" East, continuing over and across said Lot 4, a distance of 196.48 feet to the east property line of said Lot 4;

**THENCE** South 00°25'32" East, along the said property line, a distance of 12.87 feet to the southeast property corner of said Lot 4, same being on the said north right-of-way line of McDermott Road;

**THENCE** South 89°39'24" West, along the south property line of said Lot 4, same being the said north right-of-way line, a distance of 204.82 feet to a 5/8 inch iron rod with a cap stamped "POGUE" found at the southerly end of the aforesaid corner clip;

**THENCE** North 45°34'54" West, along the said corner clip, a distance of 35.52 feet to the **POINT OF BEGINNING**.

The herein described tract of land contains **0.0735 acres (3,204 square feet)** of land, more or less.

**NOTE:** The basis of bearings for this survey is the Texas State Plane NAD83 North Central Zone (4202).

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that the same is true and correct.



**3-9-15**

Date

Eric S. Spooner, RPLS  
Registered Professional Land Surveyor  
Texas Registration Number 5922  
Spooner & Associates, Inc.  
TBPLS Firm No. 10054900



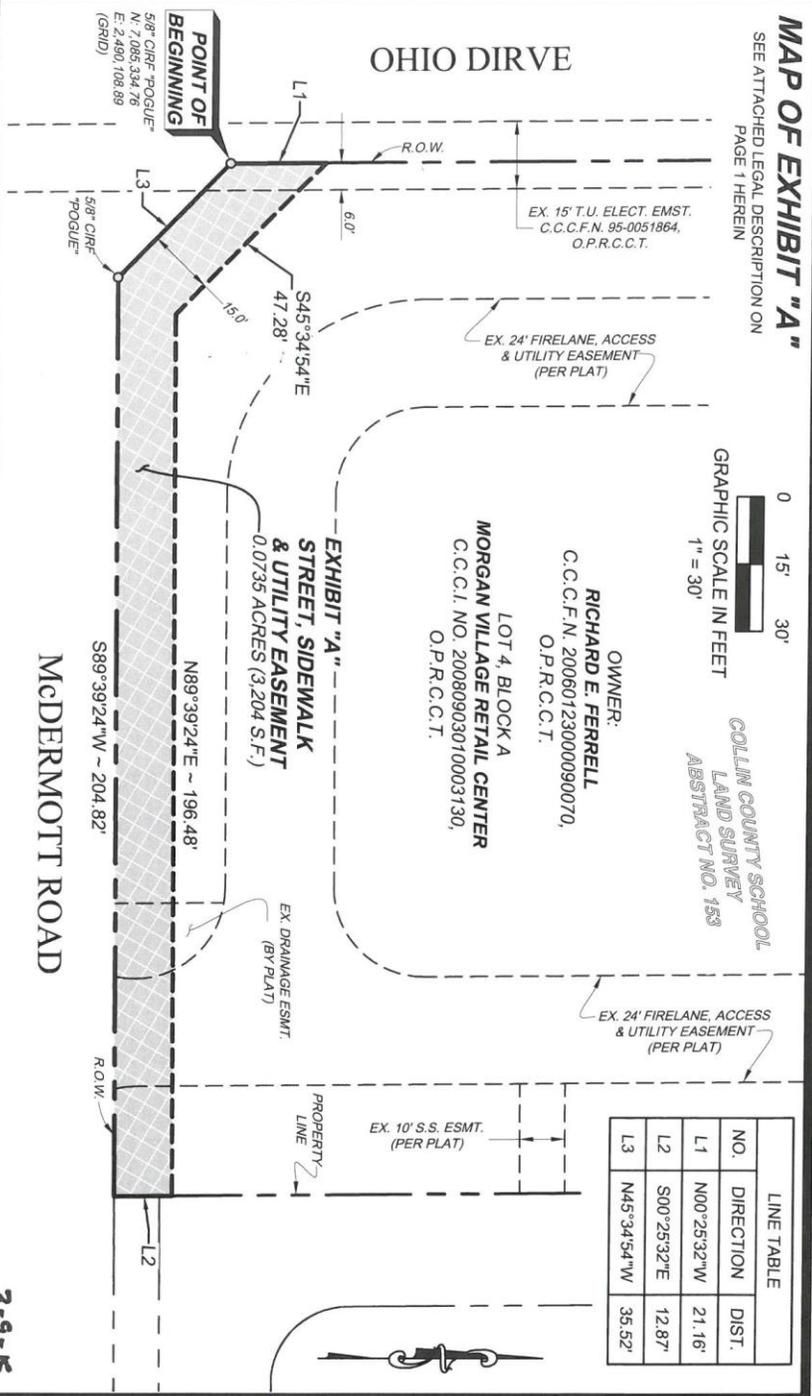
**MAP OF EXHIBIT "A"**  
 SEE ATTACHED LEGAL DESCRIPTION ON  
 PAGE 1 HEREIN



COLLIN COUNTY SCHOOL  
 LAND SURVEY  
 ABSTRACT NO. 153

OWNER:  
**RICHARD E. FERRELL**  
 C.C.C.F.N. 20060123000090070,  
 O.P.R.C.C.T.

LOT 4, BLOCK A  
**MORGAN VILLAGE RETAIL CENTER**  
 C.C.C.I. NO. 20080903010003130,  
 O.P.R.C.C.T.



LINE TABLE		
NO.	DIRECTION	DIST.
L1	N00°25'32"W	21.16'
L2	S00°25'32"E	12.87'
L3	N45°34'54"W	35.52'

**EXHIBIT "A"**  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS  
 THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202).

PROPERTY: LOT 4, BLOCK A, MORGAN VILLAGE RETAIL CENTER  
 LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS  
 WHOLE PROPERTY ACREAGE: 0.9169 ACRES (PLAT)

SSA JOB NO.: 14-040  
 DATE: 03/09/2015

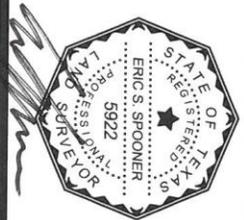
DRAWN BY: C.R.R.  
 CHECKED BY: E.S.S.

ACAD FILE: 14-040 PARCHE ESMT.dwg  
 SPOONER & ASSOC., INC. 309 BYERS STREET, SUITE 100, EULESS, TX 76039, PH 817-488-8448

**PAGE 3 OF 3**



**SPOONER & ASSOCIATES**  
 REGISTERED PROFESSIONAL LAND SURVEYORS  
 CELEBRATING 25 YEARS OF SERVICE  
 309 BYERS STREET, #100  
 EULESS, TX 76039  
 TEL: 817.488.8448  
 WWW.SPOONERSURVEYORS.COM



3-9-K

**PARCEL # 2**

## EXHIBIT "A"

### TEMPORARY CONSTRUCTION EASEMENT

**BEING** a 0.0843 acre tract of land located in the Collin County School Land Survey, Abstract No. 153, City of Plano, Collin County, Texas, said 0.0843 acre tract of land being a portion of **LOT 4, BLOCK A, MORGAN VILLAGE RETAIL CENTER**, being an Addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Collin County Clerk's File No. 20080903010003130, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 0.0843 acre tract of land also being a portion of that certain tract of land conveyed to **RICHARD E. FERRELL**, by deed as recorded in Collin County Clerk's File No. 20060123000090070, O.P.R.C.C.T., said 0.0843 acre tract of land being a Temporary Construction Easement, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point on the west property line of said Lot 4, same being the east right-of-way line of Ohio Drive, said beginning point being North 00°25'32" West, a distance of 21.16 feet from a 5/8 inch iron rod with a cap stamped "POGUE" found at the northerly end of a corner clip located at the intersection of the said east right-of-way line and the north right-of-way line of McDermott Road, said beginning point also having a grid coordinate of N: 7,085,356.03 and E: 2,490,108.72;

**THENCE** North 00°25'32" West, along the said west property line and along the said east right-of-way line, a distance of 21.16 feet;

**THENCE** over and across said Lot 4 the following courses and distances:

South 45°34'54" East, a distance of 56.05 feet;

North 89°39'24" East, a distance of 190.26 feet to the east property line of said Lot 4;

**THENCE** South 00°25'32" East, along the said property line, a distance of 14.98 feet;

**THENCE** over and across said Lot 4 the following courses and distances:

South 89°39'24" West, a distance of 196.48 feet to a point for corner from which a 5/8 inch iron rod with a cap stamped "POGUE" found at the southerly end of the aforesaid corner clip bears South 32°31'39" West, a distance of 15.33 feet;

North 45°34'54" West, a distance of 47.28 feet to the **POINT OF BEGINNING**.

The herein described tract of land contains **0.0843 acres (3,672 square feet)** of land, more or less.

**NOTE:** The basis of bearings for this survey is the Texas State Plane NAD83 North Central Zone (4202).

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that the same is true and correct.



**3-9-15**

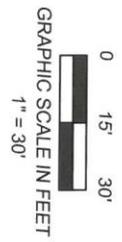
Date

Eric S. Spooner, RPLS  
Registered Professional Land Surveyor  
Texas Registration Number 5922  
Spooner & Associates, Inc.  
TBPLS Firm No. 10054900



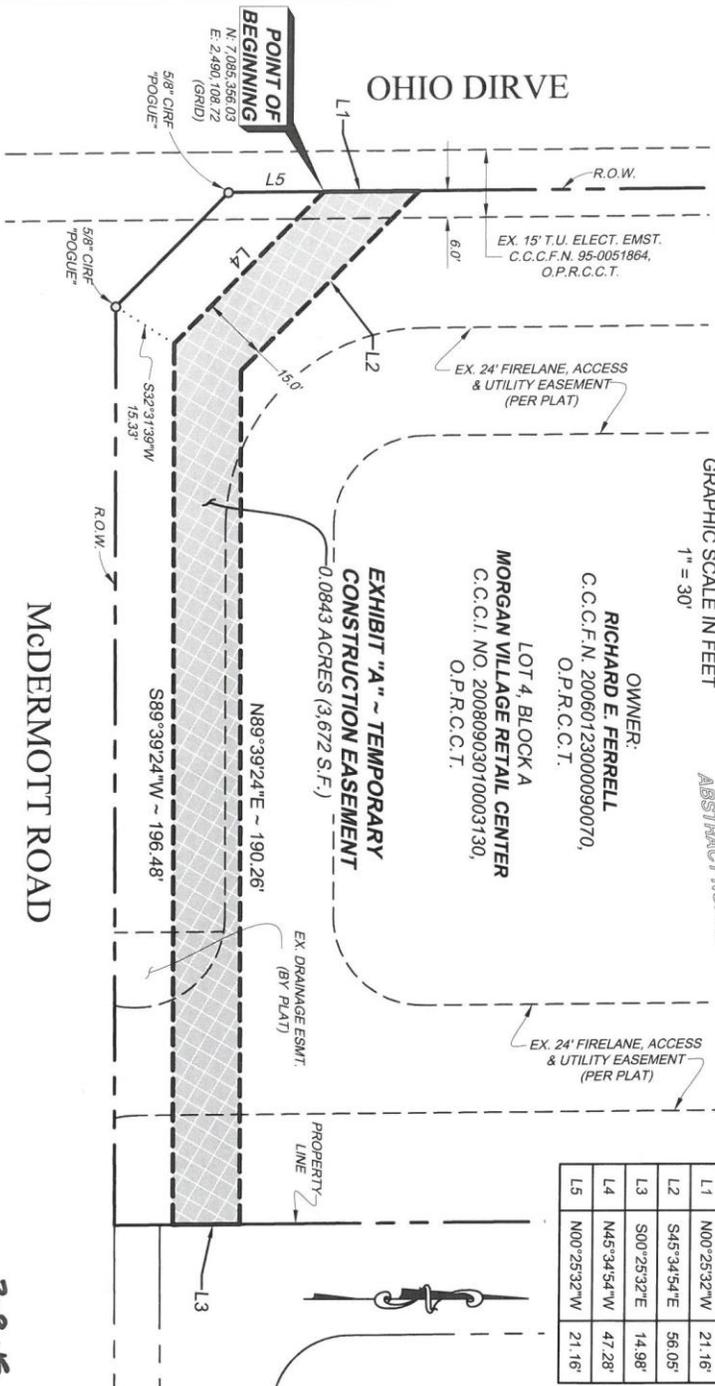
# MAP OF EXHIBIT "A"

SEE ATTACHED LEGAL DESCRIPTION ON PAGE 4 HEREIN



COLLIN COUNTY SCHOOL  
LAND SURVEY  
ABSTRACT NO. 153

LINE TABLE		
NO.	DIRECTION	DIST.
L1	N00°25'32"W	21.16'
L2	S45°34'54"E	56.05'
L3	S00°25'32"E	14.98'
L4	N45°34'54"W	47.28'
L5	N00°25'32"W	21.16'



**EXHIBIT "A"**  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
THE BASIS OF BEARINGS FOR THIS SURVEY IS  
THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202).

PROPERTY: LOT 4, BLOCK A, MORGAN VILLAGE RETAIL CENTER  
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS  
WHOLE PROPERTY AVERAGE: 0.9189 ACRES (PLAT)  
S&A JOB NO.: 14-040  
DATE: 03/09/2015  
DRAWN BY: C.R.R.  
CHECKED BY: E.S.S.  
SPOONER & ASSOC., INC. 309 BYERS STREET, SUITE 100, EULESS, TX 76039, PH 817-885-9448



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