

CITY COUNCIL

1520 AVENUE K



DATE: 9/14/2015
CALL TO ORDER: 7:00 p.m.
INVOCATION: Father Dominic Colangelo
Prince of Peace Catholic Community
PLEDGE OF ALLEGIANCE: Boys & Girls Clubs of Collin County-Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION: September is National Preparedness Month.</p> <p>PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 18 through September 20 this year.</p> <p>SPECIAL RECOGNITION: The Plano Citizens Government Academy Class recently completed the necessary courses for graduation.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> August 24, 2015 September 2, 2015</p>	
	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2015-336-B for the generator replacement at Fire Station 3 to Prater Electric LLC, dba Jeffries Electric in the amount of \$79,000; and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2015-342-B for Roof Replacement and Structural Repair of the Parks Maintenance East Building to Supreme Systems, Inc., in the amount of \$118,526; and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>CSP No. 2015-207-C for Broadcast Cameras and Control System, Furnish and Install for Marketing and Community Engagement to Burst Communications, Inc., in the amount of \$424,768; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(e)	<p>To approve an Engineering Services Agreement by and between the City of Plano and Walter P. Moore & Associates, Inc., in the amount of \$66,750 for the J Avenue Parking Improvements, Project No. 6637; and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>To approve the assignment of an existing agreement with GIS Information Systems, Inc., D/B/A Polaris Library Systems to a new provider, Innovative Interfaces, Inc. for maintenance & subscription services; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Contract Modification</p>	
(g)	<p>To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Booster Chlorination at Water Pump Stations project in the amount of \$75,000 from Arcadis U.S., Inc.; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Expenditure</p>	
(h)	<p>To approve an expenditure for an Interim Technology Director in the amount of \$32,000 per month for an estimated four month period for an estimated total of \$128,000 from Thinkbox Technology Group LLC for the Technology Services Department; and authorizing the City Manager to execute all necessary documents.</p>	
(i)	<p>To approve an expenditure for a Technology Services Assessment and Project Management Office Analysis and Development in the estimated amount of \$297,972 from Thinkbox Technology Group LLC for the Technology Services Department; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(j) To ratify the terms and conditions of a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Architectural Renovation Phase 1 construction for a Guaranteed Maximum Price (GMP) in the amount of \$49,795; approving its execution by the City Manager; and providing an effective date.</p> <p>(k) To authorize a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 2 construction for a Guaranteed Maximum Price (GMP) of \$40,396; authorizing the City Manager to execute the necessary contract documents; and providing an effective date.</p> <p>(l) To request our United States Senators, working with appropriate Congressional Representatives of the Eastern District of Texas, to work for the prompt passage of the legislation recommended by the Administrative Office of the US Courts to authorize and establish two emergency judgeships for the Eastern District of Texas; and providing an effective date.</p> <p>(m) To approve the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(n) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(o) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(p) To repeal Ordinance No. 2015-1-4; establishing the number of certain classifications within the Fire Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To repeal Ordinance No. 2015-2-16; establishing the number of certain classifications within the Police Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.	
(r)	To repeal Ordinance No. 2014-9-18; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	First reading of an Ordinance to amend Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date.	
(2)	Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2015, and terminating September 30, 2016; and providing an effective date. (Public Hearing held on August 10, 2015.)	
(3)	Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and providing an effective date. (Public Hearing held on August 10, 2015.)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2015 and terminating September 30, 2016 and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.)</p>	
(5)	<p>Consideration of an Ordinance to ratify the property tax revenue increase in the 2015-16 Budget as a result of the City receiving more revenues from property taxes in the 2015-16 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.)</p> <p><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: September is National Preparedness Month				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 18 through September 20 this year				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: The Plano Citizens Government Academy Class recently completed the necessary courses for graduation.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 24, 2015**

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, August 24, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:43 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion-

No items were discussed.

Legislative Update

Assistant City Manager Israelson provided an update of the 84th State Legislative session. He spoke to Plano's representatives in the House and Senate, the geographical region they represent, and the number of bills filed and passed during the session. Mr. Israelson discussed the priorities of the City's legislative program and the actions taken by staff to facilitate the program. He spoke to key issues of the session included rollback rates, property tax approval, Second Amendment rights, debt reporting, eminent domain, and oil and gas drilling. Consultant James McCarley spoke to transportation funding and potential issues in conjunction with Senate Joint Resolution 5.

Building Inspections Departmental Report

This item was presented during the regular meeting.

Public Works Departmental Report

This item was presented during the regular meeting.

Engineering Departmental Report

This item was presented during the regular meeting.

Consent and Regular Agendas

No items were discussed.

Council Items for Future Discussion

No items were discussed.

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

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 24, 2015**

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 24, 2015, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member Kelley led the invocation and Boy Scout Troop 261 with Christ United Methodist Church led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed September as Food Safety Awareness Month, DFW Solar Tour Day, presented the 2015 CLIDE Award to the Planning Department, and the Battle of the Badges Blood Drive Trophy to the Police Department.

COMMENTS OF PUBLIC INTEREST

Anne McCausland, Frisco ISD Board President and Dr. Jeremy Lyon, Frisco ISD Superintendent of Schools, expressed gratitude for the Council's continued support of Frisco ISD.

CONSENT AGENDA

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

Approval of Minutes

August 5, 2015

August 10, 2015

(Consent Agenda Item “A”)

Approval of Expenditures

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

Bid No. 2015-347-B for Split Trail Road - K Avenue to Spring Creek Parkway – Paving, Water and Drainage Improvements to HQS Construction, LLC, in the amount of \$2,697,901; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase of one (1) Kenworth T370 Dump Truck for Fleet Services to be utilized by the Public Works Department in the amount of \$101,490 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 “C”)

To approve the purchase of three (3) Caterpillar 416F2 Backhoe Loaders with Buckets for Fleet Services to be utilized by the Parks and Recreation Department and the Public Works Department in the amount of \$254,023 from Holt Cat through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13) (Consent Agenda Item “D”)

Approval of Change Order

To Austin Filter Systems, Inc. increasing the contract by \$84,973, Oak Hollow & Brandon Court Project No. 6167, Change Order No. 3. Original Bid No. 2013-358-B. (Consent Agenda Item “E”)

To Motorola Solutions, Inc. increasing the contract by \$149,075 to upgrade radio towers to the latest technical standards for public safety radios, Change Order No. 1. (Contract No. 2015-13-X) (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2015-8-6(R): To approve a Public Road Crossing License Agreement by and between the City of Plano and Dallas Area Rapid Transit; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2015-8-7(R): To approve a Crossing Surface Installation Agreement by and between the City of Plano and Burlington Northern Santa Fe (BNSF) Railroad; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2015-8-8(R): To approve a License Agreement by and between the City of Plano, Texas, and Last Line Pubs, LLC, a Texas Limited Liability Corporation, for use of a 545 square foot portion of property owned by the City of Plano and situated on the west side of the restaurant use located at 1004 E. 15th Street; authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2015-8-9(R): To authorize the sale of approximately three acres of vacant land owned by the City and located on the south side of Summit Avenue, east of Matrix Drive; authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item “J”)

Adoption of Ordinances

Ordinance No. 2015-8-10: To amend Chapter 12, Motor Vehicles and Traffic, Article VI, Commercial Vehicles, Section 12-137, Streets Prohibited to Certain Vehicles, Subsection (a), Paragraph (1) of the Code of Ordinances of the City of Plano, Texas to revise the end points within which the operation of trucks or motorized vehicles with three axles or more, and with a payload weight in excess of two (2) tons is prohibited on 15th Street within the corporate 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. (Consent Agenda Item “K”)

Ordinance No. 2015-8-11: To abandon all right, title and interest of the City, in and to a portion of that certain Right-of-Way for Director Avenue (a 50 ft. Right-of-Way) and Plano Parkway (a variable width Right-of-Way), subject to retaining a Visibility, Access, and Wall Maintenance Easement, recorded in Cabinet 2013, Page 355 of the Plat Records of Collin County, Texas and being situated in the G. H. Pegues Survey, Abstract No. 700, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, CB Jeni Berkshire Place, LLC, to the extent of its interest; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “L”)

END OF CONSENT

Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 7.30 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). (Regular Item “1”)

Director of Budget and Research Rhodes-Whitley stated this is the first public hearing on the tax rate of 48.86 per \$100 of valuation which is the same rate that has been in place since 2009. She advised due to increased property valuation the amount of tax collected is greater this year and requires two public hearings with the second hearing being held on September 2nd at 5:00 p.m.

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

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's denial of Zoning Case 2015-11 - Request to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office- Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015 and July 27, 2015. (Regular Item "2")

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to remove the item from the table.

Director of Planning Day presented information regarding the Research Technology District. She spoke to the property in question and provided the existing zoning requirements, proposed amendments, site photographs, and changes from the original request.

Doug Johnson, representing the applicant, spoke to the proposed project amendments and surrounding uses. He provided site plans, building elevations, and a single building versus two building option.

Mayor LaRosiliere opened the public hearing. Alan Smith, and Shep Stahel, spoke in opposition to the project. Scott Jessen spoke in favor of the project. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Harrison, the Council voted 3-5, with Council Members Miner, Grady, Kelley, Harrison, and Downs voting in opposition, to approve the appeal of the Planning & Zoning Commission's to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center in order to allow Office- Showroom/Warehouse with modified development standards and as requested in Zoning Case 2015-11; motion failed.

Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-Showroom/Warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District. Applicant: Industrial Developments International, LLC (IDI Gazeley). Tabled June 22, 2015 and July 27, 2015. (Regular Item "3")

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to remove the item from the table.

Director of Planning Day advised this is a companion item to the previous item and is not consistent with current zoning requirements and Staff recommends denial.

Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park (Cont'd)

Upon a motion made by Council Member Grady and seconded by Council Member Miner, the Council voted 8-0, to deny the appeal of the Planning & Zoning Commission's denial of the Concept Plan for Central Plano Industrial Park, Phase 3, Block 24, Lot 1R - Office-Showroom/Warehouse on one lot on 13.7± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road

Building Inspections Departmental Report

Director of Building Inspections Mata spoke to the department's employees, accreditations, and services provided. He provided details of the permit services area duties and 17,250 applications are received annually. Mr. Mata stated plan review services include timely review of residential and commercial plans and that 6,740 plans are reviewed annually. He spoke to the inspection services division providing 57,723 inspections annually with next day inspections provided. Mr. Mata added the department acts as liaisons for the Building Standards Commission and Board of Adjustment. He stated departmental challenges include retirements, hiring qualified personnel, timely response to business concerns for permitting, effective use of technology and special projects.

Public Works Departmental Report

Director of Public Works Cosgrove provided information on the department's divisions of Environmental Waste Services, Public Works Operations, and Fleet Services and each division's employees. He spoke to the services provided by Environmental Waste division, 2014 waste collection statistics, and 2014 compost sales. Mr. Cosgrove provided the Public Works division miles of assets for streets, alleys, lanes, water lines and sewer lines. He advised in 2014 the division completed 40,470 work orders. Mr. Cosgrove spoke to the Fleet Services division completing 8,572 work orders and maintaining 1,782 vehicles, pieces of equipment, and trailers. He discussed the challenges of each of the divisions.

Engineering Departmental Report

Director of Engineering Carr discussed the departments divisions and collaboration with internal departments and external agencies. He stated the Transportation Engineering division is responsible for school traffic safety, review of high accident areas, coordination with TxDOT and NHTA, and parking and traffic studies. Mr. Carr advised the Development Engineering division provides support for development review, construction plan review, construction inspection, compliance with standards, design standards, utility cut permitting, street lighting, utility engineering, and drainage issues. He spoke to the department's role in Flood Plain Management. Mr. Carr reported the CIP Management division is responsible for managing the CIP projects including residential streets, screening walls, erosion control, pump stations, utility relocations, and easement acquisition. He discussed the Facilities division responsibilities include facility construction, facility services, and facilities maintenance of the 100 city-owned buildings.

With no further business, Mayor LaRosiliere adjourned the meeting at 8:45 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Special Called Session
September 2, 2015

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Lissa Smith, Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Special Called Session on Wednesday, September 2, 2015, at 5:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

A Second Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 7.30 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 24, 2015.)

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 14, 2015 City Council Meeting.

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

Approval of August 15, 2015 Minutes

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0, to approve the August 15, 2015 Minutes.

Water and Sewer Bond Issuance re: Legacy West Lift Station

Director of Budget and Research Rhodes-Whitley spoke to the 45 days of working capital balance and provided information regarding the water and sewer fund summary. She advised that due to another project, the Indian Creek Basin (formerly Legacy West) Lift Station, the proposed bond issuance will be increased to \$36,425,000. Director of Engineering Carr provided details of the project. He stated due to inflow and infiltration (I & I) and the need for additional capacity, an additional \$15 million needs to be included with the bond issuance and that the contracts will be brought back on future agendas. City Manager Glasscock stated due to the urgency of the project the timeline needs to be expedited. Mr. Carr stated the City will work the North Texas Municipal Water District to coordinate the project. He clarified the lift stations operated by the City and that are operated the District. Mr. Carr added typically the lift stations that are shared by more than one city are operated by the District.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 5:15 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2015-336-B for the generator replacement at Fire Station 3 to Prater Electric LLC, dba Jeffries Electric in the amount of \$79,000, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		955	97,045	0
Encumbered/Expended Amount		-955	-13,800	0
This Item		0	-79,000	0
BALANCE		0	4,245	0
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available for this item in the 2014-15 Capital Reserve CIP. The generator replacement at Fire Station 3, in the amount of \$79,000, will leave a current year balance of \$4,245 available for other facility repair and renovation projects.</p> <p>STRATEGIC PLAN GOAL: Replacing emergency generators at City of Plano fire stations that have reached the end of their useful life relates to the City's goals of a Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 7, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Fire Station 3 – Generator Replacement – Bid #2015-336-B

I have reviewed the bids submitted to replace the generator at Fire Station #3. I recommend award to the lowest, responsive, responsible, bid that also meets specifications, that was submitted from Prater Electric LLC, dba Jeffries Electric, for \$79,000.

An additional bid was received from Groves Electrical Service, Inc., for the amount of \$79,347.

The existing emergency generator is over 15 years old and has deteriorated such that replacement is required.

The funding for the project is in Capital Reserve Account 54405.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Matt Yager
Renette Black
Reid Choate
Alan Storck
Richard Sievert

CITY OF PLANO

BID NO. 2015-336-B FIRE STATION 3 GENERATOR REPLACEMENT BID RECAP

Bid Opening Date/Time: July 29, 2015 @ 2:00 PM

Number of Vendors Notified: 2982

Vendors Submitting "No Bids": 1

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 2

Prater Electric LLC, dba Jeffries Electric	\$79,000
Groves Electrical Service, Inc.	\$79,347

Recommended Vendor:

Prater Electric LLC, dba Jeffries Electric	\$79,000
--	----------

Michael Parrish

July 30, 2015

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2015-342-B for Roof Replacement and Structural Repair of the Parks Maintenance East Building to Supreme Systems, Inc., in the amount of \$118,526, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		1,857	158,143	12,000
Encumbered/Expended Amount		-1,857	-26,386	0
This Item		0	-118,526	0
BALANCE		0	13,231	12,000
FUND(s): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding is available for this item in the 2014-15 Capital Reserve CIP. Roof replacement and structural repair at the Parks Maintenance East Building, in the amount of \$118,526, will leave a current year balance of \$13,231 available for other facility repair and renovation projects.</p> <p>STRATEGIC PLAN GOAL: Repairing and replacing structural components of City of Plano facilities that have reached the end of their useful life relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 7, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Parks Maintenance East Building – Roof Replacement and Structural Repair – Bid #2015-342-B

I have reviewed the bids submitted to replace the roof and make structural repairs to the Parks Maintenance East Building. I recommend award to the lowest, responsive, responsible, bid that also meets specifications, that was submitted from Supreme Systems, Inc., for the amount of \$118,526.

No other bids were received.

The roof has deteriorated due to structural issues with the building; therefore, structural repairs are required to be made to maintain the integrity of the structure of the building and then install a new roof.

The funding for the project is in Capital Reserve Account 54419.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Paul Kunze
Jim Fox
Matt Yager
Renette Black

CITY OF PLANO

BID NO. 2015-342-B PARKS MAINTENANCE EAST BUILDING ROOF REPLACEMENT AND STRUCTURAL REPAIR BID RECAP

Bid Opening Date/Time: August 4, 2015 @ 2:00 PM

Number of Vendors Notified: 1686

Vendors Submitting "No Bids": 1

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 1

Supreme Systems, Inc. \$118,526

Recommended Vendor:

Supreme Systems, Inc. \$118,526

Michael Parrish

August 5, 2015

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/2015		
Department:		Marketing and Community Engagement		
Department Head		Shannah Hayley		
Agenda Coordinator (include phone #): Corey Isaacs x7134				
CAPTION				
CSP No. 2015-207-C for Broadcast Cameras and Control System, Furnish and Install for Marketing and Community Engagement to Burst Communications, Inc., in the amount of \$424,768 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	500,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-424,768	0
BALANCE		0	75,232	0
FUND(S): CATV EQUIPMENT REPLACEMENT				
<p>COMMENTS: Funds are available in the FY 2014-15 Adopted Budget to provide and install New High-Definition Broadcast Cameras and Control System for the Marketing & Community Engagement Department. This project will be entirely funded through PEG fees collected from cable television franchises. Remaining balance will be used for other Plano Television Network Equipment Replacement purchases.</p> <p>STRATEGIC PLAN GOAL: Purchasing and Installing New High-Definition Broadcast Cameras and Control System for Marketing & Community Engagement relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per attached Recommendation Memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo				
CSP Recap				



Memorandum

Date: August 25, 2015

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Melissa Peachey, Digital Communications Manager

Subject: Award Recommendation – CSP No. 2015-207-C, Broadcast Cameras and Control System, Furnish and Install

Recommendation: Per the weighted scoring of the proposals received and evaluated for the subject Competitive Sealed Proposal as summarized below, I recommend award to Burst Communications, Inc., in the amount of \$424,768 as being the best value to the City.

Explanation:

The four member evaluation team from the Marketing & Community Engagement Department was composed of three voting members: Digital Communications Manager, the Senior Video Producer, the Video Producer; and one non-voting member, the contract Digital Engineer.

Five proposals were submitted, and the evaluation team ranked items one through four of the five weighted factors listed below. Pricing was scored through a formula with the lowest price scoring highest.

Bids were evaluated based on five weighted factors on a scale of 0-5 with 0 meaning that bid was non-responsive and 5 meaning that the solution innovatively exceeds all needs:

1. Item Specifications (Pass/Fail)
2. Picture Quality of Proposed Camera (determined by on-site demonstration) - 40%
3. Experience/Qualifications -10%
4. Installation Plan - 10%
5. Cost - 40%

Burst Communications, Inc., ranked the highest overall of the proposers evaluated, even though its proposed price was second highest. Burst Communications exceeded all specifications for the new high-definition cameras and control system, and will help address the lighting and overall picture quality deficiencies that the current 15-plus year system presents.

TM Television ranked second overall (second in picture and third in price). The evaluation team scored their proposal as above average, meeting all needs identified.

Videotex Systems, Inc., ranked third overall (third in picture quality and fourth in price). The evaluation team scored their proposal as meeting all needs identified.

The remaining proposer's scores reflected either meeting or somewhat below meeting the needs of the project.

The top three proposers were short-listed to provide a demonstration of the picture quality of their proposed cameras. The demonstration was completed on-site and all proposers were given the same test parameters regarding their respective cameras.

As the evaluation team felt that Burst Communications and TM Television presented the best proposals for the Broadcast Cameras and Control System project, Purchasing requested a Best and Final Offer from both proposers. TM Television reduced their price by \$6,952.77, whereas Burst Communications reduced their price by \$8,037.00.

This project will be entirely funded through PEG/Plano TV Funds collected from cable TV franchises operating in the City of Plano and not out of the General Fund. By Texas State Law, PEG funds can only be used for capital expenditures related to a public, educational, or government access television channel making the funds suitable for use with this project.

CITY OF PLANO

CSP No. 2015-207-C

CSP for Broadcast Cameras and Control System, Furnish and Install

CSP Recap

Proposal Opening Date/Time: May 15, 2015 @ 2:00 PM

Number of Vendors Notified: 2,434

Vendors Submitting "No Bids": 0

Number of Proposals Submitted Non-Responsive: 1

Number of Proposals Submitted: 5

<u>Vendor Name</u>	<u>Proposal</u>
AVDB Group, LC	\$399,896.65
Burst Communications, Inc.	\$432,805.00
TM Television	\$456,017.77
Videotex Systems, Inc.	\$507,863.00
<u>Best and Final Offers Requested</u>	<u>Amount</u>
Burst Communications, Inc.	\$424,768.00
TM Television	\$449,065.00

Recommended Vendor(s):

Burst Communications, Inc., with their Best and Final Offer of \$424,768.00.

Corey Isaacs

Corey Isaacs, Buyer II

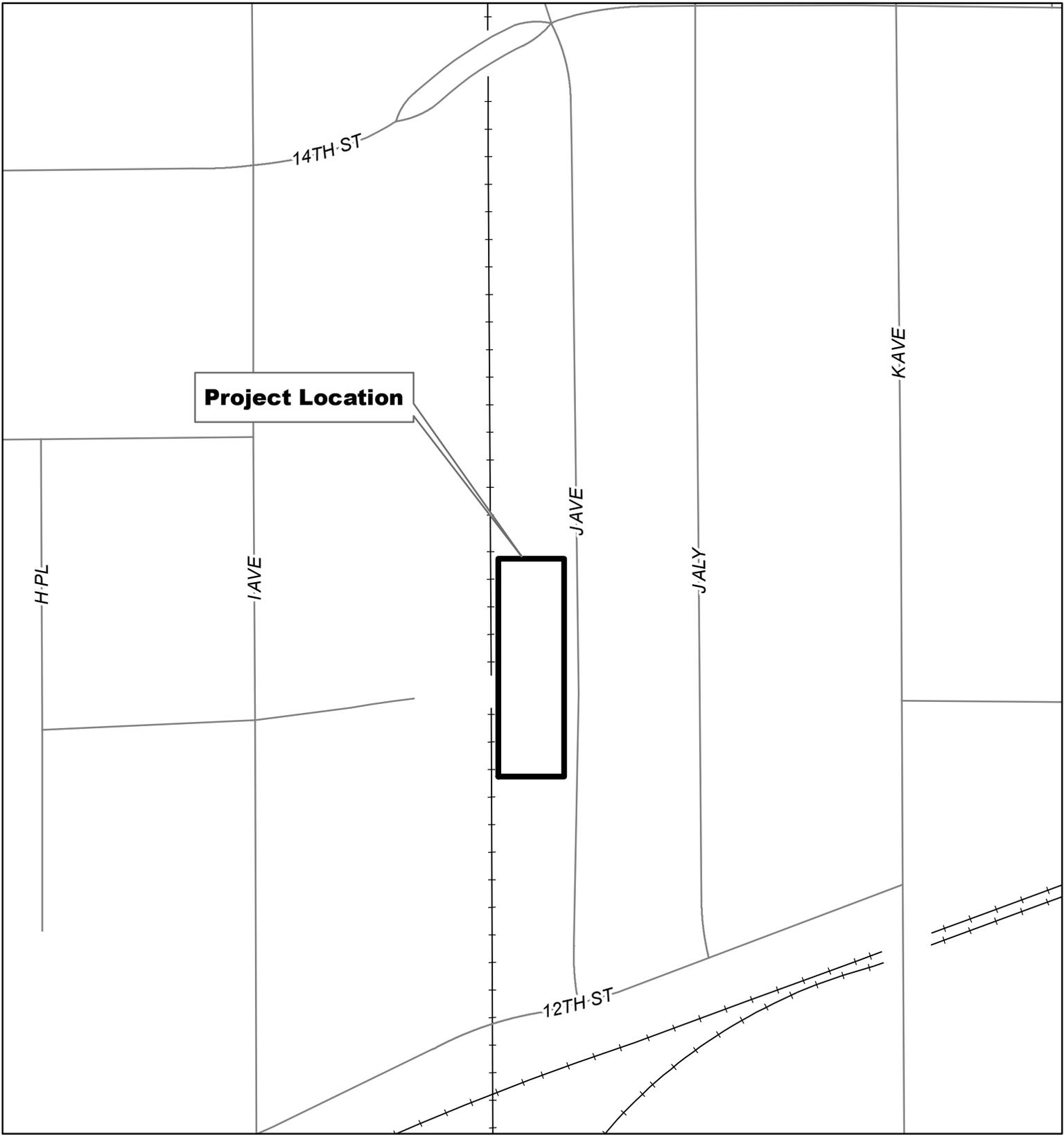
August 25, 2015

Date

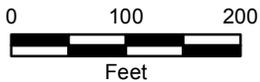


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY												
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory												
Council Meeting Date:		9/14/15										
Department:		Engineering										
Department Head:		Jack Carr, PE										
Agenda Coordinator (include phone #):			Kathline Schonne 7198									
			Project No. 6637									
CAPTION												
To approve an Engineering Services Agreement by and between the City of Plano and Walter P. Moore & Associates, Inc., in the amount of \$66,750, for the J Avenue Parking Improvements, Project No. 6637; and authorizing the City Manager to execute all necessary documents.												
FINANCIAL SUMMARY												
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP												
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS								
Budget	0	90,000	510,000	600,000								
Encumbered/Expended Amount	0	0	0	0								
This Item	0	-66,750	0	-66,750								
BALANCE	0	23,250	510,000	533,250								
FUND(S): STREET IMPROVEMENTS CIP												
<p>COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Project engineering and design services, in the amount of \$66,750, will leave a project balance of \$533,250 for future expenditures related to this project.</p> <p>STRATEGIC PLAN GOAL: Obtaining engineering services to design additional parking improvements for Downtown Plano relates to the City's goal of Exciting Urban Centers – Destination for Residents and Guests.</p>												
SUMMARY OF ITEM												
<p>This agreement with Walter P. Moore & Associates, Inc., is for engineering design services required to prepare plans and specifications for the addition of up to 50 parking spaces off of J Avenue near the downtown area. The parking will be added to the existing lot south of 14th Street along J Avenue approximately between 13th Street and 12th Place on the east side of the DART tracks. The City will coordinate with DART for a license agreement as this will be within DART's right-of-way. Walter P. Moore & Associates, Inc., was chosen based on a qualifications-based selection process that included the evaluation of their SF-330.</p> <p>The contract fee is \$66,750.00.</p> <table style="width:100%; margin-top: 10px;"> <tr> <td style="width:60%;"><u>Task</u></td> <td style="width:40%; text-align:right;"><u>Fee</u></td> </tr> <tr> <td>Basic Services</td> <td align="right">\$41,090.00</td> </tr> <tr> <td>Special Services</td> <td align="right"><u>\$25,660.00</u></td> </tr> <tr> <td align="right">Total Amount:</td> <td align="right">\$66,750.00</td> </tr> </table>					<u>Task</u>	<u>Fee</u>	Basic Services	\$41,090.00	Special Services	<u>\$25,660.00</u>	Total Amount:	\$66,750.00
<u>Task</u>	<u>Fee</u>											
Basic Services	\$41,090.00											
Special Services	<u>\$25,660.00</u>											
Total Amount:	\$66,750.00											
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies										
Location Map; Engineering Services Agreement		N/A										

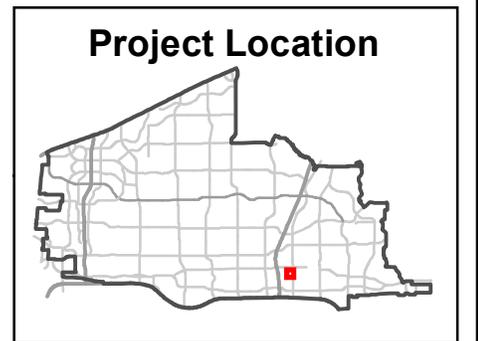


georgetau.C:\Projects\Engineering\Locator\Maps\08-24-2015_J_Parking\J_Parking_Lot.mxd



City of Plano GIS Division
August, 2015

J Avenue Parking Lot Project # 6637



J AVENUE PARKING IMPROVEMENTS

PROJECT NO. 6637

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **J AVENUE PARKING IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER

EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of

the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
Attn: Husain Hamza, PE
P.O. Box 860358
Plano, TX 75086-0358

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

Walter P. Moore & Associates , Inc.
Attn: Ernest L. Fields, P.E., Principal
1845 Woodall Rodgers Freeway, Suite 1650
Dallas, TX 75201

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

WALTER P. MOORE & ASSOCIATES, INC.
A Texas Corporation

DATE: Sept. 4, 2015

BY: 
Ernest L. Fields, PE
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of SEPTEMBER, 2015, by **ERNEST L. FIELDS, PE, PRINCIPAL**, of **WALTER P. MOORE & ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Stephanie Breanne Stretch
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

Project Description

The project includes the following improvements in the vicinity of Avenue J, from 12th to 14th Street. The site is approximately 0.65 Acres and consists of the extension of the existing parking lot bounded by the DART rail line and J Avenue, located just south of the 14th Street. Furthermore, it includes the design of a soldier pile wall due to the close proximity to the DART tracks that would not allow for the necessary excavation of other wall designs.

PART I - PRELIMINARY ENGINEERING

A. Preliminary Investigation/Data Collection

1. Review Reports, utility plans and Data Collection, meeting with City staff to refine project requirements, expectations, and schedule, and obtaining pertinent utility plans, street plans, plats, existing easement information, and other features within the project area.
2. Field Surveying for Design Phase
 - a. Establish a local control network and tie into the existing City of Plano control network on the site.
 - b. Provide construction control points to be used for construction (a minimum of two). Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
 - c. Verify horizontal and vertical locations of existing city facilities on the sites.
 - d. When underground utilities are exposed at the City's request, tie to the local control network.
 - e. Obtain topographic information including cross-sections of the existing ground features as needed for design.
 - f. Locate all pertinent features for design including, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area) on the sites.
 - g. Contact utility companies to locate and uncover utilities which conflict with the proposed project. Tie uncovered utilities to the local control network.
 - h. Provide a drawing of the project sites with 1' contours and all located features.
 - i. Provide 3D Laser Scanning Technology that will allow mapping to occur without fouling the DART ROW.
3. Electrical Engineering Services:
 - a. Provide the Electrical engineering services to prepare the electrical construction documents for the project.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- b. Design the expansion parking area illumination levels to be similar to the existing area unless directed otherwise by the City.
 - c. Provide the personnel time to visit the site to survey the lighting fixtures in the existing parking lot.
4. Geotechnical Engineering:
- a. Perform truck-mounted borings at the site with hand-borings as required to determine depths to rock, depending on locations this may require DART permitting. The engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites, but will only be responsible for damages at the sites caused by their negligent acts.
 - b. Do the laboratory testing required for the design of the soldier pile wall and pavement design recommendations.

B. Preliminary Design

1. Prepare preliminary plans:
- a. Establish preliminary horizontal and vertical alignment of parking lot and soldier pile wall.
 - b. Prepare cross-sections of proposed soldier pile wall indicating the general orientation of the wall with respect to the parking lot.
 - c. Prepare site drainage, grading and pavement plans.
 - d. Perform soldier pile wall structural calculations.
 - e. Locate adjacent utilities, and other improvements within a limit of ten feet beyond the proposed improvements.
 - i. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
 - ii. Tie locations of exposed utilities to the local control network. When underground utilities are uncovered, tie locations to the local control network.
 - f. Establish preliminary easement needs including permanent and temporary construction easements. Show all existing easements on the plans.
2. Prepare a preliminary opinion of probable cost for the proposed solution. The purpose of the opinion is to confirm that the project is in general accordance with the construction budget. It is not a guarantee of the construction cost.
3. Submit to the City of Plano three (3) sets of preliminary plan drawings.
4. Meet with the City of Plano to review and discuss the preliminary plan drawings and engineering comments.
5. Distribute one set of preliminary drawings to local utility companies to obtain information regarding impacts to their facilities.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

PART II - FINAL ENGINEERING

A. Final Design

1. Finalize plans.
2. Revise preliminary plans and incorporate comments from the City of Plano.
3. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed parking lot and soldier pile walls. Tie the location of uncovered utilities to the local control network.
4. Incorporate standard details into the plans and prepare additional details as required.

B. Prepare final technical specifications for the soldier pile wall and parking lot.

C. Revise the quantity estimate and prepare a revised estimate of probable construction cost based on the final design of the project.

D. Coordinate with DART to obtain approval for the project:

1. Meet with DART staff up to three times either in person or over the phone to discuss the project and what they will require to provide approval;
2. Assist in coordination with DART's design standards and permitting requirements.
3. Provide sealed structural calculations for the retaining wall.

E. Assist in preparing final bid documents. The City of Plano will prepare the final form of construction documents. The following information to be supplied by the Engineer shall include:

1. One copy of the finalized technical specifications.
2. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.
3. One set of blueline or blackline prints of final drawings and one electronic set of final drawings for Purchasing.

F. Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- G. Submit one full size (22"x34") set and one half size (11"x17") set of final blackline prints, two bound copies of the bid manual and the unbound original bid manual set to the City of Plano.
- H. Submit a CD-ROM disk of the bid set plans and bid manual in PDF format. The City will post the bid documents to bidsync.com
- I. Submit one half size (11"x17") set of final blackline prints and one bound copy of the bid document to the City designated Material Testing Laboratory.
- J. Assist the City by responding to questions and interpreting bid documents.
- K. Prepare and provide the City with addenda to bid documents as necessary.
- L. Attend and assist City staff at the City bid opening.
- M. Provide bid tabulation (Excel) to the City of Plano within four working days of the bid opening.
- N. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references.
- O. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.

PART III - CONSTRUCTION ADMINISTRATION

- A. Furnish 13 sets of final plans and seven (7) sets of the contract documents marked "**For Construction**".
- B. Assist the City of Plano staff in conducting one pre-construction conference with the Contractor.
- C. Assist the City of Plano in arranging for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
- D. Perform two site visits to the site each month (maximum of 6 total visits) to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect the City of Plano against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.

- E. Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- F. Attend coordination meetings with contractors, inspection personnel, and City representatives.
- G. Interpret intent of the drawings and technical specifications for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.
- H. Preparation of record "As-Built" drawings.

PART IV - ADDITIONAL SERVICES

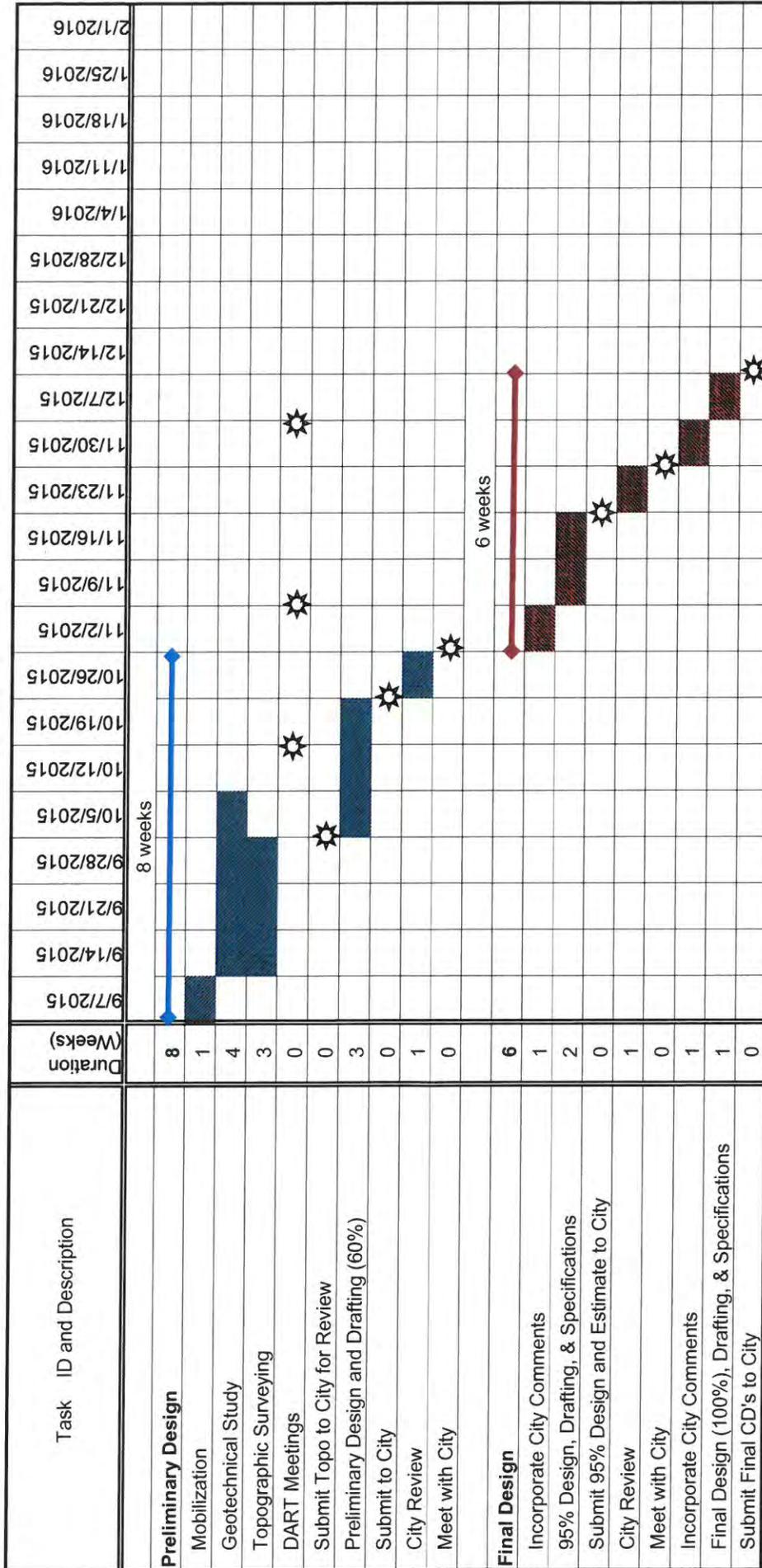
Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A. Preparation of any legal documentation between DART and the City that provides rights of use of the property and any surveying services related to this.
- B. Prepare final easement exhibits for any new easements required. This will include field surveying to tie property corners, metes and bounds descriptions for each easement which will be sealed by a Registered Professional Land Surveyor.
- C. Preparation of any easement or right-of-way documents;
- D. Assisting City of Plano with public meetings or hearings to inform residents;
- E. Performing title searches and examination of deed records;
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- G. Providing full time site inspection during construction of the project;
- H. Preparing a storm drain plan and profiles, if required;
- I. Performing designs for trench safety design services;

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- J.** Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans);
- K.** Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano;
- L.** Assisting the City of Plano in claims disputes with the Contractor(s);
- M.** Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement;
- N.** Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required to address environmental issues;
- O.** Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services;
- P.** Attending Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- Q.** Preparation of plans and/or specifications related to the relocation of utilities;
- R.** Fees for permits and advertising;
- S.** Flood plain reclamation plans;
- T.** Consulting services by others not included in proposal;
- U.** Inspection and testing services during construction;
- V.** Preparation and processing monthly or final construction pay estimates;
- W.** Determination of a floodway;
- X.** Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it;
- Y.** Assisting the City with a final punch list of construction issues;

City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "B" – DESIGN SCHEDULE



City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "C" - FEE SCHEDULE

	Basic Services	Special Services
AVENUE J PARKING LOT EXPANSION		
Preliminary Engineering		
Project Management	\$2,800	
Parking Lot	\$7,110	
Retaining Wall	\$8,000	
Final Engineering		
Project Management	\$3,440	
Parking Lot	\$7,240	
Retaining Wall	\$8,120	
Construction		
Project Management	\$760	
As-Builts	\$1,320	
Site Visits	\$1,540	
Final Walk Through	\$760	
Special Services		
Topographical Survey		\$6,650
Electrical Engineering		\$6,570
Geotechnical Study		\$4,440
DART Approval		\$6,000
Reimbursables		\$2,000
	\$41,090	\$25,660

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
PRELIMINARY ENGINEERING	\$17,910	
FINAL ENGINEERING	\$18,800	
CONSTRUCTION	\$4,380	
TOPOGRAPHIC SURVEYING		\$6,650
ELECTRICAL ENGINEERING		\$6,570
GEOTECHNICAL STUDY		\$4,440
DART APPROVAL		\$6,000
REIMBURSABLES		\$2,000
TOTAL NOT-TO-EXCEED FEE	\$41,090	\$25,660

**City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "C" - FEE SCHEDULE**

**Hourly Invoicing Rates - 2015
Infrastructure Engineering Services**

<u>Category</u>	<u>Rate</u>
Senior Principal	\$275
Principal	\$240
Managing Director	\$190
Team Director	\$180
Senior Project Manager	\$180
Project Manager	\$160
Senior Engineer	\$160
Engineer	\$130
Graduate Engineer	\$110
Senior Designer	\$160
Designer	\$115
CADD Manager	\$110
Senior CADD Technician	\$110
CADD Technician	\$90
Engineering Intern	\$70
Senior Administrative Assistant	\$100
Administrative Assistant	\$70

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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



ADDITIONAL REMARKS SCHEDULE

AGENCY USI Southwest		NAMED INSURED Walter P. Moore and Associates, Inc. 1301 McKinney, Suite 1100 Houston TX 77010	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket Waiver of Subrogation is provided on GL, Auto, Umbrella, Workers Compensation, and Professional Liability policies as required by written contract executed prior to a loss per policy form HG 00 01 06 05 (GL); HA 99 16 03 12 (Auto); ZL 00 03 06 05 (Umbrella); WC 42 03 04 (Workers Compensation) and LX8533 12 09 (Professional Liability)

EXHIBIT "E"

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 **WALTER P. MOORE & ASSOCIATES, INC.**, a corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **WALTER P. MOORE & ASSOCIATES, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

WALTER P. MOORE & ASSOCIATES, INC.

By:

Ernest Fields
Signature

ERNEST FIELDS
Print Name

Principal
Title

9/4/2015
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 4th day of SEPTEMBER, 2015.

Stephanie Breanne Stretch
Notary Public, State of Texas





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/14/2015			
Department:		Libraries			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Sharron Mason x7247					
CAPTION					
To approve the assignment of an existing agreement with GIS Information Systems, Inc., D/B/A Polaris Library Systems to a new provider, Innovative Interfaces, Inc., for maintenance & subscription services and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: The purpose of this Agenda Item is for the Reassignment of an existing COP Contract with Polaris to Innovative and therefore, has no fiscal impact. STRATEGIC PLAN GOAL: Reassignment of an existing COP Contract with Polaris Software Maintenance and System Support Renewal for the City of Plano Public Library System relates to the City's Goal of a Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
On July 23, 2012, City Council approved the award of Bid No. 2012-253-I for maintenance & subscription services to GIS Information Systems, Inc., D/B/A Polaris Library Systems. Innovative Interfaces, Inc., acquired GIS Information Systems, Inc., D/B/A Polaris Library Systems assuming all contractual obligations under the original contract. Staff recommends the approval of the assignment of the existing agreement with GIS Information Systems, Inc., D/B/A Polaris Library Systems to a new provider, Innovative Interfaces, Inc.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Assignment Agreement			NA		



Memorandum

Date: August 10, 2015
To: Earl Whitaker, Buyer Supervisor
From: Cathy Ziegler, Director of Libraries
Subject: Assignment of Polaris contract 2012-253-I to Innovative

On March 31, 2014, Innovative acquired Polaris Library Systems. All of the Polaris Library Systems accounts were in the acquisition. This includes the City of Plano contract 2012-253-I. To continue library service without interruption, I recommend that Council approve the assignment of the existing contract with Polaris to Innovative.

**AGREEMENT TO ASSIGN CONTRACT WITH
GIS INFORMATION SYSTEMS, INC., D/B/A POLARIS LIBRARY SYSTEMS, TO
INNOVATIVE INTERFACE, INC.
BID NO. 2012-253-I**

THIS ASSIGNMENT AGREEMENT (hereinafter "Assignment") is made and entered into by **GIS INFORMATION SYSTEMS, INC., D/B/A POLARIS LIBRARY SYSTEMS**, a New York corporation, **INNOVATIVE INTERFACES, INC.**, a California corporation, and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, GIS Information Systems, Inc., d/b/a Polaris Library Systems ("GIS") entered into a Contract with the City of Plano, Texas ("City") dated August 30, 2012, a copy of which is attached hereto as **Exhibit "A"** ("Contract"); and

WHEREAS, GIS was acquired in 2014 by Innovative Interfaces, Inc. ("Innovative") and GIS wishes to assign its existing Contract with the City to Innovative; and

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

NOW, THEREFORE, the parties agree as follows:

**I.
ASSIGNMENT OF CONTRACT**

GIS agrees to assign the Contract to Innovative, who accepts the Assignment and agrees to be bound by all the terms and conditions of the original Contract and the City of Plano, Texas, agrees to this Assignment.

**II.
NO DEFAULT BY CITY**

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

**III.
NOTICES**

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

If to the City:

City of Plano, Texas
Library Administration

ASSIGNMENT AGREEMENT

N:\CONTRACTS\Assignment Agreement\Assignment Agreement from GIS Information Systems, Inc. to Innovatice Interface, Inc. - 2012-253-I.docx (8/14/15 JKW)

Attn: Julie Torstad
P.O. Box 860358
Plano, Texas 75086-0358

If to GIS:

GIS Information Systems, Inc.
Attn: Sandra L. Curry, CFO
5850 Shellmound Way
Emeryville, CA 94608

If to Innovative:

Innovative Interfaces, Inc.
Attn: Sandra L. Curry, CFO
5850 Shellmound Way
Emeryville, CA 94608

**IV.
INSURANCE AND CERTIFICATES OF INSURANCE**

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

**V.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**VI.
AUTHORITY TO SIGN**

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

**VII.
EFFECTIVE DATE**

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

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

**GIS INFORMATION SYSTEMS, INC., D/B/A
POLARIS LIBRARY SYSTEMS**

Date: 8/19/15

By: 
Sandra L. Curry
Chief Financial Officer

INNOVATIVE INTERFACES, INC.

Date: 8/19/15

By: 
Sandra L. Curry
Chief Financial Officer

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

PAIGE MIMS, CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On August 19, 2015 before me, Betty Ann Nase Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sandra Lee Curry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Betty Ann Nase
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document City of Plano, TX
Title or Type of Document: Agreement to assign contract Document Date: 8/19/15
Number of Pages: 4 Signer(s) Other Than Named Above: /

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra Lee Curry
 Corporate Officer — Title(s): CFO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Polaris
Library systems - GIS information Sys.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)
On August 19, 2015 before me, Betty Ann Nase, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Sandra Lee Curry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Betty Ann Nase
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document City of Plano, TX
Title or Type of Document: Agreement to assign Contract Document Date: 8/19/15
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra Lee Curry
 Corporate Officer — Title(s): CFO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Innovative Interfaces

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS
2012-253-I**

THIS CONTRACT is made and entered into by and between **GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS**, a New York corporation, whose address is P.O. Box 4903, Syracuse, New York 13221-4903, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for the maintenance of the Polaris Integrated Library System. These products and services shall be provided in accordance with the Contractor's Maintenance & Subscription Renewal Invoice, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Contractor's Maintenance & Subscription Renewal Invoice (**Exhibit "A"**);
- (b) Insurance Requirements (**Exhibit "B"**); and
- (c) Affidavit of No Prohibited Interest (**Exhibit "C"**).

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

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by five (5) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the then current term.

**III.
WARRANTY**

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

**IV.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **FIFTY SEVEN THOUSAND ONE HUNDRED TWELVE AND 56/100 DOLLARS (\$57,112.56)**. Each renewal year shall not exceed five percent (5%) per year.

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

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

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

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be

encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION AND HOLD HARMLESS**

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

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

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR

SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

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

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

VIII. COMPLIANCE WITH APPLICABLE LAWS

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

IX. VENUE

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

X. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of

City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

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

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

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

**XIII.
HINDRANCES AND DELAYS**

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

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not

affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
NOTICES**

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

Library Administration
Attn: Mike Shamel
2501 Coit Rd.
Plano, TX 75075
(972) 769-4507

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

GIS Information Systems, Inc.
Attn: Alastair Cameron
P.O. Box 4903
Syracuse, NY 13221-4904
(800) 272-3414

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

**XVIII.
ENTIRE AGREEMENT**

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

**XIX.
CONTRACT INTERPRETATION**

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

**XX.
SUCCESSORS AND ASSIGNS**

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

**XXI.
AUTHORITY TO SIGN**

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

**XXII.
HEADINGS**

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

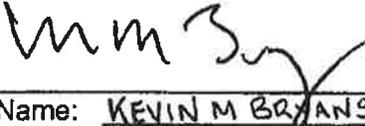
**XXIII.
EFFECTIVE DATE**

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

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

**GIS INFORMATION SYSTEMS, INC. D/B/A
POLARIS LIBRARY SYSTEMS**

By:


Name: KEVIN M BRYANS
Title: CHIEF FINANCIAL OFFICER

Date: August 24, 2012

CITY OF PLANO, TEXAS

Date: 08/30/12

By: [Signature]
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

[Signature]
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF NEW YORK §
 §
COUNTY OF ONEIDA §
 §

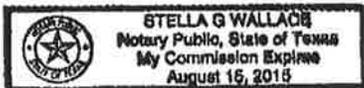
This instrument was acknowledged before me on the 30 day of August, 2012 by KEVIN M. BRYAN, (Authorized representative) CHIEF FINANCIAL OFFICER (Title) of GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS, a New York corporation, on behalf of said corporation.

[Signature]
Notary Public, State of New York

MICHAEL D. HOLMES
Notary Public in the State of New York
Appointed in Oneida County
Reg. No. 01HU4980298
My Commission Expires Apr. 15 2015

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 30 day of August, 2012 by BRUCE D. GLASSCOCK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

POLARIS

Invoice

Phone: 1-800-272-3414
 Fax: 315-457-5883

Please Mail Payment To:

GIS Information Systems, Inc.
 DBA Polaris Library Systems
 PO Box 4903
 Syracuse, NY 13221-4903

Invoice Date: 6/15/2012

Fed ID 16-1667474

Sold To:

City of Plano
 2501 Coit Rd.
 Plano TX 75075

Ship To:

City of Plano
 Technology Services
 Attn: Mike Shamel
 1117 E. 15th Street
 Plano, TX 75074

Invoice #	P.O. No.	FOB Shipping Point		Due Date	Terms
12-15141				7/15/2012	Net 30
Item	Description	Ordered	Invoiced	Rate	Amount
S-PSWMAINT	Polaris Software Maintenance for the period of 8/22/12 - 8/21/13		1	46,301.89	46,301.89
S-PSV3-SYND...	Syndetics Solutions Subscription Renewal for the period of 8/22/12 - 8/21/13		1	10,810.67	10,810.67
				Sales Tax (0.0%)	\$0.00
Thank you for your business!				Total	\$57,112.56

Exhibit A

Software Maintenance for the Polaris Integrated Library System

- 1 Telephone support and general release updates for the Polaris Software will be provided as part of the annual Software Maintenance fee. Service coverage and limitations are set forth below.
 - 2 Polaris Customer Support is available by telephone, email and web. Prior to contacting support, the City of Plano (City) agrees to have performed relevant troubleshooting in those areas for which PPLS is responsible. Telephone service is available Monday through Friday from 8:30AM to 8:00PM ET, excluding Polaris company holidays. From 8:30AM to 5:00PM ET customers will be able to call Customer Support and reach their Site Manager. From 5:00PM to 8:00PM ET customers will either reach a Site Manager or a Support Engineer working at Polaris headquarters that evening. After 8:00PM ET customers needing emergency support to correct "system down" problems that impact critical functionality will be transferred to an Answering Service and will be referred to the designated Customer Support representatives on-call evenings, weekends, and holidays to provide 24x7 emergency support. Non-emergency issues will be addressed by Customer Support during normal business hours.
- 3.3 Software Maintenance covers:
- support for Polaris Software;
 - trouble-shooting of problems with the Polaris Software;
 - provision of updates to the latest versions of the Polaris Software within regular support hours as they are noted under 3.2;
 - support for SQL Reports interface with the Polaris Software;
- 3.4 Service limitations:
- 3.4.1 no on-site Software Maintenance is included under these terms. Any on-site service requested by City will be provided at Polaris' then-current per-call rates and terms.
- 3.4.2 Software Maintenance does not include:
- server operating systems;
 - client operating systems;
 - Third Party software;
 - network/communications software;
 - peripheral equipment not purchased from Polaris;
 - web server/browser software (except where supplied by Polaris);
 - PC trouble-shooting;
 - malware (virus, "trojan", worm, "bot" or other malicious software) protection, detection or removal; or repair of damage incurred through infection by malware or system intrusion by hackers or other unauthorized agents.
- 3.4.3 The following conditions are not covered as part of the Software Maintenance:
- fault or negligence on the part of City;
 - failure of Third Party hardware/software;

- operator error that deviates from standard operating procedures as described in the Software Materials;
 - data loss and/or corruption as a result of any Hardware failure
- 3.4.4 At Polaris' sole discretion, services performed beyond the scope of those services listed in 3.3 above, or beyond the limitations listed in 3.4 above, may be billable at the rate of \$200 an hour, with a minimum \$400 charge, provided that City has requested such services and has been informed by Polaris in advance of rendering such services that such services are subject to these charges.
- 3.4.5 In the course of providing product and technical support, Polaris will provide City with assistance determining the root cause of any problem arising within the Polaris-supplied Hardware and System Software, including Third Party hardware and software components provided by Polaris. In the event that the root cause is found to arise within Third Party hardware or software provided by Polaris, Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution.
- 3.4.6 Support for any Third Party product purchased by City will be provided directly by the Third Party vendor of said product. Polaris will provide such consulting services as are required to resolve any Polaris ILS issues as they pertain to the interface with the Third Party product. Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution. The Third Party vendor will provide such support terms and conditions as are available at the time at which the Third Party product is purchased by City.
- 3.5 Pursuant to 3.3, Polaris Software updates will be made available periodically. The provision of updates outside of Polaris' regular support hours will be billable at then current rates. Polaris shall have full discretion as to the timing and content of updates. Failure to release updates during any specific term does not constitute default on the part of Polaris because of the continuation of the right to use telephone support and other support-related Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.
- 3.6 Polaris and City will mutually agree upon a schedule for implementing Polaris Software updates. For any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at then current rates. Polaris will assume responsibility for Polaris Software updates to the server(s). City will assume responsibility for Polaris Software updates to the client workstations. At all times, City must be on a version of the Polaris ILS that is either one of the last two (2) versions or that was released within the last 2 years, whichever provides for the older release, of the then current general release version to insure proper program performance and continued support. Failure by City to install Polaris Software updates on the client workstations within the agreed time frame may result in the termination of Software Maintenance or in the increase of Software Maintenance fees where appropriate.

- 3.7 Polaris reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing Services for a licensed software program altered by City.

Subscription Services

1. Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc.
2. Polaris ZMARC subscription service provides access to over 11 million bibliographic records and 7 million name authority records cataloged by the Library of Congress.

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 **Commercial General Liability.** Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 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 using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:
- 3.5.1 List each insurers' NAIC Number or FEIN
 - 3.5.2 List **contract number, project name/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed**
 - 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
 - 3.5.4 Specifically list reference to all endorsements required herein
 - 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
 - 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

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

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

PRODUCER
 Bailey, Haskell & LaLonde
 232 Witz Drive
 Syracuse, NY 13212

CONTACT NAME: B Daly
 PHONE (A/C, No, Ext): 315 457-1830 FAX (A/C, No): 315 457-7902
 E-MAIL ADDRESS: bdaly@bhlinsurance.com

INSURED
 GIS Information Systems, Inc. DBA
 Polaris Library Systems
 P.O. Box 4903
 Syracuse, NY 13221-4903

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of	TRV1
INSURER B : St. Paul Fire & Marine	TIT1
INSURER C : Travelers Indemnity Co. of Conn	TRV1
INSURER D :	
INSURER E :	
INSURER F :	

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

TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		TT05803357	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3762P64811TEC	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			TT05803358	12/31/2011	12/31/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HJUB3869P94911	12/31/2011	12/31/2012	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
Professional			TT05804665	05/06/2012	05/06/2013	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Plano
 2501 Colt Road
 Plano, TX 75075

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion
- B. Non-Owned Watercraft Less Than 75 Feet
- C. Aircraft Chartered With Pilot
- D. Damage To Premises Rented To You
- E. Increased Supplementary Payments
- F. Who Is An Insured - Employees And Volunteer Workers - First Aid
- G. Who Is An Insured - Employees - Supervisory Positions
- H. Who Is An Insured - Newly Acquired Or Formed Organizations
- I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
- J. Blanket Additional Insured - Lessors Of Leased Equipment
- K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- L. Blanket Additional Insured - Broad Form Vendors
- M. Who Is An Insured - Unnamed Subsidiaries
- N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- O. Contractual Liability - Railroads
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Unintentional Omission
- R. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a, Expected Or Intended Injury, in Paragraph 2, of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage "Bodily injury" or "property damage"

expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g, Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY

CC 000 0698
001
000 Y
02 I
0009 * N: 02 I
000 2 TT05803357 12009

AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g, Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j, Damage To Property, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c., g. and h. and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

b. \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph 8. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph

1.d of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a(1) of SECTION II - WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the

DEFINITIONS Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II - WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to

"personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a

written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing,

or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who is An Insured.

O. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

- c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership,

joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4, a, Primary Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed; subsequent to the signing and execution of that contract or agreement by you.

CC. 000 D66;
001
000 T
02 I.
* M.
12003
TT05803357
0 C O O 2



AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS**, a New York corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

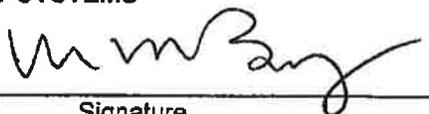
I am aware that Section 11.02 of the City Charter states:

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

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

GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS

By:



Signature

KEVIN M. BRYANS

Print Name

Chief Financial Officer

Title

August 24, 2012

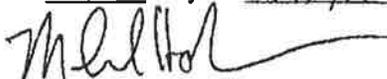
Date

STATE OF NEW YORK §

COUNTY OF ONEIDA §

2012.

SUBSCRIBED AND SWORN TO before me this 24 day of August



MICHAEL D. HOLMES Notary Public, State of New York
Notary Public in the State of New York
Appointed in Oneida County
Reg. No. 01HU4980296
My Commission Expires Apr. 15 2015

EXHIBIT C

PAGE 1 OF 1

**City of Plano
General Contractual Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

10/1/2015

DATE (MM/DD/YYYY)

8/7/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER B : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company	40045	INSURER B : Berkley Insurance Company	32603	INSURER C : Indian Harbor Insurance Company	36940	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : StarNet Insurance Company	40045														
INSURER B : Berkley Insurance Company	32603														
INSURER C : Indian Harbor Insurance Company	36940														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES 1084520 **CERTIFICATE NUMBER:** 13606360 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	TCP 7003344-11	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	TCP 7003344-11	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC 7003345-11	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O-Cyber Liability	N	N	MTP 9030774	3/8/2014	10/1/2015	\$1,000,000 \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 The City, the City Council and its members, the City's agents, officers, directors and employees are additional insureds on the captioned General Liability policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

13606360
 City of Plano
 Attn: Earl S. Whitaker, CPPB
 1520 K Avenue, 3rd Floor, Suite 370
 Plano, TX 75074

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

AUTHORIZED REPR:

©

I rights reserved.

C. ADDITIONAL INSURED VENDORS

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendors business. The insurance provided to such vendor is subject to the following provisions:
 1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, excepts such operations performed at such vendors premises in connection with the sale of "your products"; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

2. Is caused, in whole or in part, by your acts or missions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

Includes copyrighted material of Insurance Services Office, inc., with its permission.

CG 83 60 01 12

**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 **INNOVATIVE INTERFACES, INC.**, a corporation organized under the laws of the State of California, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **INNOVATIVE INTERFACES, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

A religious organization.

A political organization.

An educational institution.

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

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

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

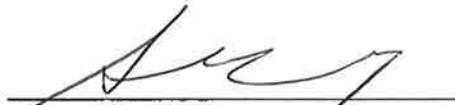
Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

INNOVATIVE INTERFACES, INC.

By:


Signature
Sandra H. Curry
Print Name
CEO
Title
8/19/15
Date

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

Notary Public, State of _____

*See attached
California
notary document*



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/15		
Department:		Engineering		
Department Head		Jack Carr, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6526	
CAPTION				
To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Booster Chlorination at Water Pump Stations project in the amount of \$75,000 from Arcadis U.S., Inc., and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	830,000	5,100,000	5,930,000
Encumbered/Expended Amount	0	-750,920	0	-750,920
This Item	0	-75,000	0	-75,000
BALANCE	0	4,080	5,100,000	5,104,080
FUND(S): WATER CIP				
<p>COMMENTS: Funding is available in the 2014-15 Water CIP for this item. Contract modifications for additional engineering services, in the amount of \$75,000, will leave a total project balance of \$5,104,080 for future expenditures on the Disinfection Improvements project.</p> <p>STRATEGIC PLAN GOAL: Obtaining additional engineering services to address project requirements relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Additional engineering services necessary are: for additional engineering design for new buildings for chemical storage buildings in order to meet the Fire Department requirements, modifications to engineering design report and engineering drawings to install segments of the chemical pipe during the on-going construction of the Stadium Pump Station.</p> <p>The original contract amount was \$750,920.00. The Engineering Department is seeking City Council approval of this first modification in the amount of \$75,000.00 because the amount of the modification increase exceeds \$50,000.00. The revised contract amount is \$825,920.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification No. 1			N/A	

CONTRACT MODIFICATION NO. 1

BOOSTER CHLORINATION AT WATER PUMP STATIONS PROJECT NO. 6526 PURCHASE ORDER NO. 105153

This shall serve as the **First** Modification to the Contract between the **CITY OF PLANO, TEXAS** (hereinafter "City") and **ARCADIS U.S., INC.** (hereinafter "Consultant") dated **FEBRUARY 25, 2015**, for Professional Engineering Services for the referenced project.

Services:

This Modification amends the scope of services as originally set forth in the contract as Additional Services to account for design modifications being made to the Custer and Stadium Pump Stations design. During initial scope negotiation, it was agreed upon that existing buildings would be utilized at Custer and Stadium. During preliminary design, it was determined that new buildings would be required which has increased the design efforts. Additionally, services have been requested to prepare a change order to complete some work during the current Stadium Pump Station project to prevent having to remove newly installed paving.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$75,000. The breakdown of the fee is a total of \$60,000 for the design, drafting and quality control and assurance for the additional 16 sheets; \$10,000 to cover revisions in the Preliminary Engineering Report, and \$5,000 for the additional coordination costs to develop engineering plan for the installation of segments of the chemical pipes during the current construction of the Stadium Pump Station.

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

Original Contract Amount	\$ <u>750,920.00</u>
Contract Amount (Including Previous Modifications)	\$ <u>750,920.00</u>
Amount, Modification No. 1	\$ <u>75,000.00</u>
Revised Contract Amount	\$ <u><u>825,920.00</u></u>
Total Percent Increase Including Previous Modifications	<u>9.99%</u>

CITY OF PLANO
OWNER

By: _____
(signature)

Print Name: BRUCE D. GLASSCOCK

Print Title: CITY MANAGER

Date: _____

ARCADIS U.S., INC.
CONSULTANT

By: _____
(signature)

Print Name: RANDY MCINTYRE, P.E.

Print Title: VICE PRESIDENT

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 2015, by, **RANDY MCINTYRE, P.E., VICE PRESIDENT**, of **ARCADIS-US, INC.**, a **DELAWARE** corporation, licensed to business in the State of Texas, 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 _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/14/2015			
Department:		Administrative Services			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
To approve an expenditure for an Interim Technology Director in the amount of \$32,000 per month for an estimated four month period for an estimated total of \$128,000 from Thinkbox Technology Group LLC for the Technology Services department and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	191,915	178,000	369,915
Encumbered/Expended Amount		0	-159,915	0	-159,915
This Item		0	-32,000	-96,000	-128,000
BALANCE		0	0	82,000	82,000
FUND(s): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: Funding for this item is available in the 2014-15 and 2015-16 Technology Services Fund Budget. Professional Services to hire an Interim Director of Technology Services, in the total amount of \$128,000 for four months, will leave an available balance of \$82,000 for other professional services in the 2015-16 Budget. The contract allows for the city to renew the contract after four months on a month-to-month basis at \$32,000 per month.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional services to oversee the Technology Services department during the search for a new director relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Per the recommendation memorandum.					
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022 (a) (4).					
List of Supporting Documents: Recommendation Memorandum			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: August 24, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Jim Parrish, Deputy City Manager
Subject: Interim Technology Director

This memorandum is a recommendation to award Thinkbox Technology Group, LLC the City contract for professional services for a resource to act as Interim Technology Director until a full time candidate is hired to fill the vacated position. This resource will plan, coordinate, direct and design all operational activities for the Technology Services department, as well as provide direction and support for technology solutions that enhance business operations, under the direction and reporting to the Deputy City Manager. The Interim Technology Director will demonstrate global leadership and authority; including resource allocation, project management, and software development life cycle management, system integration, testing, interface facilitation and analysis.

If this recommendation is not approved, the City of Plano's Technology Services team may lose disciplined project and program management, operations support, customer service, and technology governance. Technology guidance is essential to various levels of the organization as technology is integrated into overall business strategy, operations and public safety.

This contract will be on a month-to-month basis for an estimated time of approximately four months at approximately \$32,000 per month, including all travel expenses, for a total estimated expenditure of \$128,000.

Please review and begin the necessary steps for award of this contract for an estimated 4 month period on a month-to-month basis.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/14/2015			
Department:		Administrative Services			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
To approve an expenditure for a Technology Services Assessment and Project Management Office Analysis and Development in the estimated amount of \$297,972 from Thinkbox Technology Group LLC for the Technology Services department and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	3,796,723	3,985,336	7,782,059
Encumbered/Expended Amount		0	-2,894,865	0	-2,894,865
This Item		0	-98,331	-199,641	-297,972
BALANCE		0	803,527	3,785,695	4,589,222
FUND(s): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: Funding for this item is available in the 2014-15 and 2015-16 Technology Services Fund budget. An assessment of the Technology Services department and Project Management Office in the amount of \$297,972, will leave a balance of \$803,527 in the 2014-15 fiscal year and a balance of \$3,785,695 in the 2015-16 fiscal year.</p> <p>STRATEGIC PLAN GOAL: Having an outside assessment of departmental operations relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Per the recommendation memorandum.					
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022 (a) (4).					
List of Supporting Documents: Recommendation Memorandum			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: September 2, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Jim Parrish, Deputy City Manager
Subject: TS Assessment and PMO Analysis and Development

This memorandum is a recommendation to award Thinkbox Technology Group LLC the City contract for professional services for a consultant to conduct a full assessment of the Technology Services department which will include its Organization, Operation, Facilities (Data Center) and Technologies. After the current state of the process has been identified, operational analysis seeks to identify reengineering improvement opportunities. Based on the results of the Current State Assessment, a desired state will be identified along with the possibilities of short and/or long-term improvements. The resource will also conduct an analysis of the Project Management Office (PMO) and its factions within the Purchasing department, the TS department, and the City as a whole.

If this recommendation is not approved, the City of Plano's Technology Services team may not be able to gauge the impact of new or different technology implementations. The City may not be able to determine whether the technology infrastructure follows industry best practices. The success of our City's business goals depends on the performance of our technology operations and implementations. Streamlining our operations is imperative to the success of our overall business goals.

This contract will be for an estimated time of approximately four months at approximately, including all travel expenses, for an estimated expenditure of \$297,972.

Please review and begin the necessary steps for award of this contract for an estimated 4 month period.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City of Plano, Texas, ratifying the terms and conditions of a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Architectural Renovation Phase 1 construction for a Guaranteed Maximum Price (GMP) in the amount of \$49,795; approving its execution by the City Manager or his designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	75,242	1,150,000	500,000	1,725,242
Encumbered/Expended Amount	-75,242	-430,324	0	-505,566
This Item	0	-49,795	0	-49,795
BALANCE	0	669,881	500,000	1,169,881
FUND(S): CAPITAL RESERVE & PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available in the 2014-15 Capital Reserve CIP and Park Improvements CIP for this item. Securing the house and outbuildings and selective demolition of the interior at the Saigling House property, in the amount of \$49,795, will leave a project balance of \$1,169,881 available for future phases on the Saigling House project. Additional project funding will be available from the Downtown Plano TIF and the ArtCentre of Plano.</p> <p>STRATEGIC PLAN GOAL: Site work to prepare for future improvements at Saigling House relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
See Recommendation Memo				
Project Location Map: https://goo.gl/maps/khl7b				

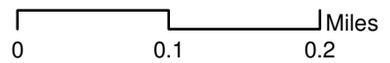
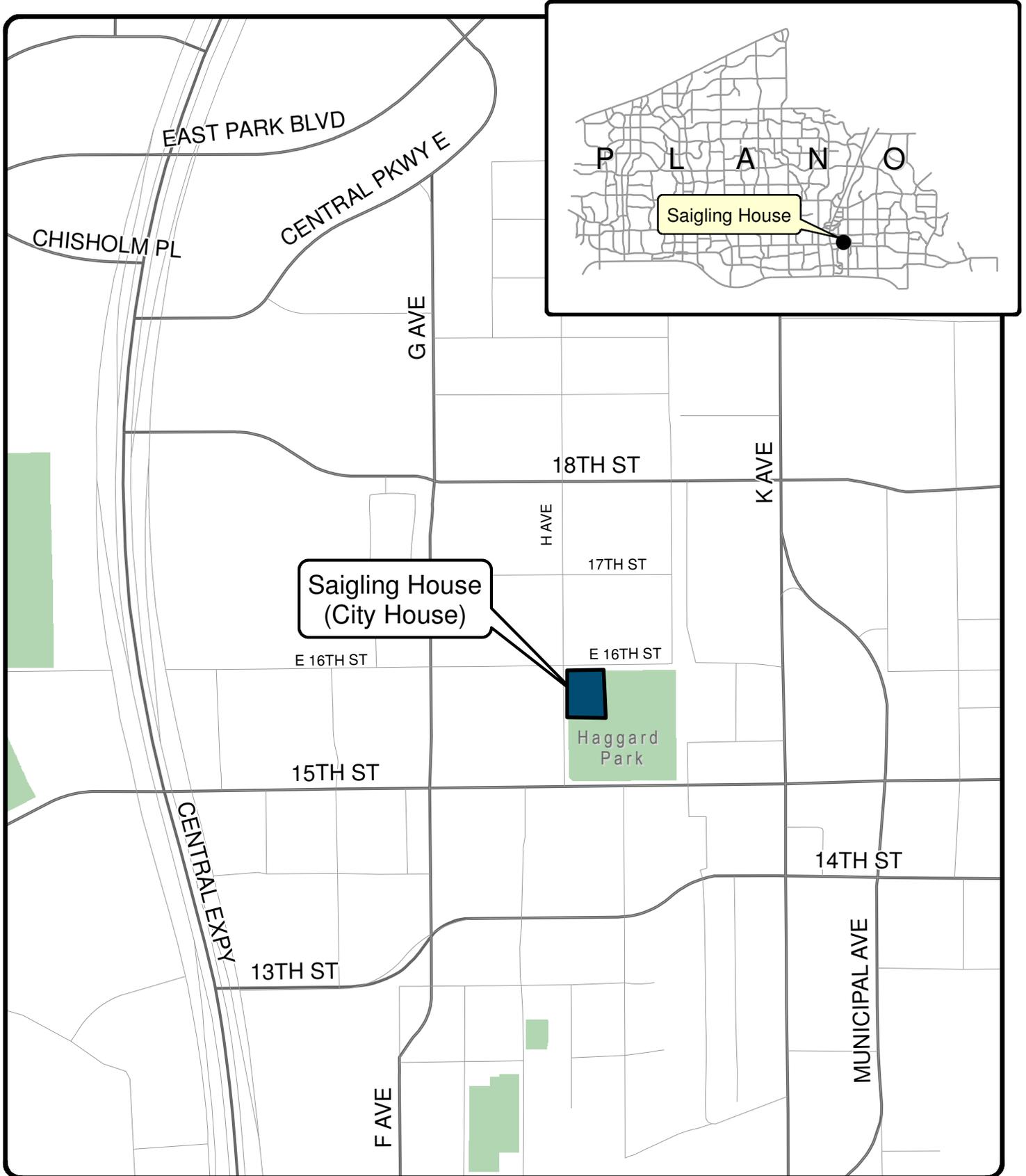


CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Memorandum Resolution-Ratification	Other Departments, Boards, Commissions or Agencies

Location Map

Saigling House located at 902 East 16th Street





Memorandum

Date: August 27, 2015
To: Nicole Mucha, Purchasing Department
From: Elizabeth Del Turco, Park Planning
Subject: Saigling House Architectural Renovation CMAR Services, Phase 1 Construction

Saigling House Phase 1 Construction \$49,795 (In Progress)

The purpose of this Agenda Item is for ratification of an expenditure of \$49,795 to secure the Saigling House against potential vandalism. The House was vacated on August 10th; it became necessary to secure and board up the property as quickly as possible. Staff believes that delaying this work could have resulted in serious damage to the house.

Saigling House Architectural Renovation Phasing and Budget

In order to expedite completion of the project, City Staff, Phoenix 1 Restoration and Construction, Ltd, and the project consultant, Quimby-McCoy Preservation Architecture, LLP recommend that the project be bid and constructed in three phases. This process allows construction to begin immediately upon vacancy and maximize the potential for completing the project by December 2016. Contractor has provided a Guaranteed Maximum Price (GMP) for the first two phases.

The phases with their estimated construction costs are as follows:

Construction Manager At Risk (CMAR) Professional Services Agreement	\$ 4,800 (in progress)
Phase 1 Construction Secure House and Outbuildings, Selective Interior Demolition	\$ 49,795 (in progress)
Phase 2 Selective Exterior Demolition, Tree Removal and Grubbing	\$ 40,396
Phase 3 External Restoration, Internal Renovation, Landscape Integration with Park	\$2,382,121

Pricing is based on recent bids received by Phoenix 1 Restoration and Construction Ltd, outside contractors' estimates, and the consultant's estimates for the project.

Project Funding

Funding for the Saigling House Architectural Renovation is available from the following sources:

1. Capital Reserve Funds	\$ 676,718
2. Park Bond Funds	\$ 500,000
3. Tax Increment Funding	\$ 500,000
4. ACNT Directed Donations	\$ 500,000
5. ArtCentre Capital Contributions	\$ 300,000
Total Funding Available	\$2,476,718

Project History

Saigling House was built in 1906, and is located at 902 East 16th Street, on the northwest corner of Haggard Park. The house was previously owned and operated by CITY House, and was purchased by the City of Plano in 2012 with the agreement that CITY House would be allowed to occupy the premises until August 10, 2015. With the passage of Resolution 2014-12-13(R), Council approved the Memorandum of Understanding (MOU) between the

City of Plano and the ArtCentre of Plano to rehabilitate, restore, and repurpose the House to provide gallery space, classrooms, offices, and special events.

Staff met with area residents, the Historic Downtown Property Owners' Association, the Saigling family, and the City of Plano Heritage Commission for 7 months to develop a plan for the rehabilitation of the house, and the integration of the property into Haggard Memorial Park. The current plan is a result of those meetings.

cc: Amy Fortenberry, Director of Parks and Recreation
Robin Reeves, Chief Park Planner

A Resolution of the City of Plano, Texas, ratifying the terms and conditions of a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Architectural Renovation Phase 1 construction for a Guaranteed Maximum Price (GMP) in the amount of \$49,795; approving its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City of Plano has engaged in a request for qualifications for phased renovation of the Saigling House, which having been constructed as a residential home in 1906 is being renovated to support a new operational and revenue generating public art gallery, classrooms, and events space; and

WHEREAS, Phoenix 1 Restoration and Construction, Ltd. has been selected as the most qualified firm to provide Construction Manager At Risk services for the construction of Saigling House Renovation Phase 1; and

WHEREAS, The City Council wishes to establish a Guaranteed Maximum Price of \$49,795 for the construction of Saigling House Renovation Phase 1; and

WHEREAS, due to the immediate need to secure the Saigling House, the funds were released prior to approval by the City Council; and

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

WHEREAS, the City Council has been presented a Guaranteed Maximum Price Amendment ("Amendment") by and between Phoenix 1 Restoration and Construction, Ltd. and the City of Plano, for Saigling House Renovation Phase 1; and

WHEREAS, the City Council finds that the terms and conditions thereof should be ratified and approved.

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

Section I. The terms and conditions of the Amendment, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, are hereby in all things ratified and execution by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

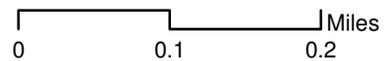
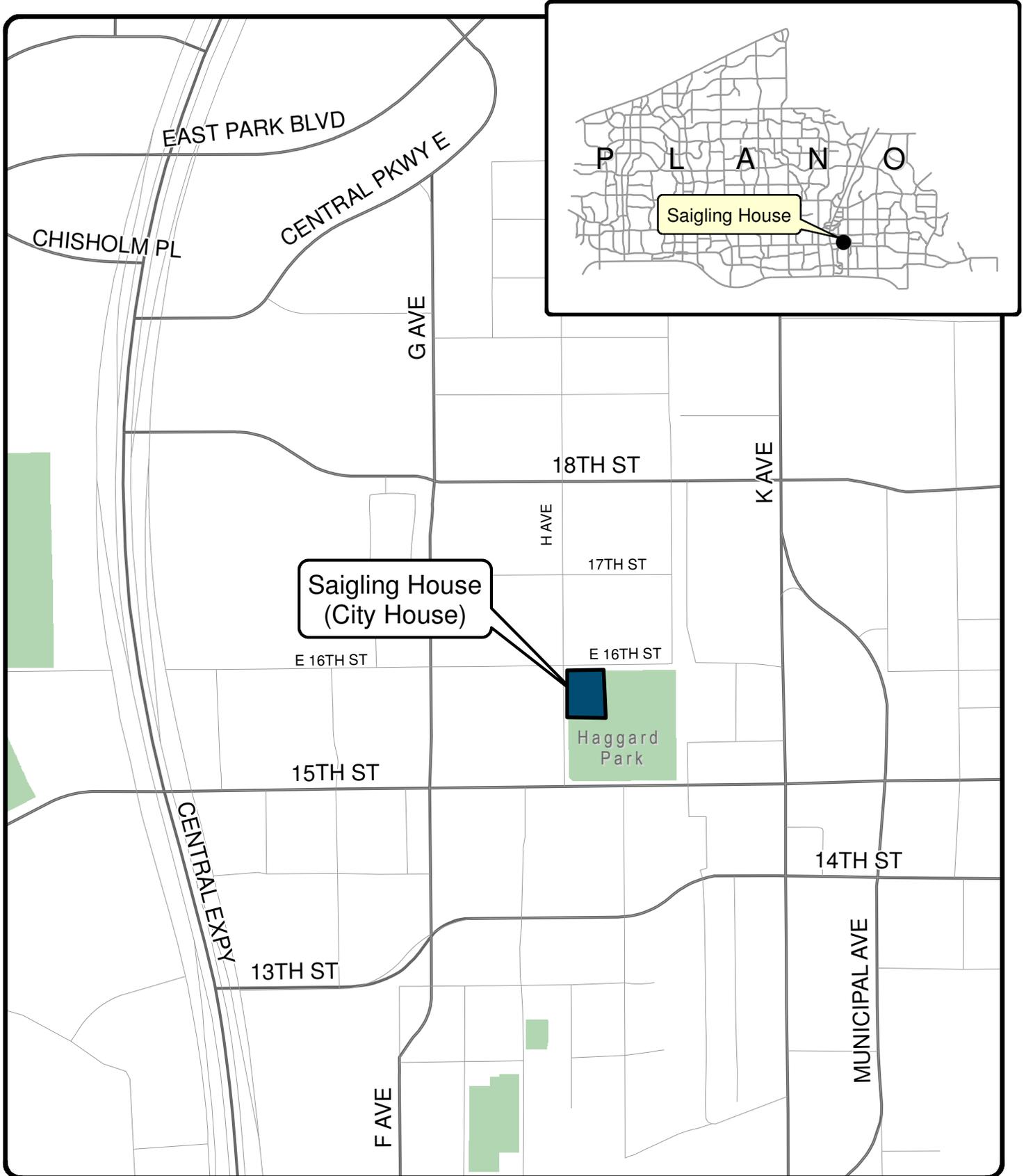


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 2 construction for a Guaranteed Maximum Price (GMP) of \$40,396; authorizing the City Manager, or his designee, to execute the necessary contract documents; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	75,242	1,150,000	500,000	1,725,242
Encumbered/Expended Amount	-75,242	-430,324	0	-505,566
This Item	0	-40,396	0	-40,396
BALANCE	0	679,280	500,000	1,179,280
FUND(S): CAPITAL RESERVE & PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available in the 2014-15 Capital Reserve CIP and Park Improvements CIP for this item. Selective exterior demolition, tree removal and grubbing at the Saigling House property, in the amount of \$40,396, will leave a project balance of \$1,179,280 available for future phases on the Saigling House project. Additional project funding will be available from the Downtown Plano TIF and the ArtCentre of Plano.</p> <p>STRATEGIC PLAN GOAL: Site work to prepare for future improvements at Saigling House relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
See Recommendation Memo				
Project Location Map: https://goo.gl/maps/khl7b				
List of Supporting Documents: Location Map Memorandum Resolution			Other Departments, Boards, Commissions or Agencies	

Location Map

Saigling House located at 902 East 16th Street





Memorandum

Date: August 27, 2015
To: Nicole Mucha, Purchasing Department
From: Elizabeth Del Turco, Park Planning
Subject: Saigling House Architectural Renovation CMAR Services, Phase 2 Construction

Project History

Saigling House was built in 1906, and is located at 902 East 16th Street, on the northwest corner of Haggard Park. The house was previously owned and operated by CITY House, and was purchased by the City of Plano in 2012 with the agreement that CITY House would be allowed to occupy the premises until August 10, 2015. With the passage of Resolution 2014-12-13(R), Council approved the Memorandum of Understanding (MOU) between the City of Plano and the ArtCentre of Plano to rehabilitate, restore, and repurpose the House to provide gallery space, classrooms, offices, and special events.

Staff met with area residents, the Historic Downtown Property Owners' Association, the Saigling family, and the City of Plano Heritage Commission for 7 months to develop a plan for the rehabilitation of the house, and the integration of the property into Haggard Memorial Park. The current plan is a result of those meetings.

Construction Manager At Risk Selection Process

Three firms submitted their qualifications to provide Construction Manager At Risk (CMAR) services to the City of Plano for the Saigling House Architectural Renovation project. Phoenix 1 Restoration and Construction, Ltd. was selected as the most qualified firm to provide these services, and a contract was entered into with them to provide preconstruction services.

Project Schedule

The construction timeline for the project is from the date the House is vacated to an approximate completion date of December 2016, and is a critical element of the project. Due to the age of the House, the specialized treatment required to preserve the historic structure, as well as the need for a flexible start time, the Construction Manager At Risk method of delivery was selected as the most efficient method to meeting both budget and completion times.

Saigling House Architectural Renovation Phasing and Budget

In order to expedite completion of the project, City Staff, Phoenix 1 Restoration and Construction, Ltd., and the project consultant, Quimby-McCoy Preservation Architecture, LLP recommend that the project be bid and constructed in three phases. This process allows construction to begin immediately upon vacancy and maximize the potential for completing the project by December 2016. Contractor has provided a Guaranteed Maximum Price (GMP) for the first two phases.

The phases with their estimated construction costs are as follows:

Construction Manager At Risk (CMAR) Professional Services Agreement	\$ 4,800 (in progress)
Phase 1 Construction Secure House and Outbuildings, Selective Interior Demolition	\$ 49,795 (in progress)
Phase 2 Selective Exterior Demolition, Tree Removal and Grubbing	\$ 40,396
Phase 3 External Restoration, Internal Renovation, Landscape Integration with Park	\$2,382,121

Pricing is based on recent bids received by Phoenix 1 Restoration and Construction Ltd., outside contractors' estimates, and the consultant's estimates for the project.

Construction Manager At Risk (CMAR) Professional Services Agreement (In Progress) – Contractor will render an ongoing opinion of probable cost and value engineering throughout the finalization of construction plans for a flat fee of \$4,800.

Phase 1 Construction – Phoenix 1 Restoration and Construction, Ltd. is in the process of expediting Phase 1 for the Guaranteed Maximum Price (GMP)\$ 49,795 to secure the house and grounds, and conduct selective demolition in the interior of the House.

Phase 2 Construction – With City Council approval, a Guaranteed Maximum Price (GMP) Amendment with Phoenix 1 Restoration and Construction, Ltd. will be executed for a GMP of \$40,396. Providing authorization to proceed with this phase will allow selective demolition on the exterior of the House, and will facilitate value engineering for the project, as well as accurate bidding by subcontractors.

Phase 3 Construction – Phoenix 1 Restoration and Construction, Ltd. will bid the Phase 3 as plans are completed, responding to and incorporating information derived from the first two phases of selective demolition. The bids will be evaluated, and if necessary, the project will be modified to stay within the project budget. A GMP for Phase 3 will be determined and submitted to City Council for approval before beginning work.

How Can We Know that the Guaranteed Maximum Price Provided by Phoenix 1 Restoration and Construction, Ltd. is in the Best Interest of the City of Plano?

Phoenix 1 Restoration and Construction, Ltd. will solicit bids for the each phase of the project. Staff, the Consultant, and Phoenix 1 Restoration and Construction, Ltd. will review the bids and identify opportunities for value engineering that could reduce the project cost. For each element of the project the lowest responsible bid will be taken. The total Guaranteed Maximum Price will be the sum of the lowest responsible bids plus normal cost for construction administration and general conditions applied by Phoenix 1 Restoration and Construction, Ltd. which will also be reviewed by City Staff. The City has the right not to enter into a contract if any of these costs exceed typical construction cost for a project of this type.

Project Funding

Funding for the Saigling House Architectural Renovation is available from the following sources:

1. Capital Reserve Funds	\$ 676,718
2. Park Bond Funds	\$ 500,000
3. Tax Increment Funding	\$ 500,000
4. ACNT Directed Donations	\$ 500,000
5. ArtCentre Capital Contributions	<u>\$ 300,000</u>
Total Funding Available	\$2,476,718

cc: Amy Fortenberry, Director of Parks and Recreation
Robin Reeves, Chief Park Planner

A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 2 construction for a Guaranteed Maximum Price (GMP) of \$40,396; authorizing the City Manager, or his designee, to execute the necessary contract documents; and providing an effective date.

Whereas, the City of Plano has engaged in a request for qualifications for phased renovation of the Saigling House which, having been constructed as a residential home in 1906, is being renovated to support a new operational and revenue generating public art gallery, classrooms, and events space; and

Whereas, Phoenix 1 Restoration and Construction, Ltd. has been selected as the most qualified firm to provide Construction Manager At Risk services for the construction of Saigling House Renovation Phase 2; and

Whereas, The City Council wishes to establish a Guaranteed Maximum Price for \$40,396 for the construction of Saigling House Renovation Phase 2; 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 authorized designee should be authorized to execute a Guaranteed Maximum Price Amendment of \$40,396 for the Saigling House Renovation Phase 2 construction project.

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

Section I. A Guaranteed Maximum Price in the amount of \$40,396 for construction of Saigling House Renovation Phase 2 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 authorized designee is authorized to execute a Guaranteed Maximum Price Amendment and all other necessary documents with Phoenix 1 Restoration and Construction, Ltd. for the construction of the Saigling House Renovation Phase 2 with a GMP of \$40,396.

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/2015		
Department:		Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Andrea Park x 5113				
CAPTION				
<p>A Resolution of the City of Plano, Texas, requesting our United States Senators, working with appropriate Congressional Representatives of the Eastern District of Texas, to work for the prompt passage of the legislation recommended by the Administrative Office of the US Courts to authorize and establish two emergency judgeships for the Eastern District of Texas; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: This Resolution requesting prompt passage of the legislation to authorize and establish two (2) emergency judgeships relates to the City's Goal of Safe Large City.				
SUMMARY OF ITEM				
<p>A Resolution requesting our United States Senators to authorize and establish two emergency judgeships for the Eastern District of Texas for residents who need reasonable access to the federal courts.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

A Resolution of the City of Plano, Texas, requesting our United States Senators, working with appropriate Congressional Representatives of the Eastern District of Texas, to work for the prompt passage of the legislation recommended by the Administrative Office of the US Courts to authorize and establish two emergency judgeships for the Eastern District of Texas; and providing an effective date.

WHEREAS, in 2014 the Texas State Demographer issued startling reports forecasting population increases for the state of Texas in the next 15-20 years, including some 15 million more Texans;

WHEREAS, the Texas State Demographer's forecast, taken even conservatively, reflects that the Sherman Division of the Eastern District of Texas, already with half of the District's population, will, in 15-20 years, pass the Dallas Division of the Northern District of Texas in population;

WHEREAS, the Dallas Division of the Northern District of Texas is not overstaffed with its 7 full time authorized judgeships, and the Sherman Division is grossly understaffed with two judgeships;

WHEREAS, the last general courts bills assessing and increasing the need for additional judicial infrastructure was in 1992, reflecting a lengthy process for increasing the number of judgeships among states and districts competing for them;

WHEREAS, the Collin County, Denton County, Grayson County, and Eastern District of Texas Bar Associations recognize the need for judicial relief in the Eastern District of Texas and wished to co-sponsor a conference to consider the stress and strain on the existing judicial infrastructure of the Eastern District of Texas and the increased stress placed on that infrastructure by the population growth forecast by the Texas State Demographer, particularly in the Sherman Division;

WHEREAS, that conference was planned and scheduled to be co-hosted by the County Judges of Collin, Denton, and Grayson Counties, Honorable Keith Self, Mary Horn, and Bill Magers, on August 4, 2015, 10 am – 1 pm;

WHEREAS, along with community, business, education, prosecutor, and judicial leaders from several counties in the Eastern District of Texas, representatives of the City of Plano, Texas, attended the August 4, 2015 Eastern District of Texas Judicial Infrastructure Planning Conference at the Center for American and International Law at 5201 Democracy Drive in Plano, Texas, co-sponsored by the Collin County, Denton County, Grayson County and Eastern District of Texas Bar Associations, to address the demands made by exploding populations of the Eastern District of Texas upon our existing judicial infrastructure;

WHEREAS, that conference explored the needs for and stresses upon the Eastern District of Texas's judicial infrastructure currently and as projected through the next 15-20 years;

WHEREAS, that conference considered the Eastern District of Texas's emergency status as recognized by the Administrative Office of the US Courts;

WHEREAS, that conference considered the Administrative Office's proposed legislation to accord the Eastern District of Texas with two emergency judgeships, along with judgeships for other emergency districts;

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

Section I. The City requests our United States Senators, working with appropriate Congressional Representatives of the Eastern District of Texas, to work for the prompt passage of the legislation recommended by the Administrative Office of the US Courts to authorize and establish as soon as possible two emergency judgeships for the Eastern District of Texas as part of the efforts to meet the needs for adequate judicial infrastructure in the Eastern District of Texas and its 43 counties and 50,000 square miles of good, solid Texas residents who need reasonable access to the federal courts.

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/14/2015			
Department:		Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): Andrea Park x 5113					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 thru 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	107,590	107,590
BALANCE		0	0	107,590	107,590
FUND(S): GENERAL FUND					
<p>COMMENTS: This item would renew a license granted to Sprint that permits the installation, operation and maintenance of Sprint communications equipment at City of Plano facilities for a five year term for approximately \$107,590 depending on the payment method chosen by Sprint. The license allows for three five-year renewals if the City of Plano and Sprint both agree.</p> <p>STRATEGIC PLAN GOAL: Obtaining revenue by granting a license to telecommunications providers to install, operate and maintain equipment at City of Plano facilities relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
A resolution approving the renewal of the Route Specific Communications Facilities License between the City of Plano and Sprint Communications Company, L.P.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Agreement					

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas and Sprint Communications Company, L.P., a Delaware limited partnership, a substantial copy of which amendment is attached hereto as Exhibit "A" ("Second Amendment") and incorporated herein by reference; and

WHEREAS, the City of Plano and Sprint Communications Company, L.P. entered into a Communications Facilities License on February 5, 2001 ("License") and an Amendment to Route Specific Communications Facilities License on January 19, 2006 ("First Amendment"); and

WHEREAS, the City of Plano and Sprint Communications Company, L.P. desire to further amend the License and First Amendment as set forth in the Second Amendment; 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 should be authorized to execute the Agreement on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, 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 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS

§

SECOND AMENDMENT TO ROUTE
SPECIFIC COMMUNICATIONS
FACILITIES LICENSE

COUNTY OF COLLIN

§
§
§

KNOW ALL BY THESE PRESENTS:

This Second Amendment to Route Specific Communications Facilities License ("Second Amendment") is made this _____ day of _____, 2015, by and between the CITY OF PLANO, TEXAS, a home rule municipal corporation (hereinafter referred to as the "CITY") and Sprint Communications Company, L.P., a Delaware limited partnership, d/b/a Sprint (hereinafter referred to as "LICENSEE"), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, CITY and LICENSEE entered into a Route Specific Communications Facilities License dated February 5, 2001 ("License") permitting the installation, operation and maintenance of facilities for housing and operating LICENSEE's communications equipment, including the installation and maintenance of ground equipment (herein called "Structure"); and

WHEREAS, CITY and LICENSEE entered into an Amendment to Route Specific Communications Facilities License dated January 19, 2006 ("First Amendment") which amended certain terms of the License; and

WHEREAS, CITY and LICENSEE entered into a Letter Agreement dated November 23, 2010, which extended the License to February 4, 2016; and

WHEREAS, LICENSEE is a telecommunications company duly authorized to provide certain telecommunications services and LICENSEE and CITY desire to further amend the License and First Amendment as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Term.

The term of the License is hereby extended for a period of five (5) years, commencing February 5, 2016, and expiring on February 4, 2021 (“Renewal Term”) and may thereafter be renewed for up to three additional five (5) year terms upon mutual agreement of the parties, which agreement shall not be entered more than one (1) year prior to the expiration of each successive term.

2. Cost.

For the Renewal Term and any subsequent term, LICENSEE shall pay a license fee to CITY as follows:

(a) a lump sum, in advance, for the entire Renewal Term, as calculated by the terms of the First Amendment, which sum for the Renewal Term due February 5, 2016 is \$107,590.08, or

(b) an annual license payment due February 5 of each year of the Renewal Term, with the first payment of \$21,518.02 due February 5, 2016. Each annual payment which comes due shall be increased, at LICENSEE's option, by either three percent (3%) or the CPI-U (Dallas/Ft. Worth) adjustment.

The method of payment (*i.e.*, lump sum or annual payments) shall be at the sole option of LICENSEE, shall be selected at the outset of the Renewal Term and any subsequent term, and shall be binding for the length of each term.

Should the LICENSEE exercise the renewal option(s) following the Renewal Term as referred to in Section 1 above, the license fee for each successive renewal term shall be calculated by increasing the license fee for the previous term by, at LICENSEE's option, either (i) an annual rate of three percent (3%) or (ii) the annual CPI-U (Dallas/Ft Worth) adjustment. The license fee for any successive renewal term will be due in lump sum or annual payments as outlined in Sub-section (b) above, without invoice, upon exercise of the renewal option.

3. **Ratification of License.** Except as is explicitly amended hereby, the License shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, the First Amendment, and as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By authority of Resolution

By:

No. _____

Bruce D. Glasscock
CITY MANAGER

ATTEST:

Lisa Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

LICENSEE:


Sprint Communications Company L.P. a Delaware limited partnership

By: TIM FARRIS
REAL ESTATE MANAGER
(TITLE)

WITNESS:

Teagun H Perry
5/11/2015
DATE

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

STATE OF Kansas §
§
COUNTY OF Johnson §

This instrument was acknowledged before me on the 11th day of MAY, 2015 by TIM FARRIS, REAL ESTATE MGR, (TITLE) of **Sprint Communications Company L.P.**, a Delaware limited partnership, on behalf of said partnership.

Mary K. Joshi
Notary Public
State of Kansas

Mary K Joshi
Notary Public in and for the State of Kansas
My Commission Expires: 3/31/17



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	122,736	122,736
BALANCE	0	0	122,736	122,736
FUND(S): GENERAL FUND				
<p>COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$122,736 for the funding of one (1) Police Officer assigned to the School Resource Officer Program from October 1, 2015 through September 30, 2016.</p> <p>STRATEGIC PLAN GOAL: The reimbursement of a Plano Police School Resource Officer in a FISD school located within Plano city limits relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Agreement is for the period of October 1, 2015 through September 30, 2016. It is an ongoing agreement in which for the fiscal year 2015-2016, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program.</p>				
List of Supporting Documents: Memo, Resolution and Exhibit "A"			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 17, 2015

To: LaShon Ross, Deputy City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: Renewal of School Resource Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Resource Officers (SRO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SRO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SRO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2015-2016 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, 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 the terms and conditions of the Agreement should be approved, and that the City Manager or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests 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 authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2015 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and FISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2015-2016 fiscal year, to be assigned to duties described in the 2015-2016 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2015 and ending the 30th day of September 2016.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$10,228.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2015-2016 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISC does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISC and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By: _____
Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2015 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2015 by Richard Wilkinson, **Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Frisco Independent School District School Year 2015-2016

The following administrative guidelines are adopted for the School Resource Officer program during school year 2015-2016:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with FISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a FISD principal and a representative from FISD Security, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and FISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to FISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other FISD staff will be compensated at the Department overtime rate by FISD. Examples include but are not limited to attendance at athletic events and open house.

Page 2
Administrative Guidelines
School Year 2015-2016

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 6(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
 9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
 10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
 11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request that the SRO supervisor or other department supervisor responded to the scene if a question arises as to the appropriateness of an officer's course of action.
 12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
 13. Once per semester, the SROs, SRO supervisor, and FISD Security/Staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
 14. A copy of the monthly SRO activity report will be forwarded to FISD Security/Staff each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for school resource officer services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by law and police department policy.

Page 3
Administrative Guidelines
School Year 2015-2016

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2015-2016

The following operational guidelines are adopted for school/police operations during school year 2015-2016. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident at a FISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

Page 2
Operational Guidelines
School Year 2015-2016

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer

shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guideline – The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – FISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guideline – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a FISD campus.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Page 4
Operational Guidelines
School Year 2015-2016

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

Attachment "3"

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Frisco Independent School District School Year 2015 - 2016

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2015 - 2016.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/14/2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	621,012	621,012
BALANCE	0	0	621,012	621,012
FUND(S): GENERAL FUND				
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$621,012 for 50% of the funding for nine (9) Police Officers and one (1) Sergeant assigned to the School Resource Officer Program at various PISD schools from October 1, 2015 through September 30, 2016. STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Resource Officers in PISD schools relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This Agreement is for the period October 1, 2015 through September 30, 2016. It is an ongoing agreement in which for the fiscal year 2015-2016, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution and Exhibit "A"				



Memorandum

Date: August 17, 2015
To: LaShon Ross, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *grush*
Subject: Renewal of School Resource Contract with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Resource Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers, along with one sergeant to supervise the unit, is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2015-2016 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, 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 the terms and conditions of the Agreement should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests 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 authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2015, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and PISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Resource Officer Program in the 2015-2016 fiscal year, to be assigned to duties described in the 2015-2016 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2015, and ending the 30th day of September 2016.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$51,751.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance,

compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2015-2016 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: _____
Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2015 by Bruce D. Glasscock, **City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2015 by Kary Cooper, **Assistant Superintendent for District Services of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Plano Independent School District School Year 2015-2016

The following administrative guidelines are adopted for the School Resource Officer program during school year 2015-2016:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and PISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

Page 2
Administrative Guidelines
School Year 2015-2016

8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO supervisor or other department supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Plano Independent School District School Year 2015-2016

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2015-2016. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

Page 2
Operational Guidelines
School Year 2015-2016

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

Page 3
Operational Guidelines
School Year 2015-2016

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
2. At any time an officer becomes aware of a crime which is of a “high profile” nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

Attachment “3”

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Plano Independent School District School Year 2015 - 2016

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2015 - 2016.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/14/15			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): Billy Bailey (x) 5411					
CAPTION					
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-1-4; establishing the number of certain classifications within the Fire Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): N/A					
COMMENTS: Funding for the salary increases for the Fire Department Civil Service positions is included in the FY 2015-16 Recommended Budget. STRATEGIC PLAN GOAL: Approving salary plan changes relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.					
SUMMARY OF ITEM					
FY15-16 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. 2015-1-4; establishing the number of certain classifications within the Fire Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.

Whereas, on January 12, 2015 by Ordinance No. 2015-1-4, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within 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 September 21, 2015, 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 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. 2015-1-4 duly passed and approved by the City Council of the City of Plano, Texas on January 12, 2015 is repealed in its entirety effective September 21, 2015.

Section II. The number of positions in the City of Plano Fire Department effective September 21, 2015 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2015-16, as set forth in Exhibit "A" is hereby approved.

Section III. 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 IV. 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 V. 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 VI. Upon passage, this Ordinance shall become effective September 21, 2015.

DULY PASSED AND APPROVED, this, the 14th day of September 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



**CITY OF PLANO
2015 - 2016 CIVIL SERVICE
COMPENSATION PLAN
Effective 9/21/2015**

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Firefighter	9/21/2015 - 204	Hourly: Monthly: Annual:	\$21.7124 \$5,269 \$63,227		\$23.2435 \$5,640 \$67,685	\$25.6050 \$6,213 \$74,562
002	Fire Engineer	9/21/2015 - 58	Hourly: Monthly: Annual:	\$28.7983 \$6,988 \$83,861			
003	Lieutenant	9/21/2015 - 24	Hourly: Monthly: Annual:	\$32.2998 \$7,838 \$94,057			
004	Captain	9/21/2015 - 49	Hourly: Monthly: Annual:	\$35.9213 \$8,717 \$104,603			
005	Battalion Chief	9/21/2015 - 7	Hourly: Monthly: Annual:	\$40.8998 \$9,925 \$119,100			
006	Deputy Fire Chief	9/21/2015 - 6	Hourly: Monthly: Annual:	\$62.5251 \$10,838 \$130,052			
007	Appointed Assistant Fire Chief	9/21/2015 - 2	Hourly: Monthly: Annual:	\$67.3942 \$11,682 \$140,180			

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

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Human Resources		
Department Head		Shanté Afakia		
Agenda Coordinator (include phone #): Billy Bailey (x) 5411				
CAPTION				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2015-2-16; establishing the number of certain classifications within the Police Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: Funding for the Police Department Civil Service positions, in accordance with the Civil Service Plan, is included in the FY 2015-16 recommended budget. STRATEGIC PLAN GOAL: Updates to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
New FY 2015-16 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. 2015-2-16; establishing the number of certain classifications within the Police Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date.

Whereas, on February 23, 2015 by Ordinance No. 2015-2-16, 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 September 21, 2015, 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 six (6) Police Officer 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. 2015-2-16 duly passed and approved by the City Council of the City of Plano, Texas on February 23, 2015 is repealed in its entirety effective September 21, 2015.

Section II. The number of positions in the City of Plano Police Department effective September 21, 2015 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2015-16, as set forth in Exhibit "A" is hereby approved and adopted.

Section III. 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 IV. All provisions of the Ordinances of the City of Plano, codified and 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 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 VI. Upon passage, this Ordinance shall become effective September 21, 2015.

DULY PASSED AND APPROVED, this, the 14th day of September 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Human Resources		
Department Head		Shanté Akafia		
Agenda Coordinator (include phone #): Billy Bailey (x) 5411				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-9-18; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: Funding for the Fire and Police Department Certification Pay, in accordance with the Civil Service Plan, is included in the FY 2015-16 recommended budget.</p> <p>STRATEGIC PLAN GOAL: Changes to the Certification Pay Plan for the Plano Police and Fire Departments relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
New FY 2015-16 New Civil Service Assignment and Certification pay				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-9-18 establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.

Whereas, on September 22, 2014 by Ordinance No. 2014-9-18 the City Council of the City of Plano, Texas, approved and adopted the certification and assignment pay plans for members of the Fire and Police Departments 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 desire to revise the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plans; and Fire Department preceptor pay plan.

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

Section I. Ordinance No. 2014-9-18 duly passed and approved by the City Council of the City of Plano, Texas on September 22, 2014 is repealed in its entirety effective September 21, 2015.

Section II. In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Police Department

Texas Commission on Law Enforcement Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Section III. Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancements within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

Section IV. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are; (1) certified as an Emergency Medical Technician Paramedic (EMT-P) by the Texas Department of State Health Services, and (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano and are assigned such duties by the Fire Chief of the City of Plano. For those that hold the rank of Fire Rescue Specialists (FRS), Fire Engineers, Lieutenants (LT), and Captains (CAPT) will receive \$350 a month.

Section V. Paramedic assignment pay shall be initiated at the beginning of the next pay period following receipt of being assigned by the Fire Chief of the City of Plano and approved by the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

Section VI. An ambulance assignment pay of \$30 is authorized for each paramedic and EMT, for each shift the individual is assigned to an ambulance.

Section VII. In accordance with Section 143.042 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

Paramedic Preceptor	\$45.00 per 24 hour shift
---------------------	---------------------------

Section VIII. In accordance with Section 143.043 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the duties and responsibilities as a Field Training Officer shall receive \$2.375 per hour worked.

Section IX. 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 X. 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 XI. Upon passage, this Ordinance shall become effective September 21, 2015.

DULY PASSED AND APPROVED, this, the 14th day of September 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/2015		
Department:		Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Andrea Park x 5113				
CAPTION				
<p>First reading of an Ordinance of the City of Plano, Texas, to amend Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15 thru 2017-18	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
<p>COMMENTS: This item has no fiscal impact. This item extends Ordinance No. 2008-4-42 that ended June 9, 2013 to June 9, 2018.</p> <p>STRATEGIC PLAN GOAL: Extending the franchise agreement with Denton County Electric Cooperative, Inc., (CoServe Electric) relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Ordinance renews Ordinance No. 2008-4-42 for five additional years under the same terms and conditions and ratifying any use since expiration. First Reading.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on June 2, 2003, by Ordinance No. 2003-6-3, the City Council of the City of Plano, Texas (“City”), granted to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric (“CoServ Electric”), a non-exclusive franchise to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system (“Franchise”); and

WHEREAS, the term of the Franchise was previously extended for an additional period of five (5) years by Ordinance No. 2008-4-42; and

WHEREAS, the Franchise expired under its own terms on June 9, 2013; and

WHEREAS, CoServ Electric has requested that the Franchise be extended for a period of five (5) years and that any use of the Franchise between June 9, 2013 and present be fully ratified as if at all time occurring under and bound by the terms of the Franchise; and

WHEREAS, the City Council accepts that the Franchise should be extended until June 9, 2018, that any use of the Franchise between June 9, 2013 and present be fully ratified as if at all time occurring under and bound by the terms of the Franchise, and that the Franchise have the same terms and conditions as the Franchise granted by Ordinance No. 2003-6-3.

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

Section I. The Franchise is hereby extended until June 9, 2018, under the same terms and conditions as the Franchise granted by Ordinance No. 2003-6-3, and any use of the Franchise between June 9, 2013 and present is fully ratified as if at all time occurring under and bound by the terms of the Franchise.

Section II. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other

provisions of the Code of Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section III. 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 IV. This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano, with the second meeting to be at least 30 days from the first reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

Section V. This Ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon written acceptance by CoServ Electric of this Ordinance attached hereto prior to the effective date; otherwise, this Ordinance shall be null and void,

DULY PASSED AND APPROVED ON FIRST READING this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DULY PASSED AND APPROVED ON SECOND READING (which date is at least 30 days from the first reading) this the ____ day of _____, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**ACCEPTED BY DENTON COUNTY
ELECTRIC COOPERATIVE, INC.,
D/B/A COSERV ELECTRIC**

BY: _____
(Signature)

(Print Name)

(Title)



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2015, and terminating September 30, 2016; and providing an effective date. (Public Hearing held on August 10, 2015)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): VARIOUS				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Approving and adopting the Operating Budget and setting the appropriations for FY 2015-16 relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Ordinance adopts the Operating Budget for Fiscal Year 2015-16 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, 2015, and terminating September 30, 2016; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 10, 2015, 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 2015-16 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

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

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

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

Section I. Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2015, and terminating September 30, 2016, 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:	\$242,817,408
B.	General Fund - Transfer to Capital Reserve Fund:	23,600,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	4,000,000
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:	7,193,442
H.	Convention & Tourism Fund - Operating Appropriation:	8,990,457

I.	Convention & Tourism Fund - Transfer to General Fund:	481,194
J.	Convention & Tourism Fund - Transfer to Capital Reserve Fund:	1,100,000
K.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
L.	Water & Sewer Fund - Operating Appropriation:	108,874,489
M.	Water & Sewer Fund - Transfer to General Fund:	15,836,741
N.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	10,000,000
O.	Water & Sewer Fund - Transfer to Capital Reserve Fund:	1,500,000
P.	Water & Sewer Fund - Transfer to Water & Sewer Debt Service Fund:	910,625
Q.	Water & Sewer Fund - Transfer to Property & Liability Loss Fund:	773,556
R.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
S.	Water & Sewer Fund - Transfer to Technology Services Fund:	2,871,737
T.	Sustainability & Environmental Services Fund - Operating Appropriation:	24,828,746
U.	Sustainability & Environmental Services Fund - Transfer to General Fund:	1,169,290
V.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
W.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	341,199
X.	Municipal Drainage Fund - Operating Appropriation:	3,564,355
Y.	Municipal Drainage Fund - Transfer to General Fund:	504,323
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:	2,666,257
CC.	Recreation Revolving Fund - Operating Appropriation:	3,583,779
DD.	Recreation Revolving Fund - Transfer to General Fund:	193,587
EE.	Golf Course Fund - Operating Appropriation:	926,874
FF.	Golf Course Fund - Transfer to General Fund:	48,566
GG.	Property & Liability Loss Fund - Operating Appropriation:	5,639,707
HH.	HUD Grant Fund - Operating Appropriation:	1,670,305
II.	PTV Fund - Operating Appropriation:	1,788,651
JJ.	Criminal Investigation Fund - Operating Appropriation:	1,131,000
KK.	Technology Fund - Operating Appropriation:	3,746,651
LL.	Technology Fund - Transfer to PTV Fund:	250,000
MM.	Technology Services Replacement Fund - Operating Appropriation:	1,215,291
NN.	General Obligation Bond - Debt Service Appropriation:	41,408,585
OO.	Water & Sewer Revenue Bond - Debt Service Appropriation:	910,625

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

COMBINED BUDGET

	Actuals	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
BEGINNING BALANCES						
Operating Funds:						
General Fund	\$56,310,424	\$38,993,876	\$51,324,818	\$35,754,134	-8.3%	-30.3%
Water & Sewer Fund	27,384,036	20,499,653	22,011,299	19,150,055	-6.6%	-13.0%
Sustainability & Env. Svc. Fund	3,893,194	3,502,195	4,875,159	3,112,941	-11.1%	-36.1%
Convention & Tourism Fund	2,186,185	1,708,972	2,638,418	3,305,407	93.4%	25.3%
Municipal Drainage Utility Fund	3,834,754	3,727,644	5,242,444	1,374,491	-63.1%	-73.8%
Recreation Revolving Fund	1,488,478	1,705,694	1,923,122	2,050,645	20.2%	6.6%
Municipal Golf Course Fund	127,308	216,925	147,342	47,727	-78.0%	-67.6%
PTV Fund	657,806	542,841	1,182,429	526,859	-2.9%	-55.4%
TOTAL OPERATING FUNDS	\$95,882,185	\$70,897,801	\$89,345,031	\$65,322,259	-7.9%	-26.9%
Debt Service Funds:						
General Obligation	\$1,573,431	\$2,557,532	\$3,340,771	\$3,427,459	34.0%	2.6%
Water & Sewer Revenue	0	0	0	0	0.0%	0.0%
TOTAL DEBT SERVICE FUNDS	\$1,573,431	\$2,557,532	\$3,340,771	\$3,427,459	34.0%	2.6%
TOTAL BEGINNING BALANCES	\$97,455,616	\$73,455,333	\$92,685,802	\$68,749,718	-6.4%	-25.8%
REVENUES & TRANSFERS IN						
Operating Funds:						
General Fund	\$237,155,878	\$240,133,805	\$247,741,252	\$263,348,565	9.7%	6.3%
Water & Sewer Fund	116,785,411	122,510,907	125,427,413	135,340,642	10.5%	7.9%
Sustainability & Env. Svc. Fund	23,969,087	24,201,319	24,137,143	24,555,842	1.5%	1.7%
Convention & Tourism Fund	7,726,109	7,641,646	9,108,757	9,623,871	25.9%	5.7%
Municipal Drainage Utility Fund	7,423,850	7,257,147	7,185,869	7,230,619	-0.4%	0.6%
HUD Grant Fund	1,887,704	1,684,961	1,684,961	1,670,305	-0.9%	-0.9%
Recreation Revolving Fund	3,789,914	3,865,931	3,765,427	3,871,737	0.2%	2.8%
Municipal Golf Course Fund	966,345	1,003,702	835,431	971,330	-3.2%	16.3%
PTV Fund	1,369,190	1,343,969	1,407,724	1,408,846	4.8%	0.1%
TOTAL OPERATING FUNDS	\$401,073,488	\$409,643,387	\$421,293,977	\$448,021,755	9.4%	6.3%
Debt Service Funds:						
General Obligation	\$42,980,813	\$41,273,686	\$41,545,835	\$40,344,771	-2.3%	-2.9%
Water & Sewer Revenue	0	0	0	912,902	100.0%	100.0%
TOTAL DEBT SERVICE FUNDS	\$42,980,813	\$41,273,686	\$41,545,835	\$41,257,672	0.0%	-0.7%
TOTAL REVENUE & TRANSFERS IN	\$444,054,302	\$450,917,073	\$462,839,813	\$489,279,428	8.5%	5.7%
Less: Interfund Transfers	18,710,643	18,731,624	18,064,570	18,733,701	0.0%	3.7%
NET BUDGET REVENUE	\$425,343,659	\$432,185,449	\$444,775,243	\$470,545,726	8.9%	5.8%
TOTAL AVAILABLE FUNDS	\$522,799,275	\$505,640,782	\$537,461,045	\$539,295,444	6.7%	0.3%

APPROPRIATIONS & TRANSFERS OUT**Operations:**

General Fund	\$242,141,484	\$260,502,643	\$263,311,936	\$279,360,850	7.2%	6.1%
Water & Sewer Fund	122,158,148	133,721,274	128,288,658	141,067,148	5.5%	10.0%
Sustainability & Env. Svc. Fund	22,987,122	25,484,196	25,899,361	26,399,235	3.6%	1.9%
Convention & Tourism Fund	7,273,876	8,666,659	8,441,768	10,591,651	22.2%	25.5%
Municipal Drainage Utility Fund	6,016,160	9,602,361	9,769,414	7,254,935	-24.4%	-25.7%
HUD Grant Fund	1,471,387	1,684,961	1,919,169	1,670,305	-0.9%	-13.0%
Recreation Revolving Fund	3,355,270	3,761,069	3,637,904	3,777,366	0.4%	3.8%
Municipal Golf Course Fund	946,311	945,433	935,046	975,440	3.2%	4.3%
PTV Fund	844,567	1,703,586	2,063,294	1,788,651	5.0%	-13.3%
TOTAL OPERATIONS	\$407,194,325	\$446,072,182	\$444,266,550	\$472,885,581	6.0%	6.4%

Debt Service Funds:

General Obligation	\$41,213,473	\$41,550,384	\$41,459,147	\$41,408,585	-0.3%	-0.1%
Water & Sewer Revenue	0	0	0	910,625	100.0%	100.0%
TOTAL DEBT SERVICE FUNDS	\$41,213,473	\$41,550,384	\$41,459,147	\$42,319,210	1.9%	2.1%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$448,407,798	\$487,622,566	\$485,725,698	\$515,204,791	5.7%	6.1%
Less: Interfund Transfers	18,710,643	18,731,624	18,064,570	18,733,701	0.0%	3.7%
NET BUDGET APPROPRIATIONS	\$429,697,155	\$468,890,942	\$467,661,128	\$496,471,089	5.9%	6.2%

ENDING BALANCES**Operating Funds:**

General Fund	\$51,324,818	\$18,625,038	\$35,754,134	\$19,741,849	6.0%	-44.8%
Water & Sewer Fund	22,011,299	9,289,286	19,150,055	13,423,549	44.5%	-29.9%
Sustainability & Env. Svc. Fund	4,875,159	2,219,318	3,112,941	1,269,548	-42.8%	-59.2%
Convention & Tourism Fund	2,638,418	683,959	3,305,407	2,337,628	241.8%	-29.3%
Municipal Drainage Utility Fund	5,242,444	1,382,430	2,658,899	1,350,175	-2.3%	-49.2%
Recreation Revolving Fund	1,923,122	1,810,556	2,050,645	2,145,015	18.5%	4.6%
Municipal Golf Course Fund	147,342	275,194	47,727	43,617	-84.2%	-8.6%
PTV Fund	1,182,429	183,224	526,859	147,054	-19.7%	-72.1%
TOTAL OPERATING FUNDS	\$89,345,031	\$34,469,006	\$66,606,667	\$40,458,434	17.4%	-39.3%

Debt Service Funds:

General Obligation	\$3,340,771	\$2,280,834	\$3,427,459	\$2,363,645	3.6%	-31.0%
Water & Sewer Revenue	0	0	0	2,277	100.0%	100.0%
TOTAL DEBT SERVICE FUNDS	\$3,340,771	\$2,280,834	\$3,427,459	\$2,365,922	3.7%	-31.0%
TOTAL ENDING BALANCES	\$92,685,802	\$36,749,840	\$70,034,126	\$42,824,355	16.5%	-38.9%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$522,382,957	\$505,640,782	\$537,695,254	\$539,295,444	6.7%	0.3%

GENERAL FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALA	\$56,310,424	\$38,993,876	\$47,090,266	\$35,754,134	-8.3%	-30.3%
Encumbrance Adjustment			4,234,552			
Revenues						
Taxes	\$163,778,297	\$165,993,556	\$172,691,469	\$185,240,944	11.6%	7.3%
Franchise Fees	23,469,220	23,890,591	24,643,020	24,950,110	4.4%	1.2%
Fines & Forfeits	7,529,084	8,045,043	7,596,802	7,643,902	-5.0%	0.6%
Miscellaneous Revenue	2,199,380	1,726,119	2,234,903	2,252,315	30.5%	0.8%
Licenses & Permits	8,464,559	8,464,920	9,349,785	10,382,468	22.7%	11.0%
Charges for Services	12,552,999	12,729,850	12,734,288	13,697,706	7.6%	7.6%
Intergovernmental Revenue	1,056,121	1,052,102	926,415	947,419	-9.9%	2.3%
Subtotal Revenues	\$219,049,660	\$221,902,181	\$230,176,682	\$245,114,863	10.5%	6.5%
Intragovernmental Transfers	18,106,218	18,231,624	17,564,570	18,233,701	0.0%	3.8%
TOTAL REVENUES & TRANSFERS	\$237,155,878	\$240,133,805	\$247,741,252	\$263,348,565	9.7%	6.3%
TOTAL RESOURCES	\$293,466,302	\$279,127,681	\$299,066,070	\$299,102,699	7.2%	0.0%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$158,570,167	\$172,701,128	\$170,624,748	\$182,691,235	5.8%	7.1%
Materials & Supplies	5,846,295	7,268,890	8,124,733	8,547,502	17.6%	5.2%
Contractual	41,825,000	45,840,166	46,998,877	49,960,806	9.0%	6.3%
Community Services Agencies	385,533	269,330	269,330	271,140	0.7%	0.7%
Sundry	1,259,984	1,782,549	1,705,826	1,515,532	-15.0%	-11.2%
Reimbursements	(2,288,256)	(2,793,129)	(2,941,512)	(3,346,824)	19.8%	13.8%
Subtotal	\$205,598,723	\$225,068,934	\$224,782,002	\$239,639,391	6.5%	6.6%
Capital Outlay	1,306,108	1,987,802	2,584,027	3,178,017	59.9%	23.0%
TOTAL OPERATIONS	\$206,904,831	\$227,056,736	\$227,366,029	\$242,817,408	6.9%	6.8%
Capital Reserve	\$18,500,000	\$20,000,000	\$22,500,000	\$23,600,000	18.0%	4.9%
Property & Liability Loss Fund	4,145,474	4,136,027	4,136,027	4,000,000	-3.3%	-3.3%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%	0.0%
TS Replacement	0	0	0	500,000		
PTV Fund	250,000	250,000	250,000	250,000	0.0%	0.0%
Economic Development Incentive	11,341,179	8,059,880	8,059,880	7,193,442	-10.8%	-10.8%
TOTAL TRANSFERS	\$35,236,653	\$33,445,907	\$35,945,907	\$36,543,442	9.3%	1.7%
TOTAL APPROPRIATIONS	\$242,141,484	\$260,502,643	\$263,311,936	\$279,360,850	7.2%	6.1%
UNAPPROPRIATED FUND	\$51,324,818	\$18,625,038	\$35,754,134	\$19,741,849	6.0%	-44.8%
Days of Operation				30		

GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
Taxes						
Ad Valorem Taxes:						
Current	\$87,455,573	\$96,914,972	\$97,029,747	\$109,014,656	12.5%	12.4%
Delinquent	133,116	991,275	628,722	1,118,573	12.8%	77.9%
Penalty & Interest	396,464	495,637	495,637	559,287	12.8%	12.8%
Sales Tax	73,976,157	65,947,054	72,673,623	72,673,623	10.2%	0.0%
Mixed Drink Tax	1,659,702	1,484,334	1,703,456	1,714,017	15.5%	0.6%
Bingo Gross Receipts Tax	79,296	81,213	81,213	81,717	0.6%	0.6%
Excess Proceeds on Taxes	77,989	79,071	79,071	79,071	0.0%	0.0%
TOTAL TAXES	\$163,778,297	\$165,993,556	\$172,691,469	\$185,240,944	11.6%	7.3%
Franchise Fees						
Electrical Franchise	\$12,215,769	\$12,443,000	\$12,019,286	\$12,199,575	-2.0%	1.5%
Telephone Franchise	4,101,841	4,224,648	4,146,351	4,146,351	-1.9%	0.0%
Fiber Optics Franchise	20,342	20,342	24,026	24,026	18.1%	0.0%
Gas Franchise	2,858,633	2,887,240	4,001,273	4,061,292	40.7%	1.5%
Cable TV Franchise	4,272,635	4,315,361	4,452,084	4,518,865	4.7%	1.5%
TOTAL FRANCHISE FEES	\$23,469,220	\$23,890,591	\$24,643,020	\$24,950,110	4.4%	1.2%
Fines & Forfeits						
Municipal Court	\$7,175,492	\$7,672,506	\$7,280,258	7,325,396	-4.5%	0.6%
Library Fines	353,592	372,537	316,544	318,507	-14.5%	0.6%
TOTAL FINES & FORFEITS	\$7,529,084	\$8,045,043	\$7,596,802	\$7,643,902	-5.0%	0.6%
Miscellaneous Revenue						
Interest Earnings	\$483,213	\$150,000	\$600,000	\$600,000	300.0%	0.0%
Sale/Rental of Property	486,245	491,391	491,391	491,391	0.0%	0.0%
Insurance Collections	529,435	418,080	435,291	452,703	8.3%	4.0%
Sundry	700,487	666,648	708,221	708,221	6.2%	0.0%
TOTAL MISCELLANEOUS REVENUE	\$2,199,380	\$1,726,119	\$2,234,903	\$2,252,315	30.5%	0.8%
Licenses and Permits						
Food Handlers Permits	\$658,340	\$600,063	\$643,545	\$647,535	7.9%	0.6%
Land / Burning / Liquid Waste	24,080	27,326	22,905	23,047	-15.7%	0.6%
Grease Trap Permits	42,000	41,307	41,750	42,009	1.7%	0.6%
Fire Inspection Fees	274,400	326,500	306,061	306,061	-6.3%	0.0%
Rental Registration Fees	292,031	292,830	306,036	307,933	5.2%	0.6%
Animal Licenses	111,024	135,080	131,786	132,603	-1.8%	0.6%
Restaurant Plan Review	38,732	36,307	40,851	41,104	13.2%	0.6%
Alarm Permits	1,713,262	1,720,138	1,320,138	1,728,323	0.5%	30.9%
Filing Fees	339,368	308,448	453,234	498,557	61.6%	10.0%
Fire Protection Plan Review	287,375	280,761	372,032	409,235	45.8%	10.0%
Building Permits	3,379,649	3,323,900	4,296,620	4,726,282	42.2%	10.0%
Electrical Permits	110,115	116,916	128,104	140,914	20.5%	10.0%
Plumbing Permits	284,316	294,450	331,994	365,193	24.0%	10.0%
Heating & A/C Permits	151,085	140,882	153,280	168,608	19.7%	10.0%
Fence Permits	47,408	48,895	48,895	53,785	10.0%	10.0%
Swimming Pool Permits	40,294	42,568	38,689	42,558	0.0%	10.0%
Pool Inspection	62,125	64,050	64,050	64,447	0.6%	0.6%
Irrigation Permits	77,175	72,191	77,075	84,783	17.4%	10.0%
Day Laborer Fees	18,098	18,068	16,001	16,001	-11.4%	0.0%
Sign Permits	129,823	146,258	140,264	154,290	5.5%	10.0%
Reoccupancy Permits	125,950	138,746	127,239	139,963	0.9%	10.0%
Misc. Licenses & Permits	257,909	289,236	289,236	289,236	0.0%	0.0%
TOTAL LICENSES & PERMITS	\$8,464,559	\$8,464,920	\$9,349,785	\$10,382,468	22.7%	11.0%
Fees & Service Charges						
Animal Pound & Adoption Fee	\$210,616	\$208,920	\$240,237	\$241,726	15.7%	0.6%
Ambulance Service	3,909,802	3,880,565	3,985,402	4,010,111	3.3%	0.6%
False Alarm Response	226,375	204,785	228,190	229,605	12.1%	0.6%
Emergency 911	970,205	992,647	992,647	998,801	0.6%	0.6%
Contractor Registration Fee	215,207	225,895	220,934	243,027	7.6%	10.0%
Engineering Inspection Fee	805,069	500,000	900,000	900,000	80.0%	0.0%
Residential Building Plan Review	51,805	54,842	54,842	60,326	10.0%	10.0%
Reinspection Fee	66,030	73,494	66,870	73,557	0.1%	10.0%
File Searches	44,392	43,918	54,566	54,904	25.0%	0.6%
Same Day Inspection Fee	74,920	77,616	77,616	85,378	10.0%	10.0%
Convenience Copiers	11,428	10,658	12,186	12,262	15.0%	0.6%

Lease Fees	149,418	161,470	150,000	150,000	-7.1%	0.0%
Recreation User Fee	442,503	655,009	485,062	589,164	-10.1%	21.5%
Recreation Rental Fee	188,588	244,485	205,816	237,027	-3.1%	15.2%
Swimming Fees	674,766	734,317	625,332	918,911	25.1%	46.9%
Recreation Membership Card Fee	2,607,201	2,882,547	2,582,547	2,603,559	-9.7%	0.8%
Tennis Center Fee	229,839	225,114	255,235	256,817	14.1%	0.6%
Food Manager/Handler Training	58,920	54,562	48,845	49,148	-9.9%	0.6%
Tree Trimming Assessments	119,605	113,084	91,242	91,808	-18.8%	0.6%
Child Safety Fees	116,052	103,385	130,587	131,397	27.1%	0.6%
Sundry	1,380,258	1,282,537	1,326,132	1,760,177	37.2%	32.7%
TOTAL FEES & SVC CHARGES	\$12,552,999	\$12,729,850	\$12,734,288	\$13,697,706	7.6%	7.6%
Intergovernmental Revenue						
FISD School Resource Officer	115,320	115,316	118,121	122,736	6.4%	3.9%
PISD School Resource Officers	589,320	589,317	604,623	621,012	5.4%	2.7%
Plano-Richardson Trng. Ctr. / Misc.	136,327	132,315	203,671	203,671	53.9%	0.0%
Interlocal Radio System Access	215,154	215,154	0	0	-100.0%	0.0%
TOTAL INTERGOVT'L REVENUE	\$1,056,121	\$1,052,102	\$926,415	\$947,419	-9.9%	2.3%
TOTAL REVENUE	\$219,049,660	\$221,902,181	\$230,176,682	\$245,114,863	10.5%	6.5%
Intragovernmental Transfers						
Intra-Fund Transfers From:						
Water & Sewer Fund	\$15,798,965	\$16,191,641	\$15,469,908	\$15,836,741	-2.2%	2.4%
Sustain. & Environ. Services Fund	902,880	907,376	907,990	1,169,290	28.9%	28.8%
Recreation Revolving Fund	192,825	193,297	188,271	193,587	0.1%	2.8%
Golf Course Fund	50,060	50,185	41,772	48,566	-3.2%	16.3%
Convention & Tourism Fund	367,028	382,082	455,438	481,194	25.9%	5.7%
Municipal Drainage Fund	530,556	507,043	501,191	504,323	-0.5%	0.6%
Emergency Storm Support	263,904	0	0	0	0.0%	0.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$18,106,218	\$18,231,624	\$17,564,570	\$18,233,701	0.0%	3.8%
TOTAL GENERAL FUND	\$237,155,878	\$240,133,805	\$247,741,252	\$263,348,565	9.7%	6.3%

CONVENTION & TOURISM

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$2,186,185	\$1,708,972	\$2,638,418	\$3,305,407	93.4%	25.3%
Revenues						
Hotel/Motel Receipts	\$5,984,726	\$6,177,446	\$7,189,035	\$7,903,541	27.9%	9.9%
Civic Center Fees	1,726,990	1,444,200	1,894,722	1,695,330	17.4%	-10.5%
Miscellaneous	114	5,000	10,000	10,000	100.0%	0.0%
Interest Income	14,279	15,000	15,000	15,000	0.0%	0.0%
TOTAL REVENUES	\$7,726,109	\$7,641,646	\$9,108,757	\$9,623,871	25.9%	5.7%
TOTAL RESOURCES	\$9,912,294	\$9,350,618	\$11,747,175	\$12,929,278	38.3%	10.1%
APPROPRIATIONS						
Operating Expenses						
Convention & Visitors Bureau	\$1,647,134	\$2,008,751	\$2,157,926	\$2,792,772	39.0%	29.4%
Civic Center Operations	3,519,153	3,875,275	3,592,428	3,771,781	-2.7%	5.0%
Support of the Arts	768,468	800,000	789,404	800,000	0.0%	1.3%
Historic Preservation	748,317	800,000	800,000	800,000	0.0%	0.0%
Special Events	138,877	380,551	206,572	252,851	-33.6%	22.4%
Civic Center Equip.Rpl. Charge	0	400,000	400,000	400,000	0.0%	0.0%
Subtotal	\$6,821,949	\$8,264,577	\$7,946,330	\$8,817,404	6.7%	11.0%
Capital Outlay	64,899	0	20,000	173,053	0.0%	765.3%
TOTAL OPERATIONS	\$6,886,848	\$8,264,577	\$7,966,330	\$8,990,457	8.8%	12.9%
Transfer to General Fund	\$367,028	\$382,082	\$455,438	\$481,194	25.9%	5.7%
Transfer to Capital Reserve Fund	0	0	0	1,100,000	100.0%	100.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
TOTAL TRANSFERS	\$387,028	\$402,082	\$475,438	\$1,601,194	298.2%	236.8%
TOTAL APPROPRIATIONS	\$7,273,876	\$8,666,659	\$8,441,768	\$10,591,651	22.2%	25.5%
WORKING CAPITAL	\$2,638,418	\$683,959	\$3,305,407	\$2,337,628	241.8%	-29.3%
Days of Operation				95		

WATER & SEWER

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
WORKING CAPITAL	\$27,384,036	\$20,499,653	\$22,011,299	\$19,150,055	-6.6%	-13.0%
Revenues						
Water Income	\$59,708,676	\$66,981,316	\$69,394,204	\$74,782,307	11.6%	7.8%
Sewer Income	51,074,833	52,142,057	51,695,618	56,155,925	7.7%	8.6%
Water Taps	66,207	77,665	78,491	79,668	2.6%	1.5%
Water & Sewer Penalties	1,313,685	1,375,238	1,261,975	1,277,750	-7.1%	1.3%
Water Meters/AMR Devices	300,717	279,006	231,664	235,139	-15.7%	1.5%
Construction Water	238,784	248,435	248,435	252,162	1.5%	1.5%
Service Connect Fee	206,025	209,832	212,460	215,647	2.8%	1.5%
Backflow Testing	506,295	501,624	527,265	535,174	6.7%	1.5%
Sewer Tie-On	29,200	27,134	33,700	34,206	26.1%	1.5%
Pre-Treatment Permits	31,520	31,897	31,897	32,375	1.5%	1.5%
Interest Earnings	133,221	65,000	140,000	140,000	115.4%	0.0%
Education Building	157,239	0	0	0	0.0%	0.0%
Transfer from Reserve Fund	2,250,000	0	1,000,000	1,000,000	0.0%	0.0%
Misc. Income	769,009	571,704	571,704	600,289	5.0%	5.0%
TOTAL REVENUES	\$116,785,411	\$122,510,907	\$125,427,413	\$135,340,642	10.5%	7.9%
TOTAL RESOURCES	\$144,169,447	\$143,010,560	\$147,438,712	\$154,490,697	8.0%	4.8%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$9,927,922	\$10,300,344	\$10,395,093	\$10,458,423	1.5%	0.6%
Materials & Supplies	1,588,423	2,063,085	2,219,254	2,312,955	12.1%	4.2%
Contractual	3,989,848	4,656,892	4,696,851	4,455,471	-4.3%	-5.1%
NTMWD - Water	46,060,145	55,042,807	50,563,813	61,188,363	11.2%	21.0%
NTMWD - Wastewater	14,602,739	14,878,076	15,764,551	17,766,663	19.4%	12.7%
NTMWD - Upper E. Fork Interco	8,504,325	8,949,125	9,300,247	10,604,552	18.5%	14.0%
Retirement of NTMWD Debt	827,457	827,905	827,910	749,340	-9.5%	-9.5%
Sundry	849,153	647,908	642,414	654,828	1.1%	1.9%
Reimbursements	800,606	887,315	414,418	665,894	-25.0%	60.7%
Subtotal	\$87,150,618	\$98,253,457	\$94,824,551	\$108,856,489	10.8%	14.8%
Capital Outlay	40,679	0	87,260	18,000	0.0%	-79.4%
TOTAL OPERATIONS	\$87,191,297	\$98,253,457	\$94,911,811	\$108,874,489	10.8%	14.7%
Transfer to General Fund	\$15,798,965	\$16,191,641	\$15,469,908	\$15,836,741	-2.2%	2.4%
Transfer to W & S CIP	12,500,000	12,500,000	12,500,000	10,000,000	-20.0%	-20.0%
Transfer to Capital Reserve	3,000,000	3,000,000	1,500,000	1,500,000	-50.0%	0.0%
Transfer to Debt Service	0	0	0	910,625	100.0%	100.0%
Transfer to Loss Fund	781,512	773,556	773,556	773,556	0.0%	0.0%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Technology Svcs	2,586,374	2,702,620	2,833,383	2,871,737	6.3%	1.4%
TOTAL TRANSFERS	\$34,966,851	\$35,467,816	\$33,376,847	\$32,192,659	-9.2%	-3.5%
TOTAL APPROPRIATIONS	\$122,158,148	\$133,721,274	\$128,288,658	\$141,067,148	5.5%	10.0%
WORKING CAPITAL	\$22,011,299	\$9,289,286	\$19,150,055	\$13,423,549	44.5%	-29.9%
Days of Operation				45		

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,893,194	\$3,502,195	\$4,875,159	\$3,112,941	-11.1%	-36.1%
Revenues						
Commercial Franchise	\$7,570,258	\$7,202,710	\$7,659,415	\$7,889,197	9.5%	3.0%
Special Refuse Collection	81,072	76,386	82,888	83,406	9.2%	0.6%
Residential Collection	12,841,505	12,857,407	12,857,407	13,018,125	1.2%	1.2%
Allied Waste, Inc.	94,415	84,347	94,415	97,247	15.3%	3.0%
Recycling	517,599	490,700	525,436	528,720	7.7%	0.6%
Sales of Landscape Bags	30,224	28,722	30,994	31,188	8.6%	0.6%
Contributions via Utility Billing	8,708	11,745	11,745	11,818	0.6%	0.6%
Sale of Compost	1,538,882	1,821,200	1,493,780	1,503,116	-17.5%	0.6%
Tipping Fees	753,451	807,276	600,595	604,349	-25.1%	0.6%
Miscellaneous	297,626	490,869	449,383	456,124	-7.1%	1.5%
Reimbursements	130,922	129,957	131,085	132,552	2.0%	1.1%
Construction & Demolition Program	0	200,000	200,000	200,000	0.0%	0.0%
Emergency Storm Support	104,425	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$23,969,087	\$24,201,319	\$24,137,143	\$24,555,842	1.5%	1.7%
TOTAL RESOURCES	\$27,862,281	\$27,703,514	\$29,012,302	\$27,668,783	-0.1%	-4.6%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$6,444,688	\$6,895,732	\$6,955,833	\$7,111,423	3.1%	2.2%
Materials & Supplies	471,366	489,578	504,102	513,352	4.9%	1.8%
Contractual	7,555,385	7,895,387	7,767,451	8,171,053	3.5%	5.2%
NTMWD	6,691,380	8,398,769	8,099,451	8,756,380	4.3%	8.1%
Sundry	260,075	104,490	125,052	119,512	14.4%	-4.4%
Reimbursements	70,013	96,665	101,499	104,026	7.6%	2.5%
Subtotal	\$21,492,907	\$23,880,621	\$23,553,388	\$24,775,746	3.7%	5.2%
Capital Outlay	94,662	295,000	1,036,784	53,000	-82.0%	-94.9%
TOTAL OPERATIONS	\$21,587,569	\$24,175,621	\$24,590,172	\$24,828,746	2.7%	1.0%
Transfer to General Fund	\$902,880	\$907,376	\$907,990	\$1,169,290	28.9%	28.8%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	91,435	0	0	0	0.0%	0.0%
Transfer to Loss Fund	345,238	341,199	341,199	341,199	0.0%	0.0%
TOTAL TRANSFERS	\$1,399,553	\$1,308,575	\$1,309,189	\$1,570,489	20.0%	20.0%
TOTAL APPROPRIATIONS	\$22,987,122	\$25,484,196	\$25,899,361	\$26,399,235	3.6%	1.9%
WORKING CAPITAL	\$4,875,159	\$2,219,318	\$3,112,941	\$1,269,548	-42.8%	-59.2%
Days of Operation				19		

MUNICIPAL DRAINAGE UTILITY

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,834,754	\$3,727,644	\$5,242,444	\$1,374,491	-63.1%	-73.8%
Revenues						
Environmental Assessment Fees:						
Residential Class Fees	\$3,973,513	\$3,631,866	\$3,640,281	\$3,663,032	0.9%	0.6%
Commercial Class Fees	3,421,093	3,611,611	3,519,589	3,541,586	-1.9%	0.6%
Miscellaneous	6,203	6,000	6,000	6,000	0.0%	0.0%
Interest Income	23,042	7,670	20,000	20,000	160.8%	0.0%
TOTAL REVENUES	\$7,423,850	\$7,257,147	\$7,185,869	\$7,230,619	-0.4%	0.6%
TOTAL RESOURCES	\$11,258,604	\$10,984,791	\$12,428,314	\$8,605,110	-21.7%	-30.8%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$1,583,527	\$1,917,363	\$1,810,039	\$1,905,606	-0.6%	5.3%
Materials & Supplies	265,113	360,052	393,424	357,338	-0.8%	-9.2%
Contractual	621,522	750,619	866,954	750,327	0.0%	-13.5%
Sundry	10,925	2,778	2,673	2,522	-9.2%	-5.6%
Reimbursements	297,756	326,322	475,296	548,562	68.1%	15.4%
Subtotal	\$2,778,843	\$3,357,134	\$3,548,386	\$3,564,355	6.2%	0.5%
Capital Outlay	14,076	58,000	102,155	0	100.0%	-100.0%
TOTAL OPERATIONS	\$2,792,919	\$3,415,134	\$3,650,541	\$3,564,355	4.4%	-2.4%
Transfer to General Fund	\$530,556	\$507,043	\$501,191	\$504,323	-0.5%	0.6%
Transfer to Drainage CIP	0	2,500,000	2,500,000	0	100.0%	100.0%
Transfer to Capital Reserve Fund	0	500,000	500,000	500,000	100.0%	100.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	2,672,685	2,660,184	2,597,683	2,666,257	0.2%	2.6%
TOTAL TRANSFERS	\$3,223,241	\$6,187,227	\$6,118,873	\$3,690,580	-40.4%	-39.7%
TOTAL APPROPRIATIONS	\$6,016,160	\$9,602,361	\$9,769,414	\$7,254,935	-24.4%	-25.7%
EST. RESERVE REQUIREMENT	0	0	1,284,408	0	0.0%	-100.0%
WORKING CAPITAL	\$5,242,444	\$1,382,430	\$1,374,491	\$1,350,175	-2.3%	-1.8%
Days of Operation				138		

RECREATION REVOLVING

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,488,478	\$1,705,694	\$1,923,122	\$2,050,645	20.2%	6.6%
Revenues						
Recreation Fees	\$3,707,843	\$3,781,931	\$3,680,427	\$3,786,737	0.1%	2.9%
Contributions	9,193	10,000	10,000	10,000	0.0%	0.0%
Interest Income	16,420	4,000	15,000	15,000	275.0%	0.0%
Miscellaneous	56,458	70,000	60,000	60,000	-14.3%	0.0%
TOTAL REVENUES	\$3,789,914	\$3,865,931	\$3,765,427	\$3,871,737	0.2%	2.8%
TOTAL RESOURCES	\$5,278,392	\$5,571,625	\$5,688,549	\$5,922,381	6.3%	4.1%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$1,197,949	\$1,490,315	\$1,366,438	\$1,521,569	2.1%	11.4%
Materials & Supplies	182,671	222,948	228,655	220,473	-1.1%	-3.6%
Contractual	1,752,171	1,820,455	1,818,147	1,807,058	-0.7%	-0.6%
Sundry	29,654	34,054	36,393	34,679	1.8%	-4.7%
Subtotal	\$3,162,445	\$3,567,772	\$3,449,633	\$3,583,779	0.4%	3.9%
Capital Outlay	0	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$3,162,445	\$3,567,772	\$3,449,633	\$3,583,779	0.4%	3.9%
Transfer to General Fund	\$192,825	\$193,297	\$188,271	\$193,587	0.2%	2.8%
TOTAL TRANSFERS	\$192,825	\$193,297	\$188,271	\$193,587	0.2%	2.8%
TOTAL APPROPRIATIONS	\$3,355,270	\$3,761,069	\$3,637,904	\$3,777,366	0.4%	3.8%
WORKING CAPITAL	\$1,923,122	\$1,810,557	\$2,050,645	\$2,145,015	18.5%	4.6%
Days of Operation				218		

GOLF COURSE

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$127,308	\$216,925	\$147,342	\$47,727	-78.0%	-67.6%
Revenues						
Golf Fees	\$909,042	\$947,363	\$774,251	910,000	-3.9%	17.5%
Concessions	56,391	56,140	60,380	60,531	7.8%	0.2%
Interest Income	882	200	800	800	300.0%	0.0%
Miscellaneous	30	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$966,345	\$1,003,703	\$835,431	\$971,330	-3.2%	16.3%
TOTAL RESOURCES	\$1,093,653	\$1,220,628	\$982,773	\$1,019,057	-16.5%	3.7%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$549,298	\$583,960	\$608,759	\$623,959	6.8%	2.5%
Supplies	122,743	130,430	128,980	126,800	-2.8%	-1.7%
Contractual Services	189,249	179,198	153,425	174,265	-2.8%	13.6%
Sundry Charges	11,490	1,660	2,110	1,850	11.4%	-12.3%
Subtotal	\$872,780	\$895,248	\$893,274	\$926,874	3.5%	3.8%
Capital Outlay	23,471	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$896,251	\$895,248	\$893,274	\$926,874	3.5%	3.8%
Transfer to General Fund	50,060	50,185	41,772	48,566	-3.2%	16.3%
TOTAL TRANSFERS	\$50,060	\$50,185	\$41,772	\$48,566	-3.2%	16.3%
TOTAL APPROPRIATIONS	\$946,311	\$945,433	\$935,046	\$975,440	3.2%	4.3%
WORKING CAPITAL	\$147,342	\$275,195	\$47,727	\$43,618	-84.2%	-8.6%
Days of Operation				17		

PROPERTY & LIABILITY LOSS FUND

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,138,193	\$938,982	\$1,801,059	\$1,703,573	81.4%	-5.4%
Resources						
General Fund Transfer In	\$4,145,474	\$4,136,027	\$4,136,027	\$4,000,000	-3.3%	-3.3%
Water & Sewer Fund Transfer In	781,512	773,556	773,556	773,556	0.0%	0.0%
Sustain. & Env. Svcs. Fund Transfer In	345,238	341,199	341,199	341,199	0.0%	0.0%
Claims Recovered	269,969	200,000	200,000	200,000	0.0%	0.0%
Interest Earned	32,976	13,000	30,000	30,000	130.8%	0.0%
TOTAL REVENUES	\$5,575,169	\$5,463,782	\$5,480,782	\$5,344,755	-2.2%	-2.5%
TOTAL RESOURCES	\$6,713,362	\$6,402,764	\$7,281,841	\$7,048,328	10.1%	-3.2%
APPROPRIATIONS						
Workers' Compensation	\$2,114,533	\$2,200,000	\$2,200,000	\$2,302,058	4.6%	4.6%
Judgements and Damages	951,897	1,200,000	1,200,000	1,200,000	0.0%	0.0%
Risk Management Operations	1,845,873	2,085,094	2,178,268	2,137,649	2.5%	-1.9%
TOTAL APPROPRIATIONS	\$4,912,303	\$5,485,094	\$5,578,268	\$5,639,707	2.8%	1.1%
UNAPPROPRIATED FUND BALANCE	\$1,801,059	\$917,670	\$1,703,573	\$1,408,621	53.5%	-17.3%

HUD GRANTS

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
TOTAL HUD REVENUES	\$1,887,704	\$1,684,961	\$1,684,961	\$1,670,305	-0.9%	-0.9%
APPROPRIATIONS						
CDBG:						
Housing Rehabilitation	\$651,234	\$814,223	\$1,102,308	\$825,996	1.4%	-25.1%
Administrative	236,720	235,066	235,066	236,614	0.7%	0.7%
Homelessness Prevention	67,000	68,000	68,000	86,461	27.1%	27.1%
Homeownership Program	38,153	29,863	90,454	45,000	50.7%	-50.3%
Boys and Girls Clubs of Collin County	35,000	40,714	40,714	0	-100.0%	-100.0%
Collin County Comm. on Aging	0	0	0	27,000	100.0%	100.0%
Communities in Schools Dallas	13,464	0	0	0	0.0%	0.0%
LaunchAbility	2,490	15,000	15,000	0	-100.0%	-100.0%
Galaxy Counseling Center	8,913	17,430	17,430	0	-100.0%	-100.0%
Jewish Family Services	0	0	0	17,000	100.0%	100.0%
Samaritan Inn	34,100	40,000	40,000	40,000	0.0%	0.0%
Texas Muslim Women's Foundation	15,000	35,034	35,034	25,000	-28.6%	-28.6%
Sub-Total CDBG:	\$1,102,074	\$1,295,330	\$1,644,006	\$1,303,071	0.6%	-20.7%
HOME:						
Housing Rehabilitation	(\$7,200)	\$0	\$0	\$161,186	100.0%	100.0%
Administrative	35,433	38,663	38,663	36,048	-6.8%	-6.8%
Homeownership Program (ADDI)	21,838	90,968	26,500	0	-100.0%	-100.0%
CHDO Operating Expense	17,756	0	15,000	0	0.0%	-100.0%
Plano Housing Corporation	138,141	120,000	20,000	0	-100.0%	-100.0%
Habitat for Humanity of South Collin Co.	134,131	105,000	140,000	120,000	14.3%	-14.3%
Christ United Methodist Church	29,214	35,000	35,000	50,000	42.9%	42.9%
Sub-Total HOME:	\$369,313	\$389,631	\$275,163	\$367,234	-5.7%	33.5%
TOTAL APPROPRIATIONS	\$1,471,387	\$1,684,961	\$1,919,169	\$1,670,305	-0.9%	-13.0%

PTV FUND

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
WORKING CAPITAL	\$657,806	\$542,841	\$1,182,429	\$526,859	-2.9%	-55.4%
Revenues						
Plano Television Network Fee	\$863,325	\$840,469	\$897,224	\$898,346	6.9%	0.1%
Interest Income	5,811	3,000	10,000	10,000	233.3%	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	54	500	500	500	0.0%	0.0%
TOTAL REVENUES	\$1,369,190	\$1,343,969	\$1,407,724	\$1,408,846	4.8%	0.1%
TOTAL RESOURCES	\$2,026,996	\$1,886,810	\$2,590,153	\$1,935,705	2.6%	-25.3%
APPROPRIATIONS						
Operating Expense						
Salaries & Wages	\$576,537	\$648,776	\$455,718	\$596,492	-8.1%	30.9%
Materials & Supplies	41,679	41,000	47,660	47,400	15.6%	-0.5%
Contractual	207,473	344,010	359,116	355,359	3.3%	-1.0%
Sundry	535	0	0	0	0.0%	0.0%
Equipment Reserve	0	0	0	489,400	100.0%	0.0%
Subtotal	826,224	1,033,786	862,494	1,488,651	44.0%	72.6%
Capital Outlay	18,343	669,800	1,200,800	300,000	-55.2%	-75.0%
TOTAL APPROPRIATIONS	844,567	1,703,586	2,063,294	1,788,651	5.0%	-13.3%
WORKING CAPITAL	\$1,182,429	\$183,224	\$526,859	\$147,054	-19.7%	-72.1%
Days of Operation				30		

CRIMINAL INVESTIGATION

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND						
BALANCE	\$1,759,149	\$1,828,042	\$2,374,396	\$2,834,116	55.0%	19.4%
Forfeited Property	\$81,132	\$101,000	\$41,000	\$41,000	-59.4%	0.0%
Equitable Sharing	535,467	140,000	1,584,050	200,000	42.9%	-87.4%
Interest	11,786	10,500	30,000	15,000	42.9%	-50.0%
Auction Proceeds	18,984	8,500	18,500	8,000	-5.9%	-56.8%
Grants and Miscellaneous	16,787	0	7,760	0	0.0%	-100.0%
TOTAL REVENUES	\$664,156	\$260,000	\$1,681,310	\$264,000	1.5%	-84.3%
TOTAL RESOURCES	\$2,423,305	\$2,088,042	\$4,055,706	\$3,098,116	48.4%	-23.6%
APPROPRIATIONS						
Operating Expense						
Materials & Supplies	\$27,202	\$0	\$15,000	\$336,000	0.0%	2140.0%
Contractual - Professional	4,140	0	11,000	160,000	0.0%	1354.5%
Reimbursements to Other Funds	17,567	0	6,590	0	0.0%	-100.0%
Capital Outlay	0	1,200,000	1,189,000	635,000	-47.1%	-46.6%
TOTAL APPROPRIATIONS	\$48,909	\$1,200,000	\$1,221,590	\$1,131,000	-5.8%	-7.4%
UNAPPROPRIATED FUND						
BALANCE	\$2,374,396	\$888,042	\$2,834,116	\$1,967,116	121.5%	-30.6%

TECHNOLOGY FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
WORKING CAPITAL	\$10,122,431	\$4,652,828	\$8,942,826	\$2,519,733	-45.8%	-71.8%
Revenues						
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%	0.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	0.0%	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	0.0%	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	0.0%	0.0%
Technology Services Fund	0	0	0	1,500,000	0.0%	100.0%
Interest Earnings	61,419	34,693	42,823	32,171	-7.3%	-24.9%
Transfer In: Public Safety Tech Fund	0	2,133,513	2,131,473	0	-0.1%	-100.0%
Transfer In: Tech Infrastructure Fund	0	52,544	59,059	0	12.4%	-100.0%
2015 Tax Note Sale	0	6,750,000	5,745,000	0	-14.9%	-100.0%
TOTAL REVENUES	\$1,461,419	\$10,370,750	\$9,378,356	\$2,932,171	-71.7%	-68.7%
TOTAL RESOURCES	\$11,583,850	\$15,023,578	\$18,321,182	\$5,451,904	-63.7%	-70.2%
APPROPRIATIONS						
Operating Expense						
Fund 62 Projects	\$2,033,201	\$1,414,954	\$3,922,449	\$1,951,651	37.9%	-50.2%
Fund 29 Projects	357,823	12,872,500	11,629,000	1,795,000	-86.1%	-84.6%
TOTAL OPERATIONS	\$2,391,024	\$14,287,454	\$15,551,449	\$3,746,651	-73.8%	-75.9%
Transfer to PTV	250,000	250,000	250,000	250,000	0.0%	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	0.0%	0.0%
TOTAL APPROPRIATIONS	\$2,641,024	\$14,537,454	\$15,801,449	\$3,996,651	-72.5%	-74.7%
WORKING CAPITAL	\$8,942,826	\$486,124	\$2,519,733	\$1,455,253	199.4%	-42.2%

TS REPLACEMENT FUND

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
WORKING CAPITAL	\$657,910	\$2,319,798	\$2,332,669	\$658,178	-71.6%	-71.8%
Revenues						
General Fund	530,068	487,437	492,151	631,718	29.6%	28.4%
PTV Fund	2,687	3,173	3,173	3,925	23.7%	23.7%
Municipal Court Technology	0	488	488	563	15.4%	15.4%
Water & Sewer Fund	26,967	23,013	23,014	30,756	33.6%	33.6%
Sustainability & Environ. Svcs.	10,720	11,860	11,860	14,450	21.8%	21.8%
Convention & Tourism	8,767	9,717	9,717	12,744	31.2%	31.2%
Municipal Drainage	1,331	1,890	1,890	1,675	-11.4%	-11.4%
Golf Course	814	731	731	1,125	53.9%	53.9%
Recreation Revolving	543	488	488	563	15.4%	15.4%
Equipment Maintenance	5,941	5,614	5,614	6,713	19.6%	19.6%
Municipal Warehouse	1,357	976	976	1,125	15.3%	15.3%
Property/Liability Loss	4,480	4,898	4,898	5,550	13.3%	13.3%
Technology Services	44,945	48,168	48,168	62,938	30.7%	30.7%
Traffic Safety Fund	271	244	244	656	168.9%	168.9%
Interest	3,406	0	18,139	15,000	100.0%	-17.3%
Miscellaneous	11,645	11,500	11,500	11,500	0.0%	0.0%
Transfer from Tech Svcs Fund	1,850,000	0	0	0	0.0%	0.0%
Transfer from General Fund	0	0	0	500,000	0.0%	0.0%
TOTAL REVENUES	\$2,503,942	\$610,197	\$633,051	\$1,301,001	113.2%	105.5%
TOTAL RESOURCES	\$3,161,852	\$2,929,996	\$2,965,720	\$1,959,179	-33.1%	-33.9%
APPROPRIATIONS						
Operating Expense						
Non-Capital Software	\$0	\$0	\$0	\$0	0.0%	0.0%
Non-Capital Hardware	797,016	511,198	522,433	607,791	18.9%	16.3%
Sundry	10,627	57,500	57,500	57,500	0.0%	0.0%
Capital Implements & Apparatus	0	0	0	0	0.0%	0.0%
Capital Software	0	0	0	0	0.0%	0.0%
Capital Computer Hardware	21,540	1,727,609	1,727,609	550,000	-68.2%	-68.2%
TOTAL OPERATIONS	\$829,183	\$2,296,307	\$2,307,542	\$1,215,291	-47.1%	-47.3%
Transfer to Technology Fund	0	0	0	0	0.0%	0.0%
TOTAL APPROPRIATIONS	\$829,183	\$2,296,307	\$2,307,542	\$1,215,291	-47.1%	-47.3%
WORKING CAPITAL	\$2,332,669	\$633,689	\$658,178	\$743,888	17.4%	13.0%

GENERAL OBLIGATION DEBT SERVICE

	Actual	Budget	Re-Est	Budget	Variance	
	2013-14	2014-15	2014-15	2015-16	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALANCE	\$1,573,431	\$2,557,532	\$3,340,771	\$3,427,459	34.0%	2.6%
Revenues						
Ad Valorem Tax						
Current	\$42,174,413	\$40,505,589	\$40,756,412	\$39,499,579	-2.5%	-3.1%
Delinquent	68,292	417,500	336,000	409,768	-1.9%	22.0%
Penalty & Interest	159,725	167,000	182,000	163,907	-1.9%	-9.9%
Fund Interest Income	421,907	33,000	120,000	120,000	263.6%	0.0%
Police Academy Reimbursement	156,476	150,597	151,423	151,516	0.6%	0.1%
TOTAL REVENUES	\$42,980,813	\$41,273,686	\$41,545,835	\$40,344,771	-2.3%	-2.9%
TOTAL RESOURCES	\$44,554,244	\$43,831,218	\$44,886,606	\$43,772,230	-0.1%	-2.5%
APPROPRIATIONS						
Bond and Certificates						
Principal	\$23,805,000	\$23,570,000	\$24,650,000	\$25,250,000	7.1%	2.4%
Interest	12,492,013	12,085,706	11,612,291	12,321,459	2.0%	6.1%
Transfer to Tech Infrastructure & Public Art	197,613	200,813	189,019	0	-100.0%	-100.0%
Transfer to Tax Notes MotoMesh&Radio System R	2,754,578	2,769,281	2,769,281	0	-100.0%	-100.0%
Transfer to Tax Notes Radio Sys Repl	999,919	1,012,275	1,012,275	1,020,075	0.8%	0.8%
Transfer to CO's Radio Sys Repl	906,875	906,625	906,625	906,000	-0.1%	-0.1%
Transfer to Tax Notes Radio Repl, PLL, Phone Sys	0	0	319,656	971,550	0.0%	203.9%
Exchanges Fees & Bond Sale Expense	57,475	9,500	0	9,500	0.0%	100.0%
Subtotal	\$41,213,473	\$40,554,200	\$41,459,147	\$40,478,585	-0.2%	-2.4%
New Debt Projection	0	996,184	0	930,000	-6.6%	100.0%
TOTAL APPROPRIATIONS	\$41,213,473	\$41,550,384	\$41,459,147	\$41,408,585	-0.3%	-0.1%
UNAPPROPRIATED FUND BALANCE	\$3,340,771	\$2,280,834	\$3,427,459	\$2,363,645	3.6%	-31.0%

Water & Sewer Debt Fund

	Actual 2013-14	Budget 2014-15	Re-Est 2014-15	Budget 2015-16	Variance	
					Bud to Bud	Est to Bud
RESERVE FUND						
WORKING CAPITAL	\$0	\$0	\$0	\$0	0.0%	0.0%
Fund Interest Income	0	0	0	7,500	100.0%	100.0%
Transfer from W&S Reserve Fund	0	0	0	3,000,000	100.0%	100.0%
TOTAL	\$0	\$0	\$0	\$3,007,500	100.0%	100.0%
FUND BALANCE	\$0	\$0	\$0	\$3,007,500	100.0%	100.0%
SINKING FUND						
UNAPPROPRIATED FUND BALANCE	\$0	\$0	\$0	\$0	0.0%	0.0%
Transfer In (W & S Fund)	\$0	\$0	\$0	\$910,625	100.0%	100.0%
Fund Interest Income	0	0	0	2,277	100.0%	100.0%
TOTAL	\$0	\$0	\$0	\$912,902	100.0%	100.0%
TOTAL RESOURCES	\$0	\$0	\$0	\$912,902	100.0%	100.0%
APPROPRIATIONS						
Principal	\$0	\$0	\$0	\$0	100.0%	100.0%
Interest	0	0	0	910,625	100.0%	100.0%
Fees	0	0	0	0	0.0%	0.0%
Subtotal	\$0	\$0	\$0	\$910,625	100.0%	100.0%
TOTAL APPROPRIATIONS	\$0	\$0	\$0	\$910,625	100.0%	100.0%
UNAPPROPRIATED FUND BALANCE	\$0	\$0	\$0	\$2,277	0.0%	0.0%



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/14/2015			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): Matt Yager, x5220					
CAPTION					
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): CAPITAL PROJECT FUNDS					
COMMENTS: 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.					
SUMMARY OF ITEM					
This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2015-16, 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, 2015, and ending September 30, 2016; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 10, 2015, 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 2015-16; 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 2015-16 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, 2015 and ending September 30, 2016, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Public Safety & Fire Facilities Fund	3,500,000
B.	Joint Use Facilities Fund	400,000
C.	Animal Control Facility Fund	250,000
D.	Service Center Facilities Fund	125,000
E.	Park Improvements Fund	18,215,000
F.	Recreation Centers Fund	10,500,000
G.	Carpenter Recreation Center Fund	405,000
H.	Public Infrastructure Improvements Fund	6,000,000
I.	Street Improvements Fund	39,327,100
J.	Street Enhancements Fund	350,000
K.	Technology Improvements Fund	1,795,000
L.	Park Fee Program	425,000
M.	Capital Reserve Fund	40,837,600
N.	Municipal Drainage CIP Fund	4,546,000
O.	Water Projects Fund	14,666,000
P.	Sewer Projects Fund	36,632,300

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

DULY PASSED AND APPROVED this the 14th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

Project Expenditures	Re-Estimate							Total
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Future	
Fire & Public Safety Facilities	7,227,949	3,500,000	0	0	0	0	0	10,727,949
Library Facilities	877,550	0	0	0	0	0	0	877,550
Municipal Facilities	398,138	0	0	0	0	0	0	398,138
Police & Court Facilities	3,046,650	0	0	0	0	0	0	3,046,650
Animal Shelter	100,000	250,000	0	0	0	0	0	350,000
Joint Use Facility	200,000	400,000	0	0	0	0	0	600,000
Service Center Facilities	0	125,000	0	0	0	0	0	125,000
Park Improvements	31,127,262	18,215,000	17,243,261	14,825,000	28,900,000	41,800,000	43,500,000	195,610,523
Carpenter Rec Center	575,000	405,000	0	0	0	0	0	980,000
Recreation Center	10,223,085	10,500,000	6,600,000	4,400,000	500,000	7,000,000	10,200,000	49,423,085
Public Infrastructure Improvements	3,456,000	6,000,000	6,000,000	0	0	0	0	15,456,000
Street Improvements	37,085,694	39,327,100	33,124,000	14,932,000	19,990,000	6,815,000	14,570,000	165,843,794
Street Enhancements	<u>2,288,232</u>	<u>350,000</u>	<u>400,000</u>	<u>100,000</u>	<u>450,000</u>	<u>450,000</u>	<u>900,000</u>	<u>4,938,232</u>
Total General Obligation	96,605,560	79,072,100	63,367,261	34,257,000	49,840,000	56,065,000	69,170,000	448,376,921
Technology Improvements	<u>11,629,000</u>	<u>1,795,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13,424,000</u>
Total Certificate of Obligation & Tax Note	11,629,000	1,795,000	0	0	0	0	0	13,424,000
Municipal Drainage	<u>5,373,145</u>	<u>4,546,000</u>	<u>2,693,000</u>	<u>2,600,000</u>	<u>2,243,000</u>	<u>2,200,000</u>	<u>9,745,000</u>	<u>29,400,145</u>
Total Revenue Bond	5,373,145	4,546,000	2,693,000	2,600,000	2,243,000	2,200,000	9,745,000	29,400,145
Park Fee Program	641,000	425,000	1,670,000	750,000	750,000	125,000	200,000	4,561,000
DART Local Assistance	893,265	0	0	0	0	0	0	893,265
Capital Reserve:								
Streets & Drainage Projects	28,913,000	25,470,000	26,735,000	26,775,000	27,985,000	28,025,000	27,625,000	191,528,000
Park Improvement Projects	9,150,100	9,735,000	8,885,000	8,705,000	6,615,000	7,265,000	27,935,000	78,290,100
Municipal Facilities Projects	7,779,312	5,131,600	4,359,000	3,649,000	3,649,885	3,827,000	0	28,395,797
Other Projects	<u>1,861,500</u>	<u>501,000</u>	<u>501,000</u>	<u>501,000</u>	<u>501,000</u>	<u>501,000</u>	<u>501,000</u>	<u>4,867,500</u>
Total Other Funds	49,238,177	41,262,600	42,150,000	40,380,000	39,500,885	39,743,000	56,261,000	308,535,662
Water	17,888,800	14,666,000	8,782,000	5,691,000	2,160,000	1,910,000	4,460,000	55,557,800
Sewer	<u>11,421,500</u>	<u>36,632,300</u>	<u>7,700,000</u>	<u>7,700,000</u>	<u>7,820,000</u>	<u>8,900,000</u>	<u>7,900,000</u>	<u>88,073,800</u>
Total Water & Sewer	29,310,300	51,298,300	16,482,000	13,391,000	9,980,000	10,810,000	12,360,000	143,631,600
TOTAL	192,156,182	177,974,000	124,692,261	90,628,000	101,563,885	108,818,000	147,536,000	943,368,328



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2015, and terminating September 30, 2016, and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Adopting the Tax Rate relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Ordinance sets the ad valorem tax rate for 2015-16 at .4886 cents per \$100 assessed valuation, to be distributed as follows:				
\$.3576 for Operation & Maintenance				
\$.1310 for General Obligation Debt				

\$.4886 Total Tax Rate				
THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.				
THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$11.04.				

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2015 and terminating September 30, 2016 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 2015-16, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2014-15; 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 2015-16 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 3.33 cents or 7.3%; 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 2015-16 should be approved and adopted for Fiscal Year 2015-16.

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 2015-16 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:

\$.3576	for purposes of General Fund maintenance and operation.
\$.1310	for payment of principal and interest on all General Obligation Bond funded debt of this City.

<hr/>	
\$.4886	Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2015-16 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 14th day of September 2015.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/14/15		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2015-16 Budget as a result of the City receiving more revenues from property taxes in the 2015-16 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: An Ordinance ratifying the property tax revenue increase relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.				
This Ordinance ratifies the property tax revenue increase as reflected in the 2015-16 Budget, by adding the following statement:				
"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$10,416,243 OR 7.3% AND OF THAT AMOUNT \$2,619,384 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas ratifying the property tax revenue increase in the 2015-16 Budget as a result of the City receiving more revenues from property taxes in the 2015-16 Budget than in the previous fiscal year; and providing an effective date.

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

WHEREAS, The City’s 2015-16 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2015-16 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 2015-16 City Budget is hereby ratified, with the following declaration:

‘THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$10,416,243 OR 7.3%, AND OF THAT AMOUNT \$2,619,384 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 14th day of September, 2015.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**