

# CITY COUNCIL

1520 AVENUE K



DATE: 11/23/2015  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Peter Park, Legacy Campus Pastor  
Chase Oaks Church  
PLEDGE OF ALLEGIANCE: Cadette Girl Scout Troop 3461

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Special Recognition and Presentation: Neiman Marcus Willow Bend, nominated by Plano Children's Theatre and North Texas Performing Arts, has received the Obelisk Award given by the Business Council for the Arts.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Planning and Zoning Commission</u></b></p> <p>Susan Plonka</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Board of Adjustment</u></b></p> <p>Susan Plonka</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) October 31, 2015 November 9, 2015</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) RFP 2015-164-C for a five (5) year term for the 457 Deferred Compensation Plan, to be utilized by Human Resources, to International City Management Association Retirement Corporation (ICMA-RC), where fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2016-0009-C for a one (1) year contract with four (4) one-year City optional renewals, for the purchase of Waste Truck Parts for Inventory Control &amp; Asset Disposal (ICAD) from Texan Waste Equipment dba Heil of Texas in the estimated amount of \$123,873, and McNeilus Truck and Manufacturing Company in the estimated amount of \$10,893 for an estimated annual total of \$134,766; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Rescind award of Bid No. 2015-249-C Water and Wastewater Pumping Facility Maintenance to Legacy Contracting, LP dba Control Specialist, LP.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(e) To approve the purchase of maintenance and support for CommVault software for Technology Services in the amount of \$139,750 from CDW Government, LLC through an existing TCPN (The Cooperative Purchasing Network) contract; and authorizing the City Manager to execute all necessary documents. (TCPN R5106)</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p> <p>(f) To approve a Landscape Architect Professional Services Agreement between the City of Plano and Michael Kendall d/b/a/ KENDALL + Landscape Architecture in the amount of \$54,700 for design services and construction documents for Buckhorn Neighborhood Park renovation; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	<p>To approve a License Agreement with Metro Broadcasters – Texas, Inc., for the promotion and production of a music festival at Oak Point Park and Nature Preserve and authorizing the City Manager to execute all necessary documents.</p>	
(h)	<p><b>Approval of Expenditure</b></p> <p>To approve an expenditure for Laserfiche document management software maintenance and support in the amount of \$57,050 from DocuNav Solutions for various departments; and authorizing the City Manager to execute all necessary documents.</p>	
(i)	<p><b>Adoption of Strategic Vision</b></p> <p>To adopt the City Council's Strategic Vision for Excellence for Fiscal Year 2015-16.</p>	
(j)	<p><b>Adoption of Resolutions</b></p> <p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington's social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager; and providing an effective date.</p>	
(k)	<p>To review and approve the City's official Public Funds Investment Policy; and providing an effective date.</p>	
(l)	<p>To authorize a Partial Release of Public Improvement Agreement between Tokalon Group, LLC ("Tokalon") and the City of Plano, Texas, a home rule municipal corporation ("City"); authorizing the City Manager to execute the Release; and providing an effective date.</p>	
(m)	<p><b>Adoption of Ordinances</b></p> <p>To amend Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager's authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.</p>	
(n)	<p>To abandon all right, title and interest of the City, in and to a portion of a certain Water Easement recorded in Volume 2410, Page 346, and a portion of a certain Sanitary Sewer Easement recorded in Volume 2175, Page 683, of the Land Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CRP-GREP COIT CENTER OWNER, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	<p>To abandon all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Volume 2632, Page 961, and a portion of a certain Sanitary Sewer Easement recorded in Document No. 92-0022466 &amp; 92-0022467, of the Deed Records of Collin County, Texas and being situated in the B.M. Craig Survey, Abstract No. 176, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CADG PLANO 17, LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Consideration of a Resolution to approve the Investment Portfolio Summary for the quarter ending September 30, 2015 and providing an effective date.</p>	
(2)	<p>Consideration of a Resolution to approve the Service Plan and Assessment Plan for the Downtown Plano Public Improvement District as recommended by the Public Improvement District Advisory Board, directing the preparation of a proposed assessment roll for the Public Improvement District, authorizing the City Manager to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Public Improvement District, and establishing an effective date.</p>	
(3)	<p>Consideration of a Resolution to approve the form of a Certificate of Formation for the Plano Improvement Corporation and authorizing the City Manager to execute and file said Certificate with the Secretary of State; authorizing the City Manager to negotiate and execute a purchase and sale agreement with the Plano Improvement Corporation pursuant to Texas Local Government Code Section 272.001(b)(4) for sale and development as required by the City of 1.09± acres of land described in Exhibit "B" hereto for the subsequent resale to SWC Tollway &amp; 121, LLC, and assigns; authorizing the City Manager to negotiate and execute the termination of the Lease Agreement by and between the City of Plano, Texas and SWC Tollway &amp; 121, LLC dated April 21, 2015; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Consideration of a Resolution to cast the City of Plano's ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p>	
(5)	<p>Consideration of a Resolution to cast the City of Plano's ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Special Recognition and Presentation: Neiman Marcus Willow Bend, nominated by Plano Children's Theatre and North Texas Performing Arts, has received the Obelisk Award given by the Business Council for the Arts.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL RETREAT**  
**October 31, 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  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the City Council Retreat on Saturday, October 31, 2015, at 8:02 a.m., at the Oak Point Park Nature and Retreat Center, 5901 Los Rios Boulevard, Plano, Texas. A quorum was present.

**Discussion and Direction regarding City of Plano Vision, Mission, Strategic Plan and Goals, Council Governance, Roles and Responsibilities and may include Discussion and Direction of Fiscal Year 2015-2016 Budget and Fiscal Year 2016-2017 Budget.**

Mr. Holifield with Strategic Government Resources, facilitating the meeting, outlined the goals for the retreat, encouraging Council to not focus only on today during decision making and to be a good visionary, not a politician. Mayor LaRosiliere made a brief opening statement and requested the Council focus on giving Staff clear direction and not getting bogged down in the weeds.

Mr. Holifield presented a video of Simon Sinek's TED Talk regarding the golden circle and the importance of beginning with the "why" not the "what". Mr. Holifield stated the first role of the Council is the "why". He discussed the need for clarity of vision and the surrender of individual freedom when a person becomes part of the team. Mr. Holifield stated it is Staff's job to educate the Council and Council's job to communicate and educate the public. He added the Council has a burden to listen to the public as a whole, not just special interests. Mr. Holifield encouraged the Council to ask two questions on each agenda item, "Why does this issue affect our future?" and "How does this issue affect who we want to be?".

The Council took a brief recess at 9:28 a.m. and resumed discussions at 9:36 a.m.

Mr. Holifield led the Council in a review of the Strategic Vision for Excellence beginning with the Vision statement. The group discussed the meaning of “sustainability” in that the statement goes beyond the environmental meaning. They reviewed the current Vision, Mission, Plano Beliefs, and Pillars of Service. The Council stated concurrence to continue with the current Vision, Mission, Plano beliefs, and Pillars of Service statements as written.

Vision

*Plano is a vibrant, safe and sustainable city with attractive neighborhoods and urban centers, a vital economy, a high degree of mobility and an abundance of educational, recreational and cultural opportunities*

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*

Plano Beliefs

*Working as a team, we pledge to be:*

- > *Respectful of individual dignity and rights,*
- > *Financially responsible,*
- > *Innovative in addressing community needs and*
- > *An organization in which we can serve with pride.*

Pillars of Service

- > *Provide outstanding services and facilities*
- > *Through cooperative efforts with citizens*
- > *That contribute to the overall quality of life*

The Council reviewed the Pillars for Plano’s Vision, Reputational Drivers, and Operational Drives and stated concurrence as follows (additions underlined and deletions ~~strikethrough~~):

Pillars for Plano’s Vision

- > *A diverse, international ~~and emerging urban city and~~ metropolitan center*
- > *A multifaceted city which meets the needs of its citizens to work, live and play here*
- > *A city known for very high quality city services*
- > *A city of vibrant and renewing neighborhoods*
- > *A city of business and enterprise of national and international importance*
- > *A city that partners with a variety of educational institutions to support and encourage exceptional quality of education at all levels*

Reputational Drivers

- > THE place to live
- > A place that values and expects excellence
- > High quality of life
- > ~~A~~ An progressive innovative city
- > Excellent schools
- > Home to major corporations
- > Broad variety of desirable housing
- > Easy access to the entire region and to jobs
- > Employment Center
- > Family oriented
- > A destination location
- > ~~Reestablished identity~~

Operational Drivers

- > *Exceptional quality city services*
- > *A well maintained community ~~that has a very attractive appearance~~*
- > *A safe city*
- > *Highly professional staff*
- > *A high quality customer service orientation*
- > *High quality and ample parks and green space*
- > *~~Successfully transitioning into a mature city~~*
- > *Innovative programs and solutions*

Mr. Mowery, with Strategic Government Resources, split the group into five teams for an exercise looking 20 years into the future and the headlines for the City of Plano. Each team presented their findings to the group.

Group 1 – Mayor Pro Tem Smith, Council Member Kelley, and Assistant City Manager Carr discussed the future included Downtown Plano development, redevelopment of Collin Creek Mall area, and the area becoming a transit hub.

Group 2 – Deputy City Manager Turner, City Attorney Mims, and Council Member Harrison discussed the future included Dallas becoming Plano, Plano being highly sought after by investors, and redevelopment of Collin Creek Mall area.

Group 3 – Mayor LaRosiliere, Council Member Downs, and Deputy City Manager Parrish discussed the future included increased innovation and technology, a great sense of community, economic development, and a strong level of governance.

Group 4 – Council Member Miner, City Manager Glasscock, and Deputy City Manager Ross discussed the future included innovation, improved infrastructure, and increased mobility.

Group 5 – Deputy Mayor Pro Tem Harris, Council Member Grady, and Assistant City Manager Israelson discussed the future included re-visioning of facilities, balanced politics and governance, maintaining sense of community, and continuing to be a best value.

Mr. Mowery spoke to the common themes of innovation, revitalization, sense of community, and transportation discussed throughout the process.

The Council took a brief recess for lunch at 11:17 a.m. and resumed discussions at 11:37 a.m.

Mr. Holifield discussed the importance of the “Body” providing a collective direction to Staff, not individuals providing direction to Staff and that the goal is to protect the integrity of the process. He stated once voted upon, the Council owned the decision even if the decision was not the choice of a Council Member(s). The Council discussed the process and that each member is speaking as the Council and not as an individual when discussing City business publically. The Council stated concurrence to follow procedures and avoid social media.

Mr. Holifield led the Council in review of the Strategic Goals for Excellence. The Council stated concurrence as follows (additions underlined and deletions ~~strikethrough~~):

**Goal 1** – okay as presented

*PROTECT AND SUSTAIN QUALITY OF GOVERNANCE*

- > *Maintain the current atmosphere of civility, respect, decisiveness and courage*
- > *Ensure all Council members are properly prepared to make decisions based on thoughtful and thorough analysis and deliberation*

**Goal 2** – okay as presented with the removal of underscoring and bold type

*DELIVER OUTSTANDING OPERATIONAL ANALYSIS AND EFFECTIVENESS*

- > *Define why action is needed and what the key issues are*
- > *Present fact-based information*
- > *Provide options that can be compared in a consistent manner and without bias*
- > *Provide costs (O&M and Capital) and proposed funding sources*
- > *Provide long term implications (benefits or costs) of delaying decisions*
- > *Anticipate and answer likely questions*
- > *Articulate clear expectations of results*
- > *Provide adequate lead time to make an informed decision*
- > *Provide professionally based recommendations without bias*

**Goal 3** – amend to read:

AFFIRM AND REINFORCE PLANO'S COMMITMENT TO ~~EXCELLENCE~~ EXCEPTIONAL CITY SERVICES

- ~~> Create a culture of excellence in customer service in every department~~
- ~~> Develop city-wide customer service standards and provide training to achieve~~
- ~~> Evaluate mechanisms for providing feedback on the quality of customer service~~
- ~~> Develop a plan to address neighborhood revitalization with measurable, results-oriented criteria to evaluate the impact of a program and how it would work with "Love Where You Live" project~~
- ~~> Evaluate criteria to qualify for revitalization incentives~~
- ~~> Develop options for impacting the four corners retail centers in neighborhoods~~
- > Excellent service is expected as a benchmark. Service delivery must be evaluated within the context of both cost and impact on citizen services. It is recognized that efficiency and effectiveness can be counter balances to each other and the underlying goal is not merely low cost, nor merely high quality, but a high value proposition.
- > Ensure that city policies are designed to recruit and retain the best possible employee in every position
- > Position the city to attract the very best employees

**Goal 4** – amend to read:

EXPAND AND IMPROVE COMMUNICATIONS

- > Develop a comprehensive marketing strategy and plan that reaches the citizens of Plano as well as a state and national audience with a consistent message
- > Enhance initiatives to help the city be more engaged with and attuned to the desires and priorities of the community as a whole

**Goal 5** – amend to read:

EVALUATE OPTIONS FOR REVITALIZING COLLIN CREEK MALL

- ~~> City Staff should continue meeting with the mall owners to determine what options exist and return to Council with available actions~~

SUCCESSFULLY ADDRESSING REVITALIZATION NEEDS IN THE CITY OF PLANO

- > Develop options for impacting the four corners retail centers in neighborhoods
- > Evaluate criteria to qualify for revitalization incentives
- > Promote neighborhood revitalization programs with measurable, results-oriented criteria

**Goal 6** – amend to read:

ENHANCE PLANO'S ROLE AS A REGIONAL LEADER, PARTICULARLY IN THE FOLLOWING AREAS:

- ~~> Position Plano to provide a stronger voice and leadership regionally~~
- > Transportation
- > Water
- > Mass Transit

**Goal 7** – amend to read:

*STRENGTHEN THE WORKING RELATIONSHIP WITH OUR ~~EDUCATIONAL~~ STRATEGIC PARTNERS IN THE AREAS OF EDUCATION, BUSINESS, NON-PROFITS AND FAITH-BASED*

*> City Manager should continue formal and informal meetings and discussions with strategic partners to further strengthen the relationships and reinforce the city's commitment to an exceptional ~~educational~~ environment*

In closing, the Mayor encouraged the Council to look forward when making decisions. The Council discussed key items from the retreat included team work, looking to the future, the golden circle (Why, How, What), the “Why/How” questions, and the importance of a vision.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 1:14 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
November 9, 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  
Jack Carr, 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, November 9, 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 discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:49 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion  
Personnel – Appointments**

Planning and Zoning Commission

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Susan Plonka an interim member.

## **DART Report**

DART Board of Directors Member Paul Wageman updated the Council on DART matters affecting the City. Mr. Wageman spoke to the changes to DART Policy 111.07 related to non-service area cities and ongoing discussions with non-rail cities. He discussed Bus Rapid Transit (BRT) along the US 75 Rail Corridor, the status of the Cotton Belt project, D-2 Second Alignment project, and the Plano Senior Rides program. Mr. Wageman spoke to the Legacy Express ridership growth, Plano Light Rail ridership, and the 38% increase in rail ridership during the 2015 State Fair of Texas.

## **TDHCA Housing Tax Credit Process**

Director of Neighborhood Services Schwarz spoke to the Housing Tax Credit program providing background on the purpose, funding sources, and allocation. She detailed the support requirements, housing de-concentration requirements, and municipality specific requirements. Ms. Schwarz stated the City's process is not connected to the zoning process and the zoning matters are vetted separately. She discussed the application process and locations of Housing Tax Credit Funded developments within the city, adding the majority of the projects in Plano at this time are senior/elderly developments. The Council stated concurrence with the proposed process. City Manager Glasscock advised a resolution will be brought back to Council for final approval of the process.

## **High Speed Rail**

Travis Kelly with Texas Central presented the plan to bring high speed rail to North Texas allowing a ninety minute trip between North Texas and Houston. He provided details regarding the easements, rail designs, and potential alignments. Mr. Kelly spoke to the privately funded project and its estimated direct economic impact of \$36 billion in the next 40 years. He stated approximately 10,000 jobs will be created each year of the construction and 1,000 direct jobs once the rail line is complete. Mr. Kelly advised the high speed rail will prevent future traffic congestion and create a safe and convenient experience for riders.

In response to Council questions, Mr. Kelly stated the fare structure will be similar to and competitive with airline pricing, and the train will travel at speeds of 186-205 miles per hour, the locations of the stations will be in close proximity to other mass transit stations for ease of use, and safety screening processes will be in place to ensure rider safety.

## **Consent and Regular Agendas**

No items were discussed.

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

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:37 p.m.

---

**Harry LaRosiliere, MAYOR**

ATTEST:

---

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
November 9, 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  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, November 9, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Executive Pastor Denise Peckham with Christ United Methodist Church led the invocation and American Legion Harding-Blaine Post 321 Color Guard led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed November 11 as Veterans Day, November 14-22 as 2015 Homelessness Awareness week and November as National Diabetes Month. He presented a check along with the Plano Firefighters Association, to Susan G. Komen North Texas and recognized, with the Fire Chief, several Parks and Recreation employees for their life saving acts on October 13, 2015.

**COMMENTS OF PUBLIC INTEREST**

Patti Snell requested the Council revisit the Collinwood House options.

**CONSENT AGENDA**

After a motion made by Council Member Downs and seconded by Council Member Grady to approve and adopt all items on the Consent Agenda as recommended, Council Member Harrison requested Item "H" be pulled for individual discussion. Upon an amended motion by Council Member Downs and seconded by Council Member Grady, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended with the exception of Item "H", and as follows:

### **Approval of Minutes**

October 26, 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. 2015-453-B** for the 14th Street Sewer Project to Wilson Contractor Services, LLC, in the amount of \$235,572; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Adams Consulting Engineers, Inc. in the amount of \$67,950 for floodplain analysis and FEMA Conditional Letter of Map Revision services for the White Rock Creek Trail Replacement project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc. in the amount of \$65,850 for Screening Walls at Spring Creek Parkway; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

To approve a Professional Services Agreement by and between the City of Plano and JQ Infrastructure, LLC in the amount of \$80,305 for Alley Reconstruction – Mountain Pass and Buffalo Bend; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

### **Adoption of Resolutions**

**Resolution No. 2015-11-1(R):** To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement by and between the City of Plano, Texas and Capital One, National Association, a national banking association; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “F”)

**Resolution No. 2015-11-2(R):** To designate the name of the Three Cities Trail Connection as Rowlett Trail; and providing an effective date. (Consent Agenda Item “G”)

### **Adoption of Ordinances**

**Ordinance No. 2015-11-3:** To amend and restate the Retirement Security Plan generally effective as of January 1, 2016; authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “I”)

**Ordinance No. 2015-11-4:** To repeal Ordinance No. 2015-9-7; 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 November 9, 2015; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “J”)

## **END OF CONSENT**

**Resolution No. 2015-11-5(R):** To relate to the power of the City of Plano City Council to appoint and remove its board and commission appointees; and providing an effective date. (Consent Agenda Item “H”)

Council Member Harrison inquired about adding additional wording to the caption and it was determined the wording was currently included in the resolution.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 7-0, to relate to the power of the City of Plano City Council to appoint and remove its board and commission appointees; and providing an effective date; and further to adopt Resolution No. 2015-11-5(R).

**Public Hearing and adoption of Ordinance No. 2015-11-6** to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 140 for tax abatement, consisting of a 9.515 acre tract of land located in the Samuel Brown Survey, Abstract No. 108, City of Plano, Collin County, Texas, and described in Exhibit "A", attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Item “1”)

Director of Economic Development Bane spoke to state law requires a city establish a reinvestment zone and hold a public hearing prior to entering into a tax abatement. She stated the tax abatement would be based on \$29 million of real property improvements and \$6 million of business personal property taxes in place by December 2017. She added the abatement would be in the amount of fifty percent and for a period of ten years beginning January, 2018.

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

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 7-0 to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 140 for tax abatement, consisting of a 9.515 acre tract of land located in the Samuel Brown Survey, Abstract No. 108, City of Plano, Collin County, Texas, and described in Exhibit "A", attached hereto, establishing the boundaries of such zone; and further to adopt Ordinance No. 2015-11-6.

**Resolution No. 2015-11-7(R):** To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Capital One, National Association, a national banking association, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Item “2”)

Director of Economic Development Bane spoke to the agreement between Capital One, National Association and the City of Plano. She stated the project is the eighth building on the Capital One campus and will add \$29 million of real property improvements and \$6 million of business personal property taxes. Ms. Bane added the agreement would be in the amount of fifty percent and for a period of ten years beginning January, 2018.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 7-0, to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Capital One, National Association, a national banking association, providing for real and business personal property tax abatement; and further to adopt Resolution No. 2015-11-7(R).

With no further business, Mayor LaRosiliere adjourned the meeting at 7:38 p.m.

---

**Harry LaRosiliere, Mayor**

ATTEST

---

Lisa C. Henderson, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/23/2015			
Department:		Human Resources			
Department Head		Shante' Akafia			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
RFP 2015-164-C for a five (5) year term for the 457 Deferred Compensation Plan, to be utilized by Human Resources, to International City Management Association Retirement Corporation (ICMA-RC), where fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 thru 2019-20</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s):    457 PLAN</b>					
<b>COMMENTS:</b> This item has no fiscal impact. All fees are paid by the participants of the Plan.					
<b>STRATEGIC PLAN GOAL:</b> Approving the award of Bid RFP 2015-164-C for a Deferred Compensation Plan Recordkeeper, ICMA-RC, directly supports the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
See recommendation of award memo.					
List of Supporting Documents: Recommendation of Award Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

To: Diane Palmer-Boeck, Purchasing Manager

From: Andrea Cockrell, Administrative Services Manager

Date: August 31, 2015

Re: Award of Bid RFP 2015-164-C for Deferred Compensation Plan Recordkeeper

The City recently went through a Request for Proposal (RFP) to select a recordkeeper to administer the City's 457 Deferred Compensation Plan. The Evaluation Committee reviewed and evaluated ten (10) proposals. One vendor was found to be nonresponsive and was not evaluated.

Members of the Evaluation Committee rated each proposal independently, without reviewing cost of service. The City used its 457 Plan consultant, The Retirement Store to assist with the scoring and evaluate the pricing. The final scores were discussed amongst the Evaluation Committee. Lastly, the pricing was factored into the overall final score.

The evaluation criteria were based on:

- Firm Experience and Financial Integrity – 10%
- Participant and Plan Sponsor Services – 25%
- Recordkeeping, Plan Administration, Compliance Services – 10%
- Investment Services – 20%
- Fees – 35%

The Evaluation Committee narrowed the proposals down to the top three vendors and requested best and final offers from Mass Mutual, Nationwide and ICMA-RC. After receiving the best and final offers, the scoring left ICMA-RC as the top vendor.

The City recommends awarding the contract to ICMA-RC. The estimated fees are approximately \$95,000 annually and are paid by the participants of the Plan. The contract is a 5 year term starting on December 1, 2015.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		November 23, 2015			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Teresa Shelstad x7539</b>					
<b>CAPTION</b>					
Bid No. 2016-0009-C for a one (1) year contract with four (4) one-year City optional renewals, for the purchase of Waste Truck Parts for Inventory Control & Asset Disposal (ICAD) from Texan Waste Equipment dba Heil of Texas in the estimated amount of \$123,873, and McNeilus Truck and Manufacturing Company in the estimated amount of \$10,893 for an estimated annual total of \$134,766, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,140,492	539,064	<b>2,679,556</b>
Encumbered/Expended Amount		0	-232,691	0	<b>-232,691</b>
This Item		0	-134,766	-539,064	<b>-673,830</b>
BALANCE		0	1,773,035	0	<b>1,773,035</b>
<b>FUND(S):    WAREHOUSE</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Inventory Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2015-16 is \$134,766. The estimated future amount is \$539,064, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchase.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Waste Truck Parts for Warehouse Inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See attached recommendation memo.					
List of Supporting Documents: Recommendation Memo Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** November 5, 2015  
**To:** Teresa Shelstad, Purchasing Buyer  
**From:** Josh Mathewes, Inventory Control /Asset Disposal Supervisor  
**Subject:** Award of Bid #2016-0009-C Waste Truck Parts

It is the recommendation from Inventory Control/ Asset Disposal (ICAD) based on inventory requirements and Fleet based on specifications to award 2016-0009-C by line item versus a total award to one vendor.

Texan Waste Equipment dba Heil of Texas provided the lowest total overall bid; however if the award is made by line versus a total overall award the estimated savings would be \$6,569.94 per year. Texan Waste Equipment dba Heil of Texas was the only responsive, responsible bidder for lines 1-9 which were listed as OEM only specified parts and provided with their bid documentation which states they are the sole distributor in Texas for Heil OEM parts. Fleet staff has identified these items as being costly and labor intensive and requested the OEM parts due to the warranty requirements and aftermarket parts failure issues. The installation of aftermarket parts in these areas have proven to be more costly to the city in vehicle down time due to more frequent part failure, the cost to have additional parts replaced that were damaged due to part failure and the additional cost of labor. The Fleet department has documentation to support that aftermarket parts in this area have a higher/ more frequent failure rate thus adding to additional down time and added repair costs.

It is Inventory Control /Asset Disposal's (ICAD) recommendation based on inventory requirements and Fleet's for specifications to award Texan Waste Equipment dba Heil of Texas the 9 OEM only line items and award lines 10-40 of contract 2016-0009-C to the lowest responsive, responsible bidder.

After reviewing the specifications it is our recommendation to award this contract as follows:

Texan Waste Equipment dba Heil of Texas  
Line items: 1,2,3,4,5,6,7,8,9,10,16,17,18,22,24,25,28,29,30,31,32,33,34,37,38  
Estimated expenditure: \$123,872.69

McNeilus Truck and Manufacturing Company  
Line items: 11,12,13,14,15,19,20,21,23,26,27,35,36,39,40  
Estimated expenditure: \$10,892.84

Total estimated expenditure for 2016-0009-C is \$134,765.53 annually.

Failure to award this bid could result in extended lead times, higher procurement costs, extended Fleet equipment down time, and the inability to provide inventory in an emergency or maintenance situation.

The specifics of this bid are on file with the Purchasing Division.  
Josh Mathewes  
Inventory Control/Asset Disposal Supervisor

**CITY OF PLANO**

**BID NO. 2016-0009-C  
Waste Truck Parts**

**BID RECAP**

---

---

**Bid opening Date/Time:** October 23, 2015 @ 10:00 AM

**Number of Vendors Notified:** 3051

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

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

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

Texas waste Equipment dba Heil of Texas \$141,454.27

McNeilus Truck and Manufacturing Company \$153,366.77

**Recommended Vendors:**

Texan Waste Equipment dba Heil of Texas \$123,872.69  
Line items: 1,2,3,4,5,6,7,8,9,10,16,17,18,22,  
24,25,28,29,30,31,32,33,34,37,38

McNeilus Truck and Manufacturing Company \$10,892.84  
Line items: 11,12,13,14,15,19,20,21,23,26,27,  
35,36,39,40

*Teresa Shelstad*

November 9, 2015

---

Teresa Shelstad  
Buyer I

---

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
<b>CAPTION</b>				
Rescind award of 2015-249-C Water and Wastewater Pumping Facility Maintenance to Legacy Contracting, LP dba Control Specialist, LP.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:     2015-16	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):</b> N/A				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Rescinding an award which is no longer in the best interest of the City of Plano relates to the City's goal of a Financially Strong City w/ Service Excellence.				
<b>SUMMARY OF ITEM</b>				
At the City Council meeting held on 7/27/2015, Council awarded 2015-249-C Water and Wastewater Pumping Facility Maintenance to Legacy Contracting, LP dba Control Specialist, LP. The vendor failed to execute all necessary documents. Therefore, the Public Works Department requests that the award be rescinded.				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** October 19, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

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

**Subject:** Request to Rescind Award of Bid No. 2015-249-C Water and Wastewater Maintenance Contract

This bid was awarded on July 27, 2015 to Legacy Contracting, LP dba Control Specialist Services, LP in the estimated annual amount of \$450,000. A contract was sent to Control Specialists Services who has refused to sign the contract. Therefore, the Public Works Department requests that the award be rescinded and the contract be re-bid.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		Technology Services		
Department Head		Carlos Oregon		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of maintenance and support for CommVault software for Technology Services in the amount of \$139,750 from CDW Government, LLC through an existing TCPN (The Cooperative Purchasing Network) contract and authorizing the City Manager to execute all necessary documents. (TCPN R5106)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	3,081,949	0	<b>3,081,949</b>
Encumbered/Expended Amount	0	-370,535	0	<b>-370,535</b>
This Item	0	-139,750	0	<b>-139,750</b>
BALANCE	0	2,571,664	0	<b>2,571,664</b>
<b>FUND(s):    TECHNOLOGY SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2015-16 Technology Services Fund budget. Support and maintenance for CommVault software, in the amount of \$139,750, will leave a current year balance of \$2,571,644 to fund additional maintenance agreement expenses for Technology Services.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining maintenance and support for the software that backs up City of Plano servers and data relates to the City's goal of a Financially Strong City with Service Excellence and a Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN R5106, City of Plano Contract No. 2013-89-O)</p> <p>Per Recommendation Memorandum</p>				
List of Supporting Documents: Recommendation Memorandum			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** October 26, 2015  
**To:** Diane Palmer-Boeck, Purchasing Manager  
**From:** Carlos Oregon, Interim Technology Services Director  
**Subject:** CommVault software maintenance for FY 2015-16

Technology Services proposes procuring maintenance and support for our CommVault software from CDW Government, LLC (CDW-G). They are an authorized CommVault reseller on TCPN contract R5106, City of Plano Contract No. 2013-89-O.

The software maintenance contract will allow the City of Plano to obtain software maintenance and support for all of the CommVault software used in our environment. The CommVault software is used to back up every server and database used by the City of Plano. There is also a compliance database for email retention. If we were not able to backup up these critical servers then we may not be able to restore information in the event of a hardware or software failure on a specific server. This may affect the operation of other departments. This maintenance contract provides 7x24 coverage and a 4-hour response for our CommVault software.

This contract would be in the amount of \$139,750.00 for a one year agreement and effective from January 1, 2016 to December 31, 2016.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architect Professional Services Agreement between the City of Plano and Michael Kendall d/b/a/ KENDALL + Landscape Architecture in the amount of \$54,700 for design services and construction documents for Buckhorn Neighborhood Park renovation and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	28,972	646,028	900,000	<b>1,575,000</b>
Encumbered/Expended Amount	-28,972	-3,663	0	<b>-32,635</b>
This Item	0	-54,700	0	<b>-54,700</b>
BALANCE	0	587,665	900,000	<b>1,487,665</b>
<b>FUND(s):     CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funding is available in the 2015-16 Capital Reserve CIP for this item. Professional landscape architecture services, in the amount of \$54,700, will leave a current year balance of \$587,665 available for future expenditures on neighborhood park renovation projects or other Park related renovation and rehabilitation projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional landscape architecture services for park projects relates to the City's goal of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This agreement provides for the preparation of construction documents and specifications for the renovation of Buckhorn Neighborhood Park, including new layout and design, walking trail, playground equipment, trees, irrigation and turf replacement. Construction documents will include structural soil boring and testing, final construction documents, technical specifications, bid administration, construction observation and project closeout.</p> <p>The total contract is for \$54,700 and includes basic services and reimbursable expenses. This fee is consistent with other park design projects of similar size and scope.</p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

KENDALL + Landscape Architecture was selected to provide park design services through the 2015 RFQ for the Community Investment Program - Park/Landscape Program.

Project Location Map:

<https://goo.gl/maps/p5CfvpkGgv42>

List of Supporting Documents:

Location Map

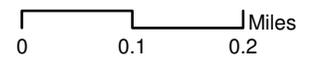
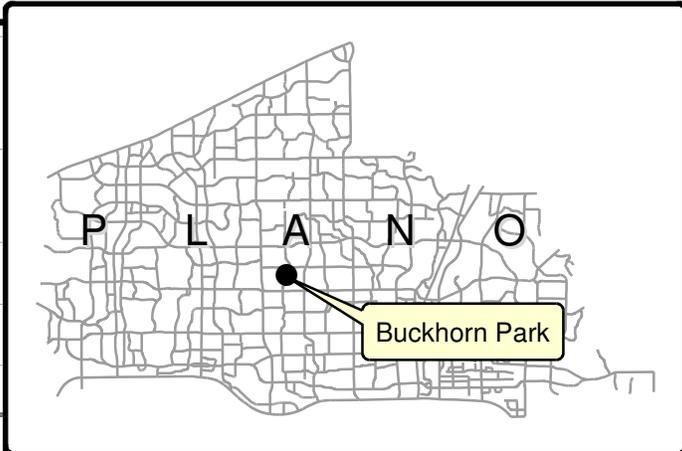
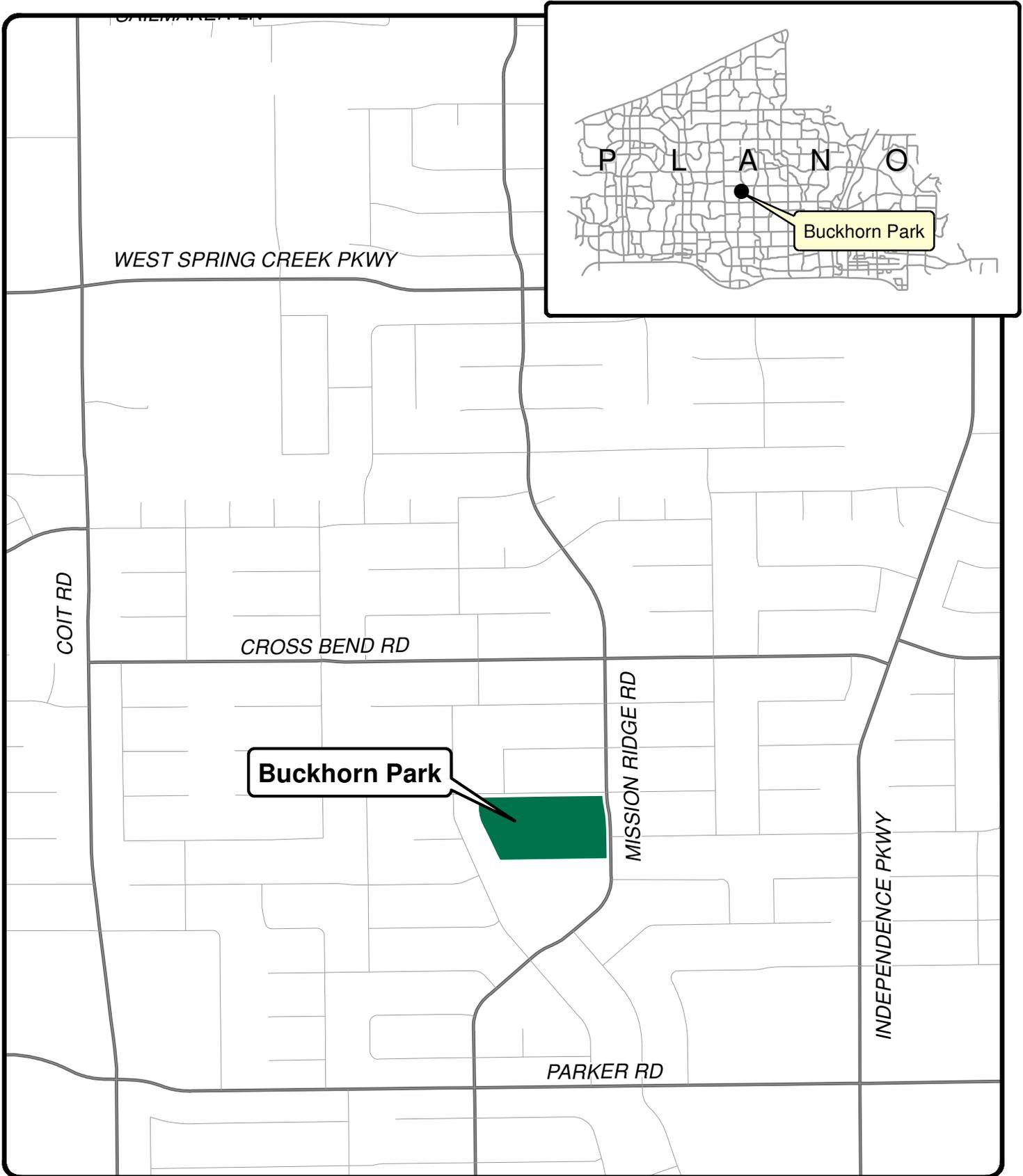
Professional Services Agreement

Other Departments, Boards, Commissions or Agencies

# Location Map

## Buckhorn Park

3601 Mission Ridge Rd, Plano, TX 75023



**BUCKHORN PARK – CONSTRUCTION DOCUMENTS**

**PROJECT NO. 6592.1**

**LANDSCAPE ARCHITECT  
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 **KENDALL + LANDSCAPE ARCHITECTURE**, a **SOLE PROPRIETORSHIP**, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **BUCKHORN PARK – CONSTRUCTION DOCUMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Architect desires to render such Architectural 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 Architect**

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

**II. Scope of Services**

The parties agree that Architect 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 contract modifications orders may be authorized from time to time by the City.

Architect shall perform his or her professional architectural services with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

### **III. Schedule of Work**

The Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

### **VI. Insurance**

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect'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 ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND**

**ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.**

### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

### **X. Audits and Records/Prohibited Interest**

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs**

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

#### **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect 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  
Parks Department  
Attn: Angela Kralik  
P.O. Box 860358  
Plano, TX 75086-0358

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

KENDALL + Landscape Architecture  
Attn: Michael S. Kendall  
8150 North Central, Suite M2025  
Dallas, TX 75206

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 Architect, 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:

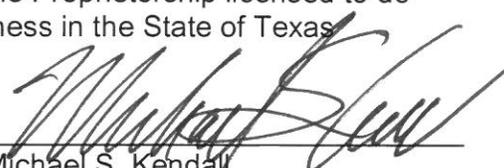
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**KENDALL + LANDSCAPE  
ARCHITECTURE**

A Sole Proprietorship licensed to do  
business in the State of Texas

DATE: \_\_\_\_\_

BY:   
Michael S. Kendall  
OWNER, INDIVIDUALLY AND AS  
SOLE PROPRIETOR

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

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

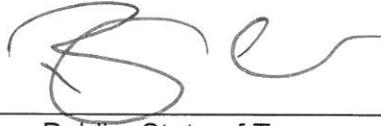
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

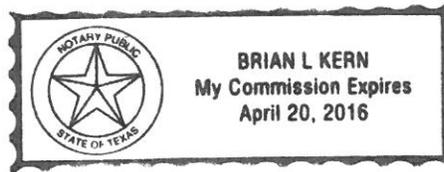
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 16<sup>th</sup> day of October, 2015, by **MICHAEL S. KENDALL, OWNER, INDIVIDUALLY AND AS SOLE PROPRIETOR, dba KENDALL + LANDSCAPE ARCHITECTURE, a SOLE PROPRIETORSHIP**, licensed to do business in the State of Texas, on behalf of said sole proprietorship.



\_\_\_\_\_  
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

EXHIBIT "A"

SCOPE OF SERVICES  
BUCKHORN PARK – PLANO, TEXAS

Construction Documents

- I. Structural Soil boring and testing:
  - A. Structural soil boring and testing.
  - B. The soil testing will include:
    1. Description of the soil and ground water conditions as they relate to the performance and construction of the project.
    2. Foundation alternatives to include constructability and magnitude of anticipated movement.
    3. Alternate earthwork preparation methods to reduce the potential movement of a ground-supported foundation and/or floor slabs.
    4. Design considerations and recommended stabilization.
    5. Pavement subgrade conditions and recommended stabilization.
    6. Biological analysis and recommendations.
  
- II. Final Construction Documents:
  - A. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows, but not limited to:
    1. Prepare final construction documents for the Hardscape elements:
      - a. Horizontal control for all elements.
      - b. Vertical control for all elements.
    2. Prepare final construction documents for the Civil items:
      - a. Civil Engineer to review and approve proposed drainage solutions.
      - b. Civil Engineer to attend the site plan review meeting at the City of Plano on October 12<sup>th</sup>.
      - c. Civil Engineer is not required to stamp the drainage drawings or prepare a drawing for formal Engineering submittal review and approval.
    3. Prepare final construction documents for the Electrical items:
      - d. Site electrical layout plan.
      - e. Light pole services and selection.
      - f. Convenience power for the special events area.
    4. Prepare final construction documents for the Softscape items:
      - a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
      - b. Final irrigation plans for the project.
      - c. Details.
    5. Meeting with a public group to review the playground equipment.
    6. RAS submittals. All plans shall be RAS compliant prior to bidding. A site review will be completed prior to completion of construction.
    7. Prepare bidding documents.
    8. Coordinate work with the consultants.
    9. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
  - B. Technical specifications necessary to describe the materials, systems, equipment, workmanship, quality, methods and performance criteria required for construction of

- proposed improvements not covered by the standard City of Plano specifications. Engineered web site specifications which apply to this project will be used.
- C. Preparation of a "mark-up" of the standard City of Plano bid and contract forms including preparation of a contract bid schedule for the project. We will assist the City in bidding and awarding of the construction contract, preparation of bid tabulations and a letter of contractor recommendations.
  - D. Storm Water Pollution and Prevention Plans as required by the state and the City of Plano erosion control ordinance.
- VI. Bid Administration
- A. Answering bid questions from Angela Kralik.
  - B. Providing City with a bid recommendation.
  - C. Check Contractors calculations on bid for accuracy.
- VII. Construction Observation
- A. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
  - B. Make 6 trips to the site to assist the Owner in observing the progress, process, and quality of the installation of applicable hardscape and softscape items.
  - C. Provide the Owner with 6 field reports corresponding to the site visits above and documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
- VIII. Project Closeout
- A. Final drawings in AutoCAD 2000. No xrefs or NAD83 Datum.
  - B. We will create a "Record" set of drawings based on information provided by the Owner and Contractor.
  - C. We will provide a CD of all drawings and images for the project.
- IX. Additional Services
- A. Additional Services: KENDALL + Landscape Architecture agrees this is a turn key project for the City of Plano and will perform work, within reason, that is necessary to prepare a competitive bid situation. Services that are not expressly written in the above outline will be considered additional services. KENDALL + Landscape Architecture will not be proceeding with any additional services without the written authorization from the City and an agreement regarding fee.
  - B. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on a percentage complete for each phase on same monthly basis plus reimbursable expenses.
  - C. Hourly rates for additional services shall be billed as shown below:
 

Principal	\$150 per hour
Project Landscape Architect	\$90 per hour
Draftsman	\$60 per hour
Clerical	\$40 per hour
  - D. The following additional services may be included in this scope of services if authorized in writing by the Owner.
    1. Revisions to drawings previously approved by the Owner.
    2. Services of consultants other than stated above.
    3. Construction surveying, staking, and verification.
    4. Public presentations and additional presentations beyond those outlined above.
    5. Assist the Owner in making decisions on all claims regarding the applicable site development work.
    6. Representation in litigation and/or negotiations.

7. Change Orders as caused by participants other than the Landscape Architect for significant increase in scope of the work.
8. Execution of three-way contracts
9. Drainage, water, or sanitary sewer study or report.
10. LEED design and/or documentation.
11. Planned Development creation or existing modification.
12. Filing fees for the TDLR submission.
13. Construction Observation site visits in excess of 6.
14. Engineering drawing preparation and submittal for Engineering review.

EXHIBIT "B"

COMPLETION SCHEDULE  
BUCKHORN PARK – PLANO, TEXAS

KENDALL + Landscape Architecture agrees to complete the scope of services for Schematic Design, and Construction Documents described in Exhibit "A" within 70 days from execution of contract excluding plan reviews. This does not include a site plan or engineering drawings submittal and review.

EXHIBIT "C"

PAYMENT SCHEDULE  
BUCKHORN PARK – PLANO, TEXAS

KENDALL + Landscape Architecture's fee for the scope of services described in Exhibit "A" including all reimbursable and incidental expenses, is to be a lump sum fee of:

1.	Soil testing	\$6,200.00
2.	Construction Documents	\$39,000.00
3.	Bidding	\$2,000.00
4.	Construction Observation	\$5,000.00
5.	Record Drawings	\$1,500.00
6.	Reimbursables	\$1,000.00
	<hr/>	
	Total	\$54,700.00

We will invoice for these services monthly on or about the 1<sup>st</sup> of each month on a percentage complete of each phase. Any additional work authorized in advance by the City of Plano shall be at a rate of:

1.	Principal	\$150.00
2.	Project Landscape Architect	\$90.00
2.	Draftsman	\$60.00
3.	Clerical	\$40.00

## EXHIBIT "D"

### LANDSCAPE ARCHITECT

#### 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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Architect's Insurance - "Occurrence" Basis:**

- 2.1 The Architect 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 Architect 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 Consultant's Insurance – Claims Made

#### Professional Errors and Omissions

The Consultant 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

## LANDSCAPE ARCHITECT

### City of Plano - Insurance Checklist

("X" means the coverage is required.)

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



## 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 **KENDALL + Landscape Architecture.**, a Sole Proprietorship 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 **KENDALL + Landscape Architecture**, 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.

KENDALL + Landscape Architecture

By:

Signature

Print Name

Title

Date

*[Handwritten Signature]*

MICHAEL S KENDALL

Owner

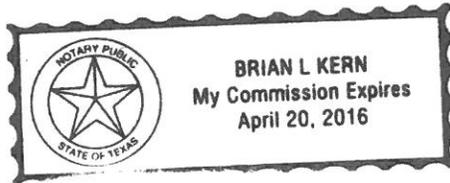
10-16-15

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

SUBSCRIBED AND SWORN TO before me this 16<sup>th</sup> day of October, 2015.

Notary Public, State of Texas





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2015

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).

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway, Suite 1710  Dallas TX 75243	<b>CONTACT NAME:</b> Brian R Hadar <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kendall Landscape Architecture  8150 N. Central Expressway Suite M2025 Dallas TX 75206	<b>INSURER A:</b> Charter Oak Fire Insurance Co.	<b>NAIC #</b> 25615
	<b>INSURER B:</b> Travelers Indemnity Company	25658
	<b>INSURER C:</b> AXIS Surplus Insurance Company	26620
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 28314 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP8897L139	3/18/2015	3/18/2016	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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	BA1213M427	3/18/2015	3/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Professional Liability</b>	Y		MBZ768648/01/2014	8/7/2014	8/7/2015	<b>Per Claim/Annual Aggregate</b> \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holders on all policies. City of Plano is named as additional insured on the general and auto liability coverage with a waiver of subrogation as required by contract. RE: Buckhorn Park Master Plan

<b>CERTIFICATE HOLDER</b>  City of Plano - Parks & Recreation Department Attn: Angela Kralik 1409 K Avenue  Plano TX 75074	<b>CANCELLATION</b>  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 <i>Brian R. Hadar</i>
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		November 23, 2015		
Department:		Parks & Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Sandra Dority ext. 7235</b>				
<b>CAPTION</b>				
To approve a License Agreement with Metro Broadcasters – Texas, Inc., for the promotion and production of a music festival at Oak Point Park and Nature Preserve and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>N/A</b>				
<p><b>COMMENTS:</b> This item has no immediate financial impact; however, an agenda item approving the City of Plano's commitment of \$100,000 annually to Metro Broadcasters - Texas Inc., as well as \$85,000 of in-kind services is expected for consideration by the City Council in December 2015.</p> <p><b>STRATEGIC PLAN GOAL:</b> Examining future music entertainment events relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This License Agreement with Metro Broadcasters – Texas, Inc., will result in the production of a multi-day, multi-act music festival at Oak Point Park and Nature Preserve. The festival will serve the citizens, stimulate the economy, provide entertainment to the public and promote the City of Plano as a destination. The City will provide Metro Broadcasters – Texas, Inc. with a \$100,000 annually in advance of the festival to secure quality headline act(s). The City of Plano will be responsible for food and beverage and parking and will receive 100% of the revenue derived from these sources. Also, the City will retain 66% of sponsorships secured by the City and will receive 33% of those secured by Metro Broadcasters – Texas, Inc.</p>				



# CITY OF PLANO COUNCIL AGENDA ITEM

Metro Broadcasters – Texas, Inc. will provide all other festival related services and will retain the revenues associated with those services. Likewise, they will be responsible for all expenses, including but not limited to all artists fees, promotions, ticketing, event infrastructure set up and tear down, event staffing, etc. For each year of the term, if the City fails to recover the \$100,000 that is advanced for the event, Metro Broadcasters – Texas, Inc., shall reimburse the City up to the \$100,000 from the event net proceeds once they net \$65,000.

Organizers expect festival attendance to be around 10,000 for the first year. A neighborhood engagement plan will be enacted to minimize impact on the surrounding residents and receive their input on the event as it is being planned. The City will provide in-kind services with a value not to exceed \$85,000 annually. These may include the following services: police, security, traffic control, fire and rescue services, emergency services, personnel, parks maintenance and support, and rental fees for Plano Event Center.

Metro Broadcasters - Texas, Inc. will be required to obtain a special event permit as outlined in the City of Plano’s Code of Ordinances. The permit process will ensure that proper planning and safety measures have been addressed.

Funding is available, with Council's approval of this item, from the Convention and Tourism Fund. A separate agenda item will follow at a future Council meeting to authorize the expenditure.

List of Supporting Documents:  
Location Map  
License Agreement

Other Departments, Boards, Commissions or Agencies

**LICENSE AGREEMENT**  
**FOR PROMOTION AND PRODUCTION OF**  
**TEXAS MUSIC REVOLUTION MUSIC FESTIVAL AT**  
**OAK POINT PARK AND NATURE PRESERVE**

This Agreement is made and entered into by and between the CITY OF PLANO TEXAS, a home-rule municipal corporation of the State of Texas, (hereinafter called "CITY") and Metro Broadcasters – Texas, Inc., a Texas corporation (hereinafter called "KHYI");

**WHEREAS**, the CITY is the owner of Oak Point Park and Nature Preserve ("Park"), shown on Exhibit "A" incorporated herein by reference as if set forth in full, located at 5901 Los Rios Blvd, Plano Texas 75074; and

**WHEREAS**, the CITY Council finds that a multi-day, multi-act country music festival at the Park will serve the citizens, stimulate the economy, provide entertainment to the public and promote the CITY as a destination; and

**WHEREAS**, CITY has determined that it is in the public interest to enter into this Agreement with KHYI to host the KHYI-produced TEXAS MUSIC REVOLUTION music festival at the Park with quality programming from a selection of American and country music genres and artistic performers (the "Agreement"); and

**WHEREAS**, KHYI shall, if deemed necessary, enter into a separate license agreement for use of the Plano Event Center for the ancillary activities associated with the Texas Music Revolution musical festival.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and Agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I**  
**Scope of Use**

1.01. Permitted Use. Subject to the terms and conditions herein and a special event permit obtained by KHYI as required by Section 15-5 of the CITY'S Code of Ordinances and Section 4.01 herein ("Special Event Permit"), the CITY grants to KHYI a license to use the Park to promote and produce the Texas Music Revolution, a multi-day, multi-act musical festival featuring a variety of American and country music acts and artists which shall be conducted for a minimum of two consecutive days per calendar year (the "Festival") for the term of this Agreement, together with customary ancillary uses in connection therewith, including, without limitation, the set up and removal of equipment and temporary improvements such as stages, dressing areas, concession facilities, portable restrooms, and kiosks for merchandise; medical services; security and box office; lighting and sound rigging; "load-in" and "load-out" activities; providing on-site concessions (including service and consumption of alcohol beverages); catering; merchandise sales and promotion; sponsorships (including, without limitation, the sale of event, stage and festival area naming rights); parking; VIP areas; interactive displays; games; rides and amusements; temporary medical and security facilities and services; broadcasting; recording; and ticketing/box office activities. Use of the Park by KHYI shall be limited to the Festival, and the CITY shall not permit the Park or any part thereof to be used or occupied for any unrelated purpose. If necessary, the CITY shall grant to KHYI a license to use the Plano Event Center by a separate, mutually agreed upon license agreement for ancillary activities of the Festival.

1.02. Festival Dates. KHYI shall conduct the Festival annually during the Term of this Agreement on a weekend in the month of March or April on dates to be determined by mutual agreement of the parties upon KHYI submitting an application for a Special Event Permit with the CITY pursuant to Section 4.01 herein

1.03. Term of Agreement. The initial term of this Agreement shall be for a period of five (5) years commencing upon the effective date hereof provided, however, the parties shall have the right and option to extend the term hereof by four (4) additional two (2) year terms by written letter Agreement executed on or before sixty (60) days prior to the expiration of the term in which the parties are operating.

1.04. KHYI agrees that it will not book or produce any multi-day, multi-act music festival within a seventy-five (75) mile radius of the Park during the term of this Agreement without the written consent of CITY. Nothing in this Agreement shall prohibit the CITY from booking and promoting entertainment for CITY sponsored events during the term of this Agreement.

## **Article II Payment**

2.01. Annual Advance by City. CITY shall make an annual advance of One Hundred Thousand Dollars (\$100,000) for each year of the term of this Agreement—whether the initial term or any extension thereof—toward the procurement of a headlining performance artist(s) to be pre-approved by the CITY pursuant to Section 3.03 herein. The initial advance shall be payable to KHYI no later than thirty (30) days after the ratification of this Agreement. In each subsequent year of the term, the advance shall be made payable to KHYI no later than November 1.

2.02. In-kind Services. During the term of this Agreement (whether the initial term or any extension thereof pursuant to Section 1.03 herein), CITY shall annually provide in-kind services for each Festival in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000). Such services shall be mutually agreed upon in writing in advance of each Festival pursuant to the Special Event Permit as required by Section 4.01 herein and may include the following:

police, security, traffic control, fire and rescue services, emergency services, personnel, parks maintenance and support, and parking rental fees for Plano Event Center.

### **Article III Independent Contractor**

3.01. Independent Contractor. KHYI covenants and agrees that KHYI is an independent contractor and not an officer, agent, servant or employee of CITY; that as between CITY and KHYI, KHYI 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 KHYI, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and KHYI.

3.02. Contract Negotiations. KHYI shall have exclusive authority, subject only to the provisions and limitations set forth in this Agreement, to negotiate all contracts or agreements including, but not limited to, the contracts and agreements with suppliers, exhibitors, entertainment artists, concessionaires, advertisers, television and radio media and other media, sponsors and parties relating to the Festival. All such contracts and agreements of any kind or nature whatsoever shall be negotiated and executed by KHYI in its name and shall not be contracts or obligations of CITY.

3.03. City Approval of Artists. KHYI shall notify the CITY as to all entertainment artists with whom KHYI is engaged in material negotiations to perform as a headliner at the Festival. CITY, through the CITY Parks and Recreation Director or his/her designee (the "Director"), and KHYI shall mutually agree on the headliners to perform at the Festival. KHYI shall use commercially reasonable efforts to begin notifying the CITY through the Director of its

proposed headlining artists by October 1 of the year preceding the Festival year, except for the 2016 Festival for which KHYI shall attempt to begin such notification by December 1, 2015, and shall update the Director periodically as negotiations progress. Failure of the Director to respond to any request for confirmation within forty eight (48) hours of notice from KHYI shall be deemed an approval of the proposed artist. All contracts or agreements of any kind or nature entered into by KHYI with the entertainment artists booked to perform at the Festival shall specifically contain language which prohibits the entertainment artists from engaging in nudity, illegal acts, and/or obscene behavior.

**Article IV**  
**KHYI Obligations/Rights**

4.01. Special Event Permit. Pursuant to Section 15-5 of the CITY'S Code of Ordinances, KHYI shall obtain a Special Event Permit from the CITY. KHYI shall submit an application for a Special Event Permit on or before one hundred and eighty (180) days prior to each Festival, except for the 2016 Festival when KHYI shall submit an application ninety (90) days prior to the Festival, and obtain a Special Event Permit on or before thirty (30) days prior to each Festival. KHYI shall address the details of the ancillary activities necessary for the Festival pursuant to the Special Events process including, but not limited to, neighborhood notification(s), an emergency response plan, traffic control, transportation, parking (including off-site parking and parking at non-city owned locations), set up and removal of equipment, medical services, security, temporary improvements such as stages, dressing areas, concession facilities, portable restrooms, kiosks for merchandise, box office, lighting, games, rides, and amusements. Failure to apply for a Special Event Permit on or before one hundred and eighty (180) days prior to a Festival, except as provided for the 2016 Festival, and/or failure to obtain a Special Event Permit on or before thirty (30) days prior to a Festival shall be a breach of this

Agreement subject to the cure provisions, and if not cured the Agreement shall be subject to termination as set forth in Section 8.01 herein. Notwithstanding the foregoing, CITY agrees to provide reasonable assistance in obtaining any such permit or license when requested by KHYI. CITY's Special Events Supervisor will be designated as the CITY representative to provide assistance to KHYI on all such permitting, licensing or other CITY issues.

4.02. Other Permits and Licenses. KHYI, prior to commencement of any activities pursuant to the provisions of this Agreement and at its sole expense, shall obtain all necessary permissions, permits, approvals and licenses, including a license for use of the Plano Event Center (if KHYI, in its sole discretion, chooses to utilize the Plano Event Center), which are required to conduct the Festival including, but not limited to, building permits, copyright or music licenses. Notwithstanding the foregoing, CITY agrees to provide reasonable assistance in obtaining any such CITY issued permit when requested by KHYI.

4.03 Provision of Necessary Personnel. In addition to any requirements of the Special Event Permit, KHYI shall also provide all personnel and equipment needed to provide the services herein at its own expense, including all personnel and equipment necessary for scheduling, conducting and safeguarding the Festival including, but not limited to: ticket sellers; ticket takers; ushers; sound technicians and stage hands; security and emergency medical personnel provided via the provision of in-kind services of CITY, as referenced in section 2.02, by and through the provision of police officers and emergency medical technicians employed by CITY; and personnel required for the installation and removal of staging or sound and/or lighting which is to be utilized for the Festival or any other equipment of any type or nature which is needed for the Festival. Certain services, personnel and equipment to be used herein may be provided by the CITY, at CITY's sole discretion and expense pursuant to Section 2.02 herein.

4.04. "Tear-Down" and Clean-Up. KHYI shall be responsible for clean-up at the Park property upon completion of the Festival. Clean-up shall include, but not be limited to, removal of all debris, equipment, staging, tables, chairs and any other Festival or Festival-related equipment. In all cases, trash/litter clean-up shall be completed within twenty four (24) hours after the completion of the Festival; clean-up of equipment, staging, tables, chairs and any other Festival or Festival-related equipment shall be completed within ninety-six (96) hours after the completion of the Festival unless otherwise agreed in writing by the parties. If the clean-up is not completed within the allotted time the CITY shall request in writing that KHYI complete the clean-up. If KHYI fails to then undertake the clean-up within twenty-four (24) hours of CITY's request, the CITY shall perform the clean-up and shall bill the actual cost of clean-up to KHYI. Said costs shall be paid by KHYI within thirty (30) days of receipt of invoice from the CITY.

4.05. Responsibility for Damage. If any portion of the Park used for the Festival during the term of this Agreement shall be damaged by the act, default or negligence of KHYI, or of KHYI'S agents, employees, contractors, sub-contractors, patrons, guests, or any person admitted to the Park by KHYI, KHYI will pay to CITY, within thirty (30) days of written invoice, such actual and documented sum as shall be reasonably necessary to restore the Park to its condition as received by KHYI at the beginning of move-in for the Festival, excluding normal wear and tear. In connection with the repairs and/or restoration referenced herein, designated representatives of the parties shall conduct a walk-through of pertinent areas of the Park prior to move-in for the Festival (but no earlier than ninety-six (96) hours prior to move-in for the Festival), and again after the Festival (but no later than on or before ninety-six (96) hours subsequent to completion of the Festival). During each walk-through, the parties will assess and identify, as applicable, pre-existing conditions and damages, if any, that may have occurred

during KHYI's use, and will consult and agree in good faith as to what, if any, repair or restoration costs will be paid for by KHYI. In no event shall KHYI be responsible to the CITY for damages assessed from any pre-existing conditions or damage caused solely by the CITY, its employees, agents, contractors or subcontractors or any property damages not identified within seven (7) days of the completion of the Festival or prior to set-up for the next event at the Park has begun, whichever is earlier. As between KHYI and CITY, KHYI hereby assumes full responsibility for the acts and conduct of all persons admitted to the Park by KHYI, or to any portion of the Park with the consent of KHYI'S agents or employees or any person acting for or on behalf of KHYI, excluding any person, contractor, sub-contractor, employee or agent of the CITY performing any services in or around the Park solely at the CITY's direction, including those whose function may be related to the Festival.

4.06. Ejection from Property. During each Festival, KHYI shall have the right to terminate any on-stage performance, eject or cause to be ejected from the Park any person or persons, including entertainment artists, engaging in nudity, obscene/lewd behavior or illegal acts.

4.07. Alterations, Additions and Improvements. KHYI shall not make any alterations, additions or improvements to the Park or any part thereof without the prior written approval of CITY. KHYI shall acknowledge in writing prior to performing any work for each Festival that it agrees that it has inspected the premises of the Park and accepts the premises as is, unless otherwise agreed to in writing by CITY and KHYI.

4.08. Risk Management. Each party shall report safety deficiencies or any defects it notices on the premises promptly to the other party in connection with the Festival and shall use

reasonable efforts to cooperate with the other party in the investigation of accidents occurring on the Park premises in connection with the Festival.

4.09. Ticketing. KHYI shall have the exclusive right to coordinate, conduct and manage all ticket sales, reporting, accounting and inventory for the Festival(s) with the ticketing service provider(s) of its choice. City shall not enter into any Agreement with any third party ticketing service provider during the term of the Agreement that will interfere with KHYI'S rights herein. KHYI shall maintain ownership of its ticket buyer database with respect to the Festival(s). KHYI shall provide all CITY employees working the event with one (1) complimentary admission to the event; KHYI shall provide to CITY fifty (50) VIP tickets for CITY dignitaries and invited guests to be used in a CITY-provided VIP zone within the confines of the Park which VIP zone shall be erected so as not to interfere with the Festival or KHYI's operations.

4.10. Festival-related Revenues and Expenses. As between CITY and KHYI, the CITY shall receive: One Hundred percent (100%) of all revenue generated by sale of concessions, including food and beverage; Sixty-Six percent (66%) of all cash sponsorships generated and/or secured by the CITY or authorized CITY agents; Thirty-Three percent (33%) of all cash sponsorships generated by KHYI and/or authorized KHYI agents; and One Hundred percent (100%) of all revenue generated through sale of parking passes (collectively, the "City Income Streams"). For each year of the term, if the CITY receives an amount equal to or greater than the \$100,000 Annual Advance it has provided KHYI pursuant to Section 2.01 based upon the City Income Streams, KHYI shall retain one hundred percent (100%) of all revenues generated in connection with ticket sales. For each year of the term, if the CITY does not receive an amount equal or greater than the \$100,000 Annual Advance it has provided KHYI pursuant to Section 2.01

based on the City Income Streams, KHYI shall reimburse the CITY for the difference between the amount received by the CITY based upon City Income Streams and the \$100,000 Annual Advance until the Annual Advance has been repaid to the City. Provided, however, KHYI's obligation to reimburse the City shall be limited to the net proceeds in excess of \$65,000.00 KHYI has received from the operation of that year's Festival. If and only if the net proceeds in excess of \$65,000.00 KHYI has received from the operation of that year's Festival are less than the amount required to reimburse the City for the difference between the City Income Streams and the \$100,000 Annual Advance, the City may, at its option, review and audit KHYI's financial records associated with the operation of the Festival to ensure that the appropriate monies were reimbursed to the City. As between CITY and KHYI, KHYI shall be solely responsible for the payment of all Festival-related expenses, except as otherwise provided in Section 2.02 above.

4.11. Sound Limits. KHYI agrees not to exceed a maximum sound limit of 103 dB, A-weighted, measured at the mix position of all stages.

## **Article V City Obligations/Rights**

5.01. Site Preparation. Prior to each Festival, CITY shall make the Park ready for load-in of equipment, a crowd capacity of at least ten thousand (10,000) persons and shall have completed the following:

- (a) Mowing and manicuring of Festival lawn area.
- (b) Fertilization of Festival lawn area.
- (c) Insect control treatment in appropriate areas of the Park.
- (d) Removal of standing water deeper than three inches, if any.

5.02. City's Right to Enter and Inspect. CITY and its authorized agents and employees shall have the right to enter the Park at any and all times for the purpose of inspection and

observation of KHYI's operation to assure compliance with this Agreement, any CITY issued permits, and the law.

5.03. Ejection from Property. CITY at all times reserves the right to eject or cause to be ejected from the Park any person or persons, including entertainment artists, violating any laws or compromising the health, safety and welfare of the CITY or other patrons. Neither CITY nor any of its officers, agents or employees shall be liable in any manner to KHYI or its officers, agents, or employees for any damages which may be sustained by KHYI through the exercise of this right by CITY.

## **Article VI Promotional Materials**

6.01. Promotional Materials. KHYI shall use the CITY'S name, where appropriate and feasible, in advertising or promotional materials and social media postings related to the Festival. KHYI will provide a link on the Festival website and social media page connecting to the CITY'S website at [www.plano.gov](http://www.plano.gov) and the CITY'S Convention and Visitors Bureau (Visit Plano) website at [www.visitplano.com](http://www.visitplano.com) regarding the Festival.

6.02. Intellectual Property. CITY and KHYI acknowledge certain names, trademarks, service marks, copyrights and other intellectual property ("Mark(s)") are the sole and exclusive property of each of the parties. CITY expressly acknowledges and agrees that the name "Texas Music Revolution", in graphic or textual form, whether registered or not, shall be owned by KHYI and deemed a KHYI Mark. KHYI hereby grants to CITY a limited, non-exclusive, non-transferable, non-assignable, U.S. royalty-free license to use KHYI'S Marks as provided by KHYI solely for purposes of any pre-approved marketing and promotional activities conducted by CITY, if any. All uses of the Marks by CITY in connection with its obligations hereunder shall bear appropriate trademark notices as prescribed by KHYI. CITY hereby authorizes KHYI

to use the CITY'S Marks in conjunction with the Festival solely as authorized by Section 2-1 of the CITY's Code of Ordinances. Both parties agree that it will not use, register or attempt to register in any jurisdiction, or other otherwise appropriate or adopt the Marks or any name, mark or logo that is confusingly similar to the Marks of the other party. Except to the extent required to perform the obligations set forth in this Agreement, the parties shall not have the right to use in any way or reproduce for any purpose the Marks of the other party without their respective prior written consent. Upon termination of this Agreement both parties shall cease such use of each other's Marks.

6.03. Ancillary Rights. CITY shall have the right to request that KHYI permit radio, television and film personnel to film and record portions of the Festival(s) for purposes of press, publicity and/or news programs as requested by CITY without any further consideration paid to KHYI, subject to any such personnel following all KHYI procedures, rules and regulations for press, including application for appropriate credentials, and limitations on access as determined by KHYI and its press team. Furthermore, KHYI or its designees shall have the sole right to photograph, film, videotape, broadcast, webcast, record or otherwise mechanically reproduce the Festival(s) and its/their related activities, including, without limitation, the period beginning with move-in and ending with move-out (each, a "Media Property") on a live or delayed basis at the Property, subject to obtaining all necessary rights and clearances. Further, as to any performance footage of the Festival, KHYI shall have the exclusive right to utilize said performance footage, and CITY shall not attempt to broadcast, exhibit, televise, webcast or otherwise mechanically reproduce the live performance footage except for limited footage permissible under this section for news, press or publicity purposes. KHYI shall not broadcast or disseminate any Media Property regarding the Festival or the CITY containing obscene or illegal acts, and a clause

prohibiting obscene or illegal acts shall be inserted by KHYI into the agreement of each artist contracted to perform or provide other services at the Festival.

**Article VII  
Insurance/Indemnification**

7.01. Insurance. KHYI agrees to meet all insurance requirements as set forth on Exhibit “B”, which is attached hereto and incorporated herein. KHYI shall provide an appropriate Certificate of Insurance prior to commencing work on the Festival each year which reflects that KHYI has met the CITY's insurance requirements.

7.02. **RELEASE AND INDEMNIFICATION.**

**KHYI 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 KHYI'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 KHYI, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH KHYI 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.**

**KHYI AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, IT IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF KHYI'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF KHYI'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. KHYI 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 KHYI FAILS TO PROMPTLY RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND KHYI SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

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

**Article VIII  
Termination**

8.01. Termination. This Agreement terminates upon any one or more of the following:

(a) By expiration of the term or any extension thereof and where no defaults have occurred; or

(b) a party defaults or breaches any of the terms or conditions of this Agreement, including failure to timely apply for and/or obtain a Special Event Permit pursuant to Section 4.01 herein, and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided by mutual written agreement of the parties. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement. The City Manager or his/her designee is authorized on behalf of the CITY to send notice of default and to terminate this Agreement for any default that is not cured.

**Article IX  
Notices**

9.01. Notices. Any notices required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the CITY:

City of Plano, Texas  
Attention: Parks and Recreation Director  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for KHYI:

KHYI  
12225 Greenville Ave. #890  
Dallas, TX 75243  
Attn: Joshua Jones

With a courtesy copy to:  
KHYI  
12225 Greenville Ave. #890  
Dallas, TX 75243  
Attn: Morgan Gill

Either party may at any time, by giving ten (10) days written notice, designate any other address in the substitution of the foregoing address to which the notice or communication shall be given.

#### **Article X Miscellaneous**

10.01. No Transfer, Assignment or Subletting. KHYI shall not sublet the subject premises or any part thereof or allow the same to be used or occupied by any person or for any other use than that herein specified, nor assign said Agreement nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the written consent of CITY. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceeding in any Court, or by attachment, execution, proceedings, insolvency, or bankruptcy either voluntary or involuntary or receivership proceedings.

10.02. Liability For Acts of God. CITY shall not be responsible or deemed to have breached or defaulted on this Agreement for its failure to make the premises available or to provide the facilities and services described herein where such performance is rendered impossible and impractical due to acts of God or arising from conditions in the premises which create a danger to the health, safety and welfare of the public or any other cause outside of the control of CITY, which determination shall be in the sole discretion of the City. KHYI shall not be deemed to have defaulted or failed to perform hereunder if its failure (including, without limitation, any determination to cancel or alter the format of the Festival) is caused by an event or events beyond its control directly impacting the festival at the park including, without limitation, acts of God; acts of Government; severe weather; death, injury or illness of headlining talent and/or their immediate family; explosions; strikes or labor disputes; terrorist acts; acts of military authority; riots or civil unrest; conditions in the Park which create a danger to the health, safety and welfare of the public; or because the Park is otherwise unfit for its intended use.

10.03. Notice of Bankruptcy. In the event KHYI files for bankruptcy, whether involuntarily or voluntary, KHYI shall provide written notice to the CITY within thirty (30) business days of such event. Such a filing shall be an event of default under Section 8.01.

10.04. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement.

10.05. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

10.06. Compliance with Law. KHYI, at KHYI'S expense, shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction, affecting or applicable to conducting the Festival.

10.07. Amendment. This Agreement may only be amended by the mutual written Agreement of the parties.

10.08. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

10.10. Authorized to Bind. The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

10.11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.12. Effective Date. This Agreement shall be effective from and after the last date of signatory hereto.

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER

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

APPROVED AS TO FORM:

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

METRO BROADCASTERS – TEXAS,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 municipal corporation.

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

**STATE OF                   §**

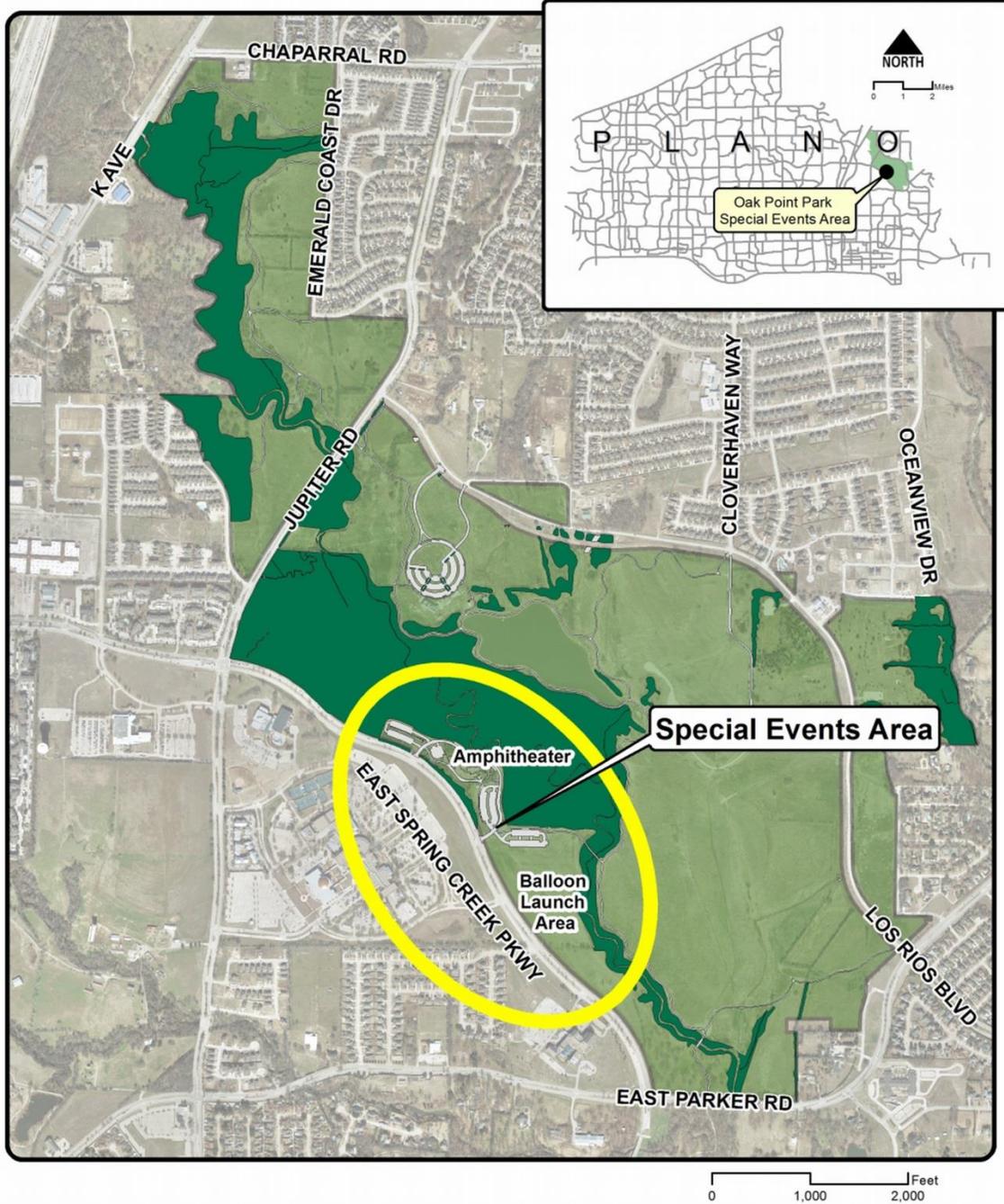
**§**

**COUNTY OF \_\_\_\_\_ §**

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, of Metro Broadcasters – Texas, Inc., a \_\_\_\_\_ corporation, on behalf of such corporation.

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

**Exhibit 'A'**  
Location Map  
Oak Point Park Special Events Area  
2801 E Spring Creek Pkwy, Plano, TX 75074



## Exhibit "B"

KHYI shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. KHYI shall require that subcontractors providing work at the Park have coverage commensurate with the type of services provided.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be reasonably 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 provided that such additional types and limits must be reviewed and approved by KHYI in writing as an amendment to the Agreement no later than sixty days prior to each Festival.

### **Commercial General Liability Insurance**

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, 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 as respects the liability assumed herein by KHYI.

\$1,000,000 Limit per Occurrence for Personal/Advertising Injury and Products/Completed Operations. Such limits may be satisfied by a combination of commercial general liability and umbrella/excess liability insurance.

### **Commercial Automobile Liability**

KHYI shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 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). KHYI waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by KHYI pursuant to this section or under any applicable automobile physical damage coverage.

## **Workers' Compensation & Employer Liability**

KHYI 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 \$1,000,000.

KHYI waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under KHYI's workers' compensation and employer's liability. KHYI 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.

## **Liquor Liability Coverage (Required if KHYI sells and/or serves alcoholic beverages)**

\$1,000,000 Limit and Aggregate

### General Requirements Applicable to All Insurance

1. KHYI shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. KHYI agrees that the insurance requirements specified herein do not reduce the liability KHYI 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 to the extent of the liability assumed herein by KHYI.
4. KHYI 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, KHYI 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 the City of Plano, Risk Management Division, 1520 Avenue K, Plano, Texas, 75074 in the Certificate Holder Section



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		Technology Services		
Department Head		Carlos Oregon		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve an expenditure for Laserfiche document management software maintenance and support in the amount of \$57,050 from DocuNav Solutions for various departments and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	3,081,949	0	<b>3,081,949</b>
Encumbered/Expended Amount	0	-870,535	0	<b>-870,535</b>
This Item	0	-57,050	0	<b>-57,050</b>
BALANCE	0	2,154,364	0	<b>2,154,364</b>
<b>FUND(s):     TECHNOLOGY SERVICES FUND</b>				
<b>COMMENTS:</b> Funding is available for this item in the 2015-16 Technology Services Fund budget. Support and maintenance for the Laserfiche document management software system in the amount of \$57,050, will leave a current year balance of \$2,154,364 to fund additional maintenance agreement expenses for Technology Services.				
<b>STRATEGIC PLAN GOAL:</b> Obtaining maintenance and support for the City of Plano's document management system contributes to the City's goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
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)(7)(A). (City of Plano Contract No.2015-22-X)				
Per Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** October 27, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Carlos Oregon, Interim Technology Services Director  
**Subject:** Purchase of Laserfiche software maintenance and support

Technology Services desires to procure software maintenance and support for the Laserfiche document management software system. DocuNav Solutions has been providing support for the Laserfiche software since we installed Laserfiche in 2006. Since the original installation, DocuNav Solutions has also incorporated some of their proprietary software to augment Laserfiche services. It is with these additional services that we have designated DocuNav as a sole source provider of our Laserfiche software and application environment. (City of Plano Contract No. 2015-22-X)

The cost for the yearly Laserfiche software and support contract from DocuNav is \$57,050.37. This cost reflects a 10% discount off listed pricing for support services.

Laserfiche has been adopted as the city-wide document management system. Departments such as Building Inspections, City Secretary, Customer Utility Services, Engineering, Facilities, Fire Inspection, Human Resources, Parks & Recreation, Planning, GIS, Property Standards, Public Works, Records Management, and Risk Management are currently using this system. If we were not able to provide support to this system, those departments may lose access to documents that are stored electronically.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11-23-15		
Department:		City Manager's Office		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>				
<b>CAPTION</b>				
Adoption of City Council's Strategic Vision for Excellence for Fiscal Year 2015-16				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adoption of the City Council's Strategic Vision relates to the City's 7 Strategic Goals for Excellence; the City's Mission; Plano Beliefs; and Pillars of Service.				
<b>SUMMARY OF ITEM</b>				
Adoption of City Council's Strategic Vision for Excellence for Fiscal Year 2015-16, setting forth goals and principles for City Council decisions, policies and actions.				
List of Supporting Documents: City Council's Strategic Vision for Excellence for Fiscal Year 2015-16			Other Departments, Boards, Commissions or Agencies	



## 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.

## PLANO BELIEFS

Working as a team, we pledge to be:

- > Respectful of individual dignity and rights,
- > Financially responsible,
- > Innovative in addressing community needs and
- > An organization in which we can serve with pride.

## PILLARS OF SERVICE

- > Provide outstanding services and facilities
- > Through cooperative efforts with citizens
- > That contribute to the overall quality of life

## OUR VISION

**Plano is a vibrant, safe and sustainable city with attractive neighborhoods and urban centers, a vital economy, a high degree of mobility and an abundance of educational, recreational and cultural opportunities**



## PILLARS FOR PLANO'S VISION

- > A diverse, international metropolitan center
- > A multifaceted city meeting the needs of its citizens to work, live and play
- > A city known for very high quality city services
- > A city of vibrant and renewing neighborhoods
- > A city of business and enterprise of national and international importance
- > A city that partners with a variety of educational institutions to support and encourage exceptional quality of education at all levels

# Strategic Vision for Excellence

Fiscal Year 2015-16



## REPUTATIONAL DRIVERS

- > THE place to live
- > A place that values and expects excellence
- > High quality of life
- > An innovative city
- > Excellent schools
- > Home to major corporations
- > Broad variety of desirable housing
- > Easy access to the entire region and to jobs
- > Employment center
- > Family oriented
- > A destination location

## OPERATIONAL DRIVERS

- > Exceptional quality city services
- > Well maintained community
- > Safe city
- > Highly professional staff
- > High quality customer service orientation
- > High quality and ample parks and green space
- > Innovative programs and solutions

## MAYOR, COUNCIL & CITY MANAGER

Harry LaRosiliere, Mayor

Lissa Smith, Mayor Pro Tem

Ben Harris, Deputy Mayor Pro Tem

Angela Miner, Council Member

Rick Grady, Council Member

Ron Kelley, Council Member

Tom Harrison, Council Member

David Downs, Council Member

Bruce D. Glasscock, City Manager

# Strategic Goals for Excellence

Fiscal Year 2015-16

*The City Council developed the strategic goals for excellence from the strategic vision adopted in 2012. Many of the initiatives are a continuation of those goals reflecting the next steps towards achievement.*



## 1. PROTECT AND SUSTAIN QUALITY OF GOVERNANCE

- > Maintain the current atmosphere of civility, respect, decisiveness and courage
- > Ensure all Council members are properly prepared to make decisions based on thoughtful and thorough analysis and deliberation



---

## 2. DELIVER OUTSTANDING OPERATIONAL ANALYSIS AND EFFECTIVENESS

- > Define why action is needed and what the key issues are
- > Present fact-based information
- > Provide options that can be compared in a consistent manner and without bias
- > Provide costs (O&M and Capital) and proposed funding sources
- > Provide long term implications (benefits or costs) of delaying decisions
- > Anticipate and answer likely questions
- > Articulate clear expectations of results
- > Provide adequate lead time to make an informed decision
- > Provide professionally based recommendations without bias



---

## 3. AFFIRM AND REINFORCE PLANO'S COMMITMENT TO EXCEPTIONAL CITY SERVICES

- > Excellent service is expected as the benchmark. Service delivery must be evaluated within the context of both cost and impact on citizen services. It is recognized that efficiency and effectiveness can be counter balances to each other and the underlying goal is not merely low cost, nor merely high quality, but a high value proposition.
- > Ensure that city policies are designed to recruit and retain the best possible employee in every position
- > Position the city to attract the very best employees



# Strategic Goals for Excellence

Fiscal Year 2015-16



## 4. EXPAND AND IMPROVE COMMUNICATIONS

- > Develop a comprehensive marketing strategy and plan that reaches the citizens of Plano as well as a state and national audience with a consistent message
- > Enhance initiatives to help the city be more engaged with and attuned to the desires and priorities of the community as a whole

## 5. SUCCESSFULLY ADDRESSING REVITALIZATION NEEDS IN THE CITY OF PLANO

- > Develop options for impacting the four corners retail centers in neighborhoods
- > Evaluate criteria to qualify for revitalization incentives
- > Promote neighborhood revitalization programs with measurable, results-oriented criteria

## 6. ENHANCE PLANO'S ROLE AS A REGIONAL LEADER, PARTICULARLY IN THE FOLLOWING AREAS:

- > Transportation
- > Water
- > Mass Transit

## 7. STRENGTHEN THE WORKING RELATIONSHIP WITH OUR STRATEGIC PARTNERS IN THE AREAS OF EDUCATION, BUSINESS, NON-PROFITS AND FAITH-BASED

- > City Manager should continue formal and informal meetings and discussions with strategic partners to further strengthen the relationships and reinforce the city's commitment to an exceptional environment





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington's social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):     N/A				
<b>COMMENTS:</b> This item has no financial impact. STRATEGIC PLAN GOAL: Executing an interlocal agreement between the City of Plano and the University of Texas at Arlington relates to the City's goals of Partnering for Community Benefit and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
This agreement is for a period of one year commencing upon the effective date. The Program will be beneficial to both parties as students enrolled in the University's Social Work Program will be able to secure practical and clinical experience, and with the additional assistance, the Police Department Victim Services Unit will be able to process more cases.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



# Memorandum

**Date:** November 6, 2015  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *grushin*  
**Subject:** Initiation of Interlocal Agreement with University of Texas at Arlington

The Plano Police Department wants to partner with University of Texas at Arlington to provide a graduate level internship for social work students in order to expand the breadth and depth of services offered by the Department. Graduate level social work interns provide direct service delivery to victims of violent crime and to citizens with mental health concerns.

Interns will be assigned to the Victim Services Unit to provide the training required to complete their program. In return, the interns will allow the Department to offer more comprehensive services to the citizens this Unit serves. Through this program, the Department will be able to provide comprehensive long-term case management support, especially to chronic family violence victims in an effort to reduce calls for service.

There will be no cost to the City for this partnership.

**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 University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington's social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 23rd day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT ARLINGTON**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City", and **UNIVERSITY OF TEXAS AT ARLINGTON**, hereinafter referred to as "University", collectively the "Parties", as follows:

**WITNESSETH:**

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

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

**WHEREAS**, University is an institution of higher education that provides academic courses in Social Work and desires to provide its students with practical experience through an internship program ("Program"); and

**WHEREAS**, the Program is beneficial to both parties as students enrolled in the University's Social Work Program will be able to secure practical and clinical experience, and with the additional assistance, the City's Police Department Victim Services Unit will be able to process more cases.

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

**I.  
TERM**

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that City shall have the right and option to extend the term hereof by up to two (2) additional twelve (12) month periods by giving written notice to University 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 initial term or the immediately preceding term.

**II.  
THE PROGRAM**

City Liaison and University Representative will design an educational experience in Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of City.

- a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

- b. The Program will be reviewed periodically by City Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- c. The educational experience for students in the Program will be an integral part of the services provided by City and students will be under the direct supervision of University personnel or City personnel who are licensed or otherwise qualified to perform such services.

**III.  
CITY ROLES AND RESPONSIBILITIES**

- a. Permit students attending University, to the extent approved by the Police Chief of City, to observe and participate in City's Police Department Victim Services Unit's routine operations under direct supervision of City personnel.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for City and assure that all City personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of City.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of City for purposes related to the accreditation process.

**IV.  
UNIVERSITY ROLES AND RESPONSIBILITIES**

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to City personnel and University personnel who are responsible for supervising those students.
- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of City while on premises of City and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by City.

- e. Provide information requested by City reasonably related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when City determines that the student has violated the rules and regulations of City; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by City or threatens the safety of City personnel or patients.

**V.  
GENERAL PROVISIONS**

- a. It is understood between the Parties that under no circumstances is any student of University considered to be an agent or employee of City.
- b. It is understood between the Parties that because students of University are not agents or employees of City they are not eligible for Workers Compensation benefits through City. Payment for any medical treatment of all student injuries and for any necessary inoculations is the responsibility of the student or University.
- c. Nothing in this Agreement creates a property interest in University's students participating in practical and clinical experience and training with City.
- d. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- e. Each student of University participating in the Program shall be required to execute the City's Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement prior to being permitted to ride in a City vehicle.
- f. During the period of this agreement, including any extensions thereof, the students of University participating in the Program will assist with administrative functions; thereby, allowing the City to serve 25-33% more crime victims.
- g. This Agreement constitutes the entire agreement between the Parties and may only be modified in writing if executed by both Parties.
- h. University and City will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

**VI.  
TERMINATION**

Notwithstanding any language herein, City may, with or without cause and at the discretion of the Police Chief, immediately terminate this agreement by providing written notice thereof.

**VII.  
RELEASE AND HOLD HARMLESS**

City shall not be liable on account of injury, sickness, disease, exposure to disease, or death of any student of University under the terms of this Agreement.

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

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

### **VIII. NOTICE**

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

**City of Plano, Texas:**

City of Plano, Texas  
Police Department  
Attn: Kristy Hoffpauir, MEd, LPC-S  
P.O. Box 860358  
Plano, TX 75086-0358

**University of Texas at Arlington:**

University of Texas at Arlington  
Attn: Kelly Davis, Vice President for Business Affairs and Controller  
211 S. Cooper Street, Suite 301-G  
PO Box 19129  
Arlington, Texas 76019

### **IX. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

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

**X.  
SEVERABILITY**

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

**XI.  
VENUE**

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

**XII.  
INTERPRETATION OF AGREEMENT**

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

**XIII.  
REMEDIES**

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

**XIV.  
SUCCESSORS AND ASSIGNS**

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

**XV.  
EFFECTIVE DATE**

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

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

**UNIVERSITY OF TEXAS AT ARLINGTON**

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

By: \_\_\_\_\_  
Kelly Davis, Vice President for  
Business Affairs and Controller

**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 \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kelly Davis, Vice President for Business Affairs and Controller of **UNIVERSITY OF TEXAS AT ARLINGTON**.

\_\_\_\_\_  
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 corporation.

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

**PLANO POLICE DEPARTMENT'S VICTIM SERVICES UNIT**

909 14<sup>th</sup> St., Plano, TX 75074

THE STATE OF TEXAS  
LIABILITY,  
INDEMNIFICATION, AND COUNTY OF COLLIN

**ADULT WAIVER OF  
RELEASE,  
HOLD HARMLESS  
AGREEMENT**

I, \_\_\_\_\_, the undersigned, a private person, for and in sole consideration of the privilege of riding as a guest and voluntary observer in a Plano Police Department vehicle of the City of Plano, Texas, and participating in the \_\_\_\_\_ Program during the period from \_\_\_\_\_ to \_\_\_\_\_, and recognizing that routine police/victim services unit activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to, property damage and/or personal injury to me as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury to me as result of altercations, assaults, or any other acts associated with police/victim services unit situations; property damage and/or personal injury to me resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission, or negligent act of myself or any other persons, with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

I do hereby further agree to indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to, court costs and attorney fees for death, injury to, or debt of any person or for loss, damage to, or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits, or liability arise in the whole or in part from the negligence of the City of Plano, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Plano, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Plano from the consequences of the City of Plano's own negligence, whether that negligence is the sole or concurring cause of injury, death, or damage.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I, the undersigned, have read this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RIDER/OBSERVER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Date of Birth

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\*\*\*\*\*

The above-named individual, by his/her signature above, requests the permission and authorization to ride as a guest observer with Plano Police Department for the purpose of \_\_\_\_\_ . He/she has read the Plano Police Department's ride-along observer rules of conduct and agrees to abide by the same.

\_\_\_\_\_  
PPD Victim Services Unit/Recipient

\*\*\*Forward signed original to Administration Division\*\*\*



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, reviewing and approving the City's official Public Funds Investment Policy; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the City's Public Funds Investment Policy relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Annual approval of Public Funds Investment Policy in accordance with Section 5, Chapter 2256 of the Texas Government Code.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				
Public Funds Investment Policy				



# Memorandum

**Date:** OCTOBER 21, 2015  
**To:** CITY COUNCIL OF THE CITY OF PLANO, TEXAS  
**From:** MYRA CONKLIN, TREASURER  
**Subject:** INVESTMENT POLICY

The Public Funds Investment Act (PFIA) of the State of Texas requires the City Council of municipalities to review and adopt a written investment policy on an annual basis. The City Council last approved the written investment policy of the City of Plano on December 16, 2014. The Treasury Department proposes the following changes to the written investment policy to more closely reflect the PFIA.

1. Page 1, "Scope". Specific funds that are included in the policy are listed.
2. "Investment Strategy" which used to be on page 8 was moved to page 2.
3. Page 3, "Ethics and Conflict of Interest". The wording was changed to reflect the wording of the PFIA exactly.
4. Pages 4, "Authorized Securities Dealers". Added the word "Investment".
5. Page 12, "Training". The wording was changed to reflect the legislative change to the PFIA which became effective September 1, 2015.

Thank you for your consideration.

CC: Bruce Glasscock, City Manager  
Jim Parrish, Deputy City Manager  
Denise Tacke, Finance Director

**A Resolution of the City of Plano, Texas, reviewing and approving the City's official Public Funds Investment Policy; and providing an effective date.**

**WHEREAS**, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and

**WHEREAS**, on December 16, 2014, by Resolution No. 2014-12-11(R), the City Council approved and adopted a written Investment Policy for the City of Plano regarding investment of public funds; and

**WHEREAS**, staff recommends certain amendments to the Public Funds Investment Policy to accurately reflect the standards provided in the Public Funds Investment Act; and

**WHEREAS**, the City Council has been presented a revised Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

**WHEREAS**, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

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

**Section I.** The City Council of the City of Plano, Texas has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein.

**Section II.** The Public Funds Investment Policy as contained in Exhibit "A" attached hereto shall be the official policy of the City of Plano regarding investment of public funds.

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **City of Plano Investment Policy**

The City of Plano (the “City”) is required under the Public Funds Investment Act (the “PFIA”) Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the Investment Policy as approved by the City Council.

### **Statement of Intent**

It is the Policy of the City to invest funds in a manner, which will insure maximum security and provide for the daily cash flow demands of the City, and conform to all State and local statutes governing the investment of public funds.

### **Scope**

This Investment Policy applies to all financial assets of the City, except certain trust and pension funds contractually invested by outside managers, e.g. Retirement/Pension, and Employee Deferred Compensation.

This policy includes all funds listed and accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- Internal Service Funds
- Trust and Agency Fiduciary Funds, to the extent not required by law or existing contract to be kept segregated and managed separately;
- Component Units

### **Prudence**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Investment Officers, acting in accordance with written procedures and the Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided

deviations from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

## **Objectives**

The primary objectives of the City's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated.
3. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

## **Investment Strategy**

The City intends to maintain a consolidated portfolio in which all funds under the City's control, as specified in this Policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that anticipated cash flows are matched with investment maturities. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. The portfolio should therefore experience minimal volatility during varying economic cycles. Securities of all types are purchased with the intention of holding until maturity.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk

constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

### **Delegation Of Authority**

City employees authorized to engage in investment transactions and authorized as Investment Officers are the City Manager, the Director of Finance, the Treasurer and the Treasury Analyst. Management responsibility for the investment program is delegated from the City Manager to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance shall establish a system of controls to regulate the activities of subordinates.

### **Ethics And Conflict Of Interest**

1. Any Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City, as described in Texas Government Code § 2256.005(i), shall file a statement disclosing that personal business interest with the Texas Ethics Commission and City Council.
2. Any investment officer of the City who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to engage in an investment transaction with the City shall file a statement disclosing that relationship with the Texas Ethics Commission and City Council.

### **Depository Selection**

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal Competitive Sealed Bid. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the best value, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository,

the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be in compliance with State law. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

### **Authorized Securities Dealers**

The Investment Committee will review and adopt annually a list of qualified securities dealers authorized to engage in investment transactions with the City. The City will provide any person offering to engage in an investment transaction with the City, including investment pools, with a copy of the City's Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging that the business organization has:

1. Received and reviewed the City's Investment Policy, and
2. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by this Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

All approved broker/dealer firms must submit a completed City Broker/Dealer Questionnaire, a written acknowledgment per above guidelines, an executed master repurchase agreement, if applicable, and a copy of current audited financial statements.

### **Investment Advisers**

Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same objectives. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services and information;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by the City Council.

## Authorized Investments

The City is authorized to invest in the following types of securities, as specified in the PFIA Eligible investments include the following:

1. Obligations of, or guaranteed by governmental entities including:
  - a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
  - b) Direct obligations of the State of Texas or its agencies and instrumentalities;
  - c) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
  - d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
  
2. Certificates of deposit, issued by a depository institution that has its main office or a branch office in this state:
  - a) And such certificates of deposits are:
    - 1) Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;
    - 2) Secured by obligations that are described by the PFIA, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than 102% of the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
  
  - b) Certificates of Deposit made with the following conditions:
    - 1) The funds are invested by an investing entity through
      - a. A broker that has its main office or a branch office in the state of Texas and is selected from a list adopted by the City as required by Section 2256.025; or
      - b. The broker or the depository institution selected by the City under Subdivision a) arranges for the deposit of the funds in certificates of deposit in one

- or more federally insured depository institutions, wherever located, for the account of the City;
  - c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
  - d. The City appoints the depository institution selected depository institution under Subdivision a), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the City with respect to the certificates of deposit issued for the account of the City.
- 3. Fully collateralized repurchase agreements having a defined termination date, secured by a combination of cash and obligations described by the PFIA, pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state;
- 4. Commercial Paper having a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- 5. Mutual funds
  - a) A no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; has a dollar-weighted average stated maturity of 90 days or fewer; and states in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share; or
  - b) A no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; is invested exclusively in obligations approved by Chapter 2256, sections 9 through 16; is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of mutual funds to receive and invest funds of

- investing entities;
- c) The City is not authorized to:
    - 1) Invest in aggregate more than 15% of the City's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds;
    - 2) Invest any portion of bond proceeds, reserves, and debt service funds; and
    - 3) Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10% of the total assets or the mutual fund.
6. Eligible investment pools that invest in instruments and follow practices allowed by current law as defined in the PFIA provided that:
- a) Investment in the particular pool has been authorized by the City Council;
  - b) The pool shall have furnished the Investment Officer an offering circular containing the information required by the PFIA;
  - c) The pool shall furnish to the Investment Officer investment transaction confirmations with respect to all investments made with it;
  - d) The pool shall furnish to the Investment Officer monthly reports that contain the information required by the PFIA;
  - e) The pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1) and may have a weighted average maturity no greater than 90 days;
  - f) Whose investment philosophy and strategy are consistent with this Policy and the City's ongoing strategy; and
  - g) The pool provides evidence of credit rating no lower than "AAA" or "AAA-m" by at least one nationally recognized credit rating service.
  - h) Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of a leap year) and must provide a fixed interest rate and a fixed maturity term for each pool position.

### **Unauthorized Investments**

The City's authorized investments are more restrictive than those allowed by State law. Not all investments authorized by State Law are authorized by this Policy. The City prohibits investments in all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

The City is not required to liquidate investments that were authorized investments at the time of purchase. The City will take prudent measures to liquidate any investment that loses its required minimum rating.

### **Competitive Selection of Investment Instruments**

The City requires competitive bidding for all individual security purchases except for those transactions with MMMFs, LGIPs and for government securities purchased at issue through an approved broker/dealer at the auction price. The Treasurer may rely not only on yield in selecting MMMFs and LGIPs but also on adherence to applicable Securities and Exchange Commission (SEC) guidelines for MMMFs and other criteria as determined.

At least three bids or offers must be solicited in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three bids for an agency transaction due to secondary market availability, bids may be considered comparable for agencies with comparable structures and having maturities within 15 calendar days before and after the requested security. Bids may be solicited in any manner provided by law. All bids received must be documented and filed for auditing purposes.

### **Collateralization**

In order to anticipate market changes and provide a level of security for all funds, collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the collateralization level will be 102% of market value of principal and accrued interest. Evidence of the pledged collateral shall be maintained by the Director of Finance, or a third party financial institution. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. If upon review, the collateral is found to be of inadequate value, the City will notify the pledging financial institution to immediately provide additional collateral.

The City shall accept only the following as collateral:

1. FDIC insurance coverage;
2. A Bond, Bill, Certificate of Indebtedness, or Treasury Note of the United

- States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas;
  4. A Bond of the State of Texas or a county, city or other political subdivision of the State of Texas having been rated at no less than "A" or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less;
  5. Obligations of the United States' agencies and instrumentalities, limited to the FHLB, FNMA, FFEB and FHLMC; or
  6. A letter of credit issued to the City by the Federal Home Loan Bank.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the City and must be retained. All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Additional collateral may be pledged as required, released when it is not needed, and substituted, if necessary, with the written consent of the Director of Finance, or an authorized Investment Officer. Any financial institution requesting substitution must contact the Director of Finance for approval and settlement. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. The Director of Finance or designated Investment Officer must provide a written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

### **Delivery vs. Payment, Safekeeping And Custody**

All security transactions entered into by the City, with the exception of investment pools, and mutual funds, shall be conducted on a delivery-versus-payment (DVP) basis. Securities and collateral will be held by a third party custodian designated by the Investment Officer and Director of Finance, and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

### **Diversification**

The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return, and to ensure a certain degree of liquidity. The City will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD's at one institution, etc.)

Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Risk to liquidity due to cash flow complications shall be controlled by maintaining minimum bank, investment pool, and money market mutual fund balances.

### **Maximum Maturities**

To the extent possible, the City will attempt to match its anticipated cash flow requirements with maturing investments. The City will not directly invest in securities maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and a half years based on the stated maturity date of the investment.

### **Performance Standards**

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

### **Reporting**

**Monthly Reporting.** The Director of Finance is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

**Quarterly Reporting.** The Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided not less than quarterly to the City Manager and City Council and include the following:

1. Describe in detail the investment position of the entity on the date of the report;
2. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the reporting period;
  - c. Fully accrued interest for the reporting period;
3. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. State the maturity date of each separately invested asset that has a maturity date;
5. State the account or fund or pooled group fund in the City for which each individual investment was acquired;
6. State the compliance of the investment portfolio of the City as it relates to:
  - a. the investment strategy expressed in the City's investment policy; and
  - b. relevant provisions of the chapter.
7. A statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to City Council.

### **Market Pricing**

Market Value of the investment portfolio will be calculated monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Director of Finance. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

### **Investment Rating**

Investment rating will be obtained monthly from broker-dealers on the City's approved list or from other independent third parties. Obligation of States (other than Texas), agencies, counties, cities and other political subdivisions must not be rated less than A or its equivalent by at least one nationally recognized investment rating firm. Mutual funds must not be rated less than AAA or its equivalent by at least one nationally recognized investment rating firm. Money market mutual funds (MMMMF's) are not required to be rated. Investment Pools must not be rated less than AAA or an equivalent by at least one nationally recognized investment rating firm. If an investment that was eligible at the time of purchase becomes ineligible during the holding period, consistent with the Public Funds Investment Act, Sec. 2256.017, the Treasurer is not required to liquidate the investment. The Treasurer shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential loss.

## **Quality and Capability of Investment Management**

Subject to availability of funds, the City shall provide periodic training in investments for Director of Finance the Treasurer and any other authorized Investment Officer through courses and seminars offered by professional organizations and associations, in order to insure the quality and capability of the City's investment officers.

### **Training**

The Director of Finance, the Treasurer and any other authorized Investment Officer must attend at least a 10 hour training session relative to their responsibilities under the PFIA within twelve months after taking office or assuming duties from an independent source approved by the Investment Committee. In addition, each must receive not less than 8 hours of instruction not less than once each two years relating to investment responsibilities from an independent source approved by the Investment Committee. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA.

### **Internal Controls and Compliance Audit**

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Officers are responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officers. The Investment Policy requires, in conjunction with its annual audit, a compliance audit of management controls on investments and adherence to the City's established investment policies.

### **Investment Policy Review And Adoption**

The City's Investment Policy shall be reviewed periodically by the Investment Committee and revised and recommended for Council approval, when necessary. In addition, the Policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Investment Policy and investment strategies and include any changes made to the Policy or strategies.

### **Investment Committee**

An Investment Committee comprised of the City Manager, Director of Finance, and the Investment Officer(s) will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Director of Finance will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		11/23/2015			
Department:	Engineering				
Department Head	B. Caleb Thornhill				
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, authorizing a Partial Release of Public Improvement Agreement between Tokalon Group, LLC ("Tokalon") and the City of Plano, Texas, a home rule municipal corporation ("City"); authorizing the City Manager or his authorized designee, to execute the Release; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(s): N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact.					
<b>STRATEGIC PLAN GOAL:</b> Authorizing a partial release of Public Improvement Agreement that is in the best interest of the City of Plano and the current property owners relates to the City's goal of a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
<p>The Engineering Department has determined that the obligations contained in the Public Improvement Agreement have been completed as to that certain approximately 2.7725 acre parcel of property described in Exhibit "A". Additionally, the current owner of a portion of the land which is subject to the Agreement is seeking to finance construction on that land, and the parties desire to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Agreement that arise from, encumber, or in any way relate to the Released Property.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution			N/A		
Partial Release of Public Improvement Agreement					

**A Resolution of the City of Plano, Texas, authorizing a Partial Release of Public Improvement Agreement between Tokalon Group, LLC (“Tokalon”) and the City of Plano, Texas, a home rule municipal corporation (“City”); authorizing the City Manager or his authorized designee to execute the Release; and providing an effective date.**

**WHEREAS**, the City is a party to a previously executed Public Improvement Agreement with an effective date of March 7, 1995 (the “Agreement”) entered into with Haggar-Jezzeen partners, a Texas general partnership, and J.M. Haggar, JR., an individual (collectively, “Haggar”) recorded in the Real Property Records of Collin County, Texas under file number 95-0022122, which sets forth the terms and conditions by which the City will construct certain improvements (the “Improvements”) and the parties will share the cost of said Improvements;

**WHEREAS**, the Agreement requires Haggar and the City to complete certain obligations related to the construction of certain improvements and sharing the cost of such improvements;

**WHEREAS**, on July 21, 2015, Tokalon Group, LLC (“Tokalon”) purchased approximately 2.7725 acres of the property, covered by the Agreement, by a special warranty deed recorded in the Real Property Records of Collin County, Texas under file number 2015721000900300;

**WHEREAS**, the obligations contained in the Agreement have been completed as to that certain approximately 2.7725 acre parcel of property described in Exhibit “A” to the Partial Release of the Agreement, (the “Released Property”) attached hereto and incorporated by reference;

**WHEREAS**, the City Council has been presented a proposed Partial Release of Public Improvement Agreement, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Agreement that arise from, encumber, or in any way relate to the Released Property.

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

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

**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute the Partial Release of Public Improvement 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 Exhibit "A".

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**PARTIAL RELEASE OF  
PUBLIC IMPROVEMENT AGREEMENT**

This Partial Release of Public Improvement Agreement is executed effective as of the \_\_\_\_ day of November, 2015, by The City of Plano, Texas, a home rule municipal corporation ("City") and Tokalon Group, LLC ("Tokalon").

WHEREAS, City is a party to that certain Public Improvement Agreement dated March 7, 1995 (the "Agreement") entered into with Hagggar-Jezzeen partners, a Texas general partnership, and J.M. Hagggar, Jr., an individual, recorded in the Real Property Records of Collin County, Texas under document number 95-0022122;

WHEREAS, the Agreement requires Hagggar-Jezzeen, Mr. Hagggar, and the City to complete certain obligations related to the construction of certain improvements and sharing the cost of such improvements;

WHEREAS, a portion of the property covered by the Agreement was subsequently sold to Tokalon;

WHEREAS, obligations contained in the Agreement have been completed as to that certain approximately 2.7725 acre parcel of property owned by Tokalon, which is described in Exhibit A (the "Released Property") attached hereto and incorporated by reference; and

WHEREAS, the City and Tokalon desire to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Agreement which concern, relate to or otherwise encumber the Released Property.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten and No/ 00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City and Tokalon do hereby AGREE AND CONFIRM that the obligations contained in the Agreement which concern, relate to or otherwise encumber the Released Property have been fully performed;

FURTHER, that the City and Tokalon do hereby TERMINATE, RELEASE, RELINQUISH, AND DISCHARGE the Agreement as to the Released Property, more particularly described in Exhibit A, and do further declare and acknowledge that the provisions of the Agreement are of no further force and effect as to the Released Property.

All other remaining terms, conditions and provisions of the Agreement shall remain in full force and effect and the only modifications of the Agreement are those set forth and expressed herein.

This Partial Release may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Executed on November \_\_\_\_, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

TOKALON:

TOKALON GROUP, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: David F. Bristol  
Title: Managing Member

**STATE OF TEXAS** §  
§  
**COUNTY OF** \_\_\_\_\_ §

The foregoing Partial Release was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of the TOKALON GROUP, LLC, a Texas limited liability company, on behalf of the company.

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

CITY:

CITY OF PLANO, a home-rule municipal corporation

By: \_\_\_\_\_  
BRUCE D. GLASSCOCK  
City Manager, City of Plano, 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 corporation.

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

## EXHIBIT "A"

Being all that certain tract or parcel of land situated in the City of Plano, Collin County, Texas out of the McKinney and Williams Survey, Abstract Number 650, and being a part of Lot 1, Block B of Northglen 2 Addition, an addition to the City of Plano, Texas according to the conveyance plat thereof recorded in Volume 2012, Page 162 of the Plat Records of Collin County, Texas, and also being a portion of the property described in the Special Warranty Deed from J. M. Hagggar Trusts to Hagggar-Jezzeen Partners as recorded in Volume 3048, Page 380 of the Land Records of Collin County, Texas, and being further described as follows:

Beginning at a 5/8" iron rod found for the North corner of a corner clip at the intersection of southeasterly Right of Way line of Tokalon Drive (60 minutes Right-of-Way) and the southeasterly Right of Way line of State Highway No. 121 (variable width Right of Way) (CCF# 96-0072862 RPRCCT)

Thence North 60 degrees 12 minutes 38 seconds East and departing the northeasterly line of said Tokalon Drive along the southeasterly Right-of-Way line of said State Highway No. 121 for a distance of 415.47 feet to a 5/8" iron rod set for corner;

Thence South 29 degrees 47 minutes 22 seconds East and departing said southeasterly Right-of-Way line of said State Highway No. 121 for a distance of 275.01 feet to a 5/8" iron rod set for corner in the northwesterly Right of Way line of National Drive (60 foot Right of Way);

Thence South 60 degrees 12 minutes 38 seconds West (basis of bearings per plat recorded in Volume 2012 at Page 162 of the Plat Records of Collin County, Texas) and following along the northwesterly line of said National Drive for a distance of 430.48 feet to a 1/2" iron rod found for the southeasterly corner of a corner clip at the intersection with the northeasterly line of Tokalon Drive (60 minutes Right-of-Way);

Thence North 74 degrees 47 minutes 22 seconds West and following along said corner clip for a distance of 14.14 feet to a 1/2" iron rod found for corner in the northeasterly line of the aforesaid Tokalon Drive;

Thence North 29 degrees 47 minutes 22 seconds West and following along the northeasterly line of said Tokalon Drive for a distance of 240.01 feet to a 5/8" iron rod set for the South corner of a corner clip at the intersection of southeasterly Right of Way line of said Tokalon Drive (60 minutes Right-of-Way) and the southeasterly Right of Way line of said State Highway No. 121;

Thence North 15 degrees 12 minutes 38 seconds East along said corner clip for a distance of 35.36 feet to the point of beginning and containing 2.7725 acres (120,770 S.F.) of land, more or less.

Property Now Known as Lot 1, Block B, Northglen 2 Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 2015, Page 342, Plat Records of Collin County, Texas.







# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/2015		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas amending Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager's authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>N/A</b>				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> An Ordinance amending Section 2-12(c) of the Code of Ordinances of the City of Plano, Texas relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
See attached ordinance.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas amending Section 2-12(c) of the City Code of Ordinances of the City of Plano, Texas to clarify the City Manager’s authority for City contracts in accordance with state law; providing a severability clause, a repealer clause, a savings clause, a penalty clause, a publication clause and an effective date.**

**WHEREAS**, the City Council adopted the City of Plano Procurement Code by Ordinance No. 96-3-18 which was amended by Ordinance No. 2001-8-15 which was amended by Ordinance No. 2007-8-9 which was amended by Ordinance No. 2011-9-5 which was amended by Ordinance 2011-11-9; and

**WHEREAS**, the City Council wishes to clarify the City Manager’s authority for City contracts in accordance with state law; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Plano to amend Section 2-12(c) of the City of Plano, Texas Code of Ordinances to clarify the City Manager’s authority for City contracts in accordance with state law.

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

**Section I.** Section 2-12(c) of the City of Plano, Texas Code of Ordinances is hereby amended to clarify the City Manager’s authority for City contracts in accordance with state law as follows:

“(c) *Authorization of contracts by city manager.* The following contracts may be entered into and executed on behalf of the city by the city manager or his designees without further council authorization:

- (1) Change orders which result in increases or decreases to agreements and which do not exceed the sum of fifty thousand dollars (\$50,000.00); and
- (2) Contracts for the lease or purchase of goods or services in an amount equal to or less than fifty thousand dollars (\$50,000.00), unless otherwise excepted by state law.”

**Section II.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

**Section IV.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

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

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

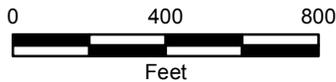
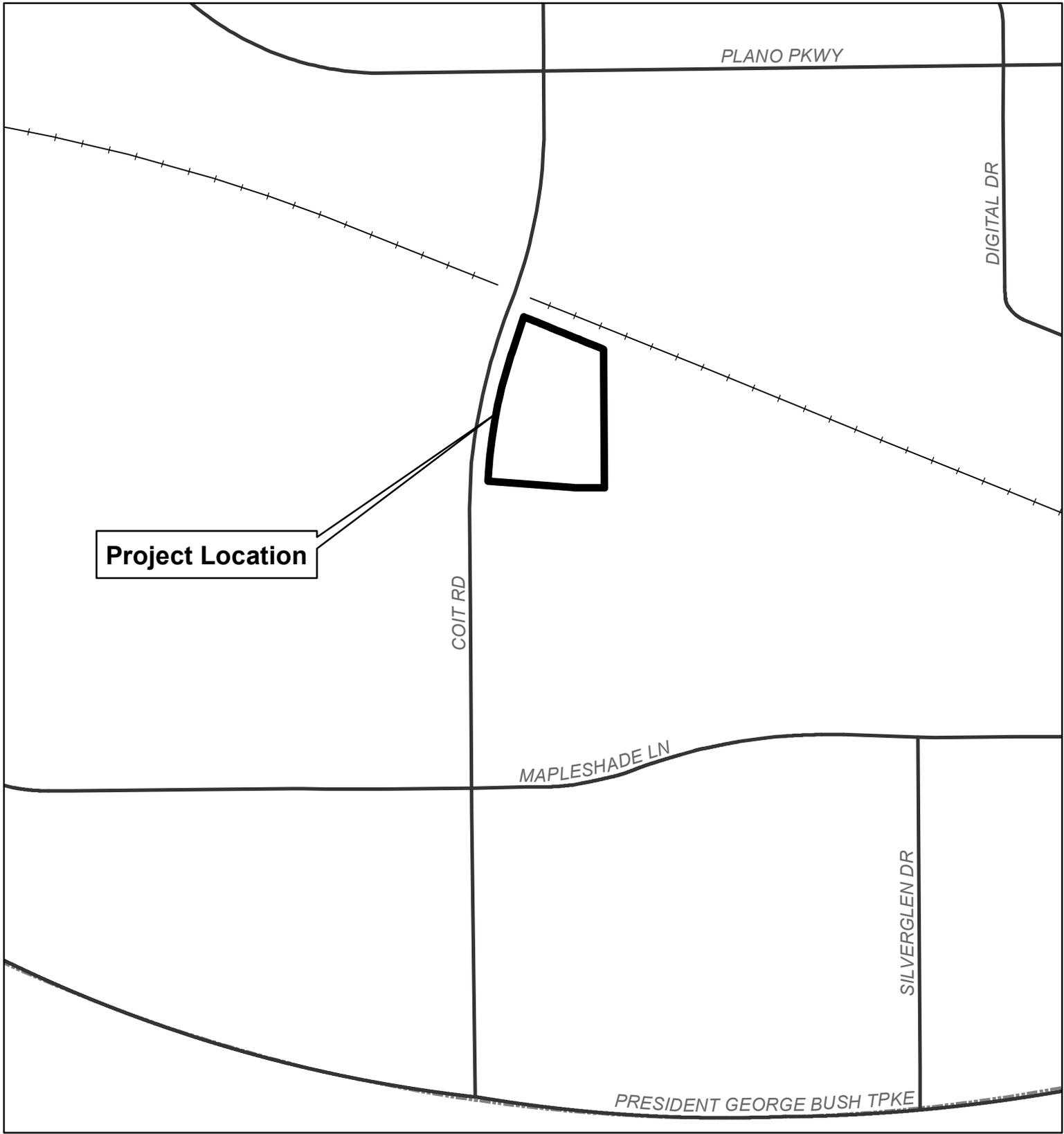
---

Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

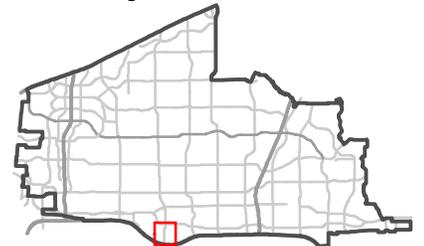
<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:	11/23/15				
Department:	Engineering				
Department Head	B. Caleb Thornhill				
Project	Coit Center Phase 3				
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain Water Easement recorded in Volume 2410, Page 346, and a portion of a certain Sanitary Sewer Easement recorded in Volume 2175, Page 683, of the Land Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CRP-GREP COIT CENTER OWNER, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> This item has no financial impact.					
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to these easements relates to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
<p>The developer is installing a new water line to serve the development and continue the City public main through the development. Existing sanitary sewer easement is in conflict with new proposed development improvements. No sanitary sewer line was installed in this easement.</p> <p><a href="https://www.google.com/maps/@33.0064025,-96.7666407,305m/data=!3m1!1e3">https://www.google.com/maps/@33.0064025,-96.7666407,305m/data=!3m1!1e3</a></p>					
List of Supporting Documents: Location Map, Ordinance, Petition for Abandonment			Other Departments, Boards, Commissions or Agencies n/a		



City of Plano GIS Division  
November, 2015

## Coit Center Phase 3 Project No. 5005-21

### Project Location



**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain Water Easement recorded in Volume 2410, Page 346, and a portion of a certain Sanitary Sewer Easement recorded in Volume 2175, Page 683, of the Land Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CRP-GREP COIT CENTER OWNER, L.P., to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain Water Easement recorded in Volume 2410, Page 346, and a portion of a certain Sanitary Sewer Easement recorded in Volume 2175, Page 683, of the Land Records of Collin County, (hereinafter called "Easement") being situated in the Martha McBride Survey, Abstract No. 553, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owner of the property underlying the Easement; and has advised that the Easement should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owner of the property underlying the easement, in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

## EXHIBIT "A"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting a **WATER EASEMENT AND A SANITARY SEWER EASEMENT** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

**EXISTING EASEMENTS CONFLICT WITH PROPOSED DEVELOPMENT IMPROVEMENTS. THE DEVELOPER IS INSTALLING A NEW WATER LINE TO SERVE THE DEVELOPMENT AND CONTINUE THE CITY PUBLIC MAIN THROUGH THE DEVELOPMENT.**

2. The following public interest will be served as a result of the abandonment:

**REMOVES UNNECESSARY OBSOLETE EASEMENTS FROM THE CITY RECORDS AND MAINTENANCE RESPONSIBILITIES, AND RE-ROUTES A PUBLIC MAIN THROUGH THE PROPOSED DEVELOPMENT TO CONTINUE THE CONNECTIVITY OF THE CITY SYSTEM.**

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**
7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

**CRP-GREP COIT CENTER OWNER, L.P. – 100%**

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D".~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

CRP-GREP COIT CENTER OWNER, L.P.  
**Typed Name of Owner**

600 East Las Colinas Blvd., Suite 2100  
**Address**

Dallas, Texas 75039  
**City, State and Zip**

**Dated:** 10/28/2015

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Laird Sparks  
**Phone No:** (469) 417-6507

**LEGADE: SRIPTION**  
4,329 SQ. FT.

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being part of a 10' water easement described in Easement Dedication recorded in Volume 2410, Page 346, Land Records of Collin County, Texas; also being part of Lot 10, Block A, Coit Center, an addition to the City of Plano, Texas according to the Revised Conveyance Plat recorded in Volume 2014, Page 581, Map Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod with "JBI" cap found at the intersection of the southwest line of a Gulf, Colorado & Santa Fe Railroad (a 150-foot wide right-of-way) and the east right-of-way line of Coit Road (FM 3193; a variable width right-of-way) and the northwest corner of said Lot 10;

**THENCE** with said southwest line of the Gulf, Colorado & Santa Fe Railroad, South 67°36'30" East, a distance of 124.18 feet to a point at the northwest corner of a 10' sanitary sewer easement recorded in Volume 2175, Page 683, Land Records of Collin County, Texas;

**THENCE** departing said southwest line of the Gulf, Colorado & Santa Fe Railroad and with the west line of said sanitary sewer easement, South 23°14'10" West, a distance of 156.20 feet to the **POINT OF BEGINNING**;

**THENCE** continuing with the west line of said sanitary sewer easement, the following courses and distances:

- South 23°14'10" West, a distance of 230.21 feet to a point for corner;
- South 16°25'30" West, a distance of 201.21 feet to a point for corner in the north line of Faith Lane, a 58' quasi-public street easement as shown on the plat of said Coit Center recorded in Volume 2012, Page 233, Map Records of Collin County, Texas;

**THENCE** with said north line of Faith Lane, North 85°19'56" West, a distance of 10.21 feet to a point for corner in said west line of the 10' water easement;

**THENCE** departing said north line of Faith Lane and with said west line of the 10' water easement, the following courses and distances:

- North 16°25'30" East, a distance of 203.89 feet to a point for corner;
- North 23°14'10" East, a distance of 230.65 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 0°43'35", a radius of 44.00 feet, a chord bearing and distance of South 68°52'16" East, 0.56 feet;

**THENCE** departing said west line of the 10' water easement, the following courses and distances:

- In a southeasterly direction, with said curve to the right, an arc distance of 0.56 feet to a point for corner;
- Sou67° 36'19" East, a distance of 9.44 feet to the **POINT OF BEGINNING** and containing 4329 square feet or 0.099 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

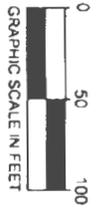
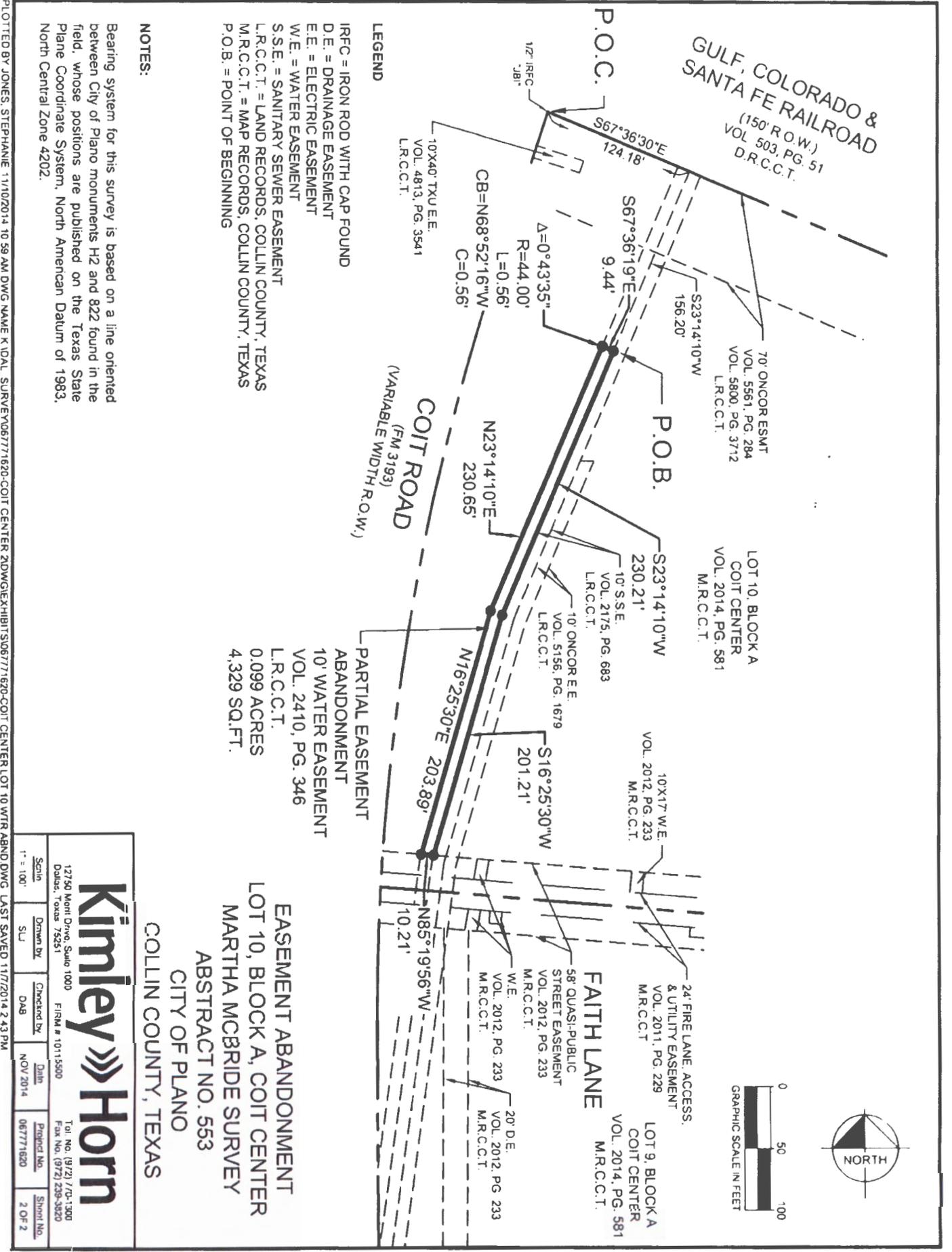
EASEMENT ABANDONMENT  
LOT 10, BLOCK A, COIT CENTER  
MARTHA MCBRIDE SURVEY  
ABSTRACT NO. 553  
CITY OF PLANO  
COLLIN COUNTY, TEXAS

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**Kimley»Horn**  
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel No (972) 770-1300 Fax No (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
				067771620	1 OF 2



**LEGAL DESCRIPTION**

9,469 SQUARE FEET

**BEING** a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being all of a 10' sanitary sewer easement described in Easement Dedication recorded in Volume 2175, Page 683, Land Records of Collin County, Texas; also being part of Lots 9 & 10, Block A, Coit Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 2014, Page 581, Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for corner in the south line of the Gulf, Colorado & Santa Fe Railroad (a 150-foot wide right-of-way); said point being South 67°36'30" East, a distance of 124.18 feet from a 1/2" iron rod found at the intersection of the said south line of the Gulf, Colorado & Santa Fe Railroad and the east right-of-way line of Coit Road (FM 3193; a variable width right-of-way);

**THENCE** continuing with the said south line of the Gulf, Colorado & Santa Fe Railroad, South 67°36'30" East, a distance of 10.00 feet to a point for corner;

**THENCE** departing the said south line of the Gulf, Colorado & Santa Fe Railroad, South 23°14'10" West, passing at a distance of 247.56 feet the northwest corner of a 10' Oncor electric easement recorded in Volume 5156, Page 1679, Land Records of Collin County, Texas; continuing with the west line of said Oncor electric easement for a total distance of 385.96 feet to a point for corner;

**THENCE** with the said west line of the Oncor electric easement, the following courses and distances:

- South 16°25'30" West, a distance of 204.00 feet to a point for corner;
- South 7°55'30" West, a distance of 390.84 feet to a point for corner in the said east right-of-way line of Coit Road;

**THENCE** with the said east right-of-way line of Coit Road, North 0°11'15" West, a distance of 70.85 feet to a point for the southernmost corner of a water easement recorded in Volume 2410, Page 346, Land Records of Collin County, Texas;

**THENCE** departing the said east right-of-way line of Coit Road, with the west line of said water easement, the following courses and distances:

- North 7°55'30" East, a distance of 321.44 feet to a point for corner;
- North 16°25'30" East, a distance of 205.34 feet to a point for corner;
- North 23°14'10" East, a distance of 386.40 feet to the **POINT OF BEGINNING** and containing 9,469 square feet or 0.217 acres of land.

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

**EASEMENT ABANDONMENT  
LOTS 9 & 10, BLOCK A, COIT CENTER  
MARTHA MCBRIDE SURVEY  
ABSTRACT NO. 553  
CITY OF PLANO  
COLLIN COUNTY, TEXAS**

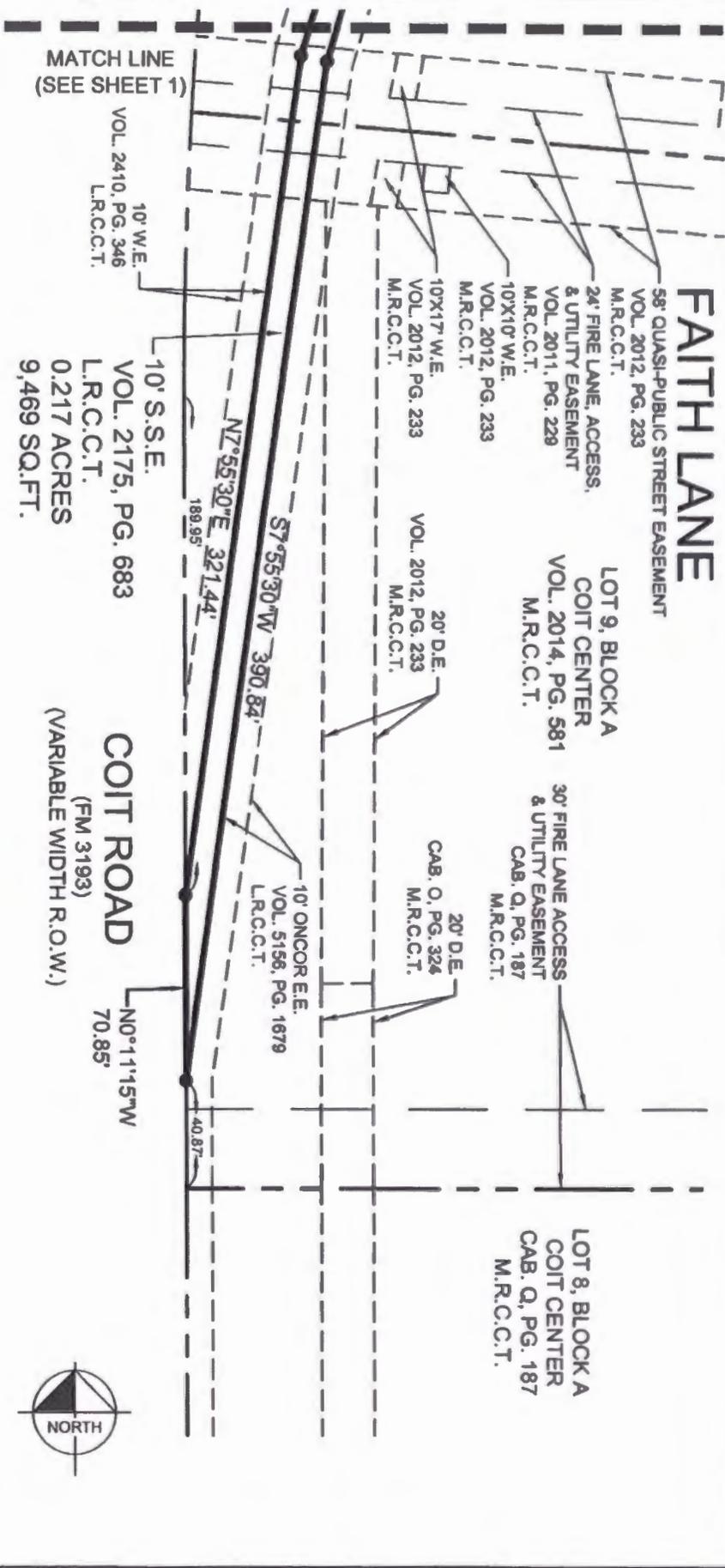
**DANA BROWN**  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



<h1 style="margin: 0;">Kimley»Horn</h1>	
12750 Merit Drive, Suite 1000 Dallas, Texas 75251	Tel No (972) 770-1300 Fax No (972) 239-3820
<b>Scale</b> N/A	<b>Drawn by</b> SLJ
<b>Checked by</b> DAB	<b>Date</b> NOV 2014
<b>Project No.</b> 067771620	<b>Sheet No.</b> 1 OF 3



# FAITH LANE



**LEGEND**

- IRFC = IRON ROD WITH CAP FOUND
- D.E. = DRAINAGE EASEMENT
- E.E. = ELECTRIC EASEMENT
- W.E. = WATER EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
- M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING

**NOTES:**

Bearing system for this survey is based on a line oriented between City of Plano monuments H2 and 822 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

**COIT ROAD**  
(FM 3193)  
(VARIABLE WIDTH R.O.W.)

**EASEMENT ABANDONMENT**  
LOT 9, BLOCK A, COIT CENTER  
MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553  
CITY OF PLANO, COLLIN COUNTY, TEXAS



# Kimley»Horn

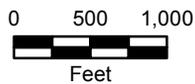
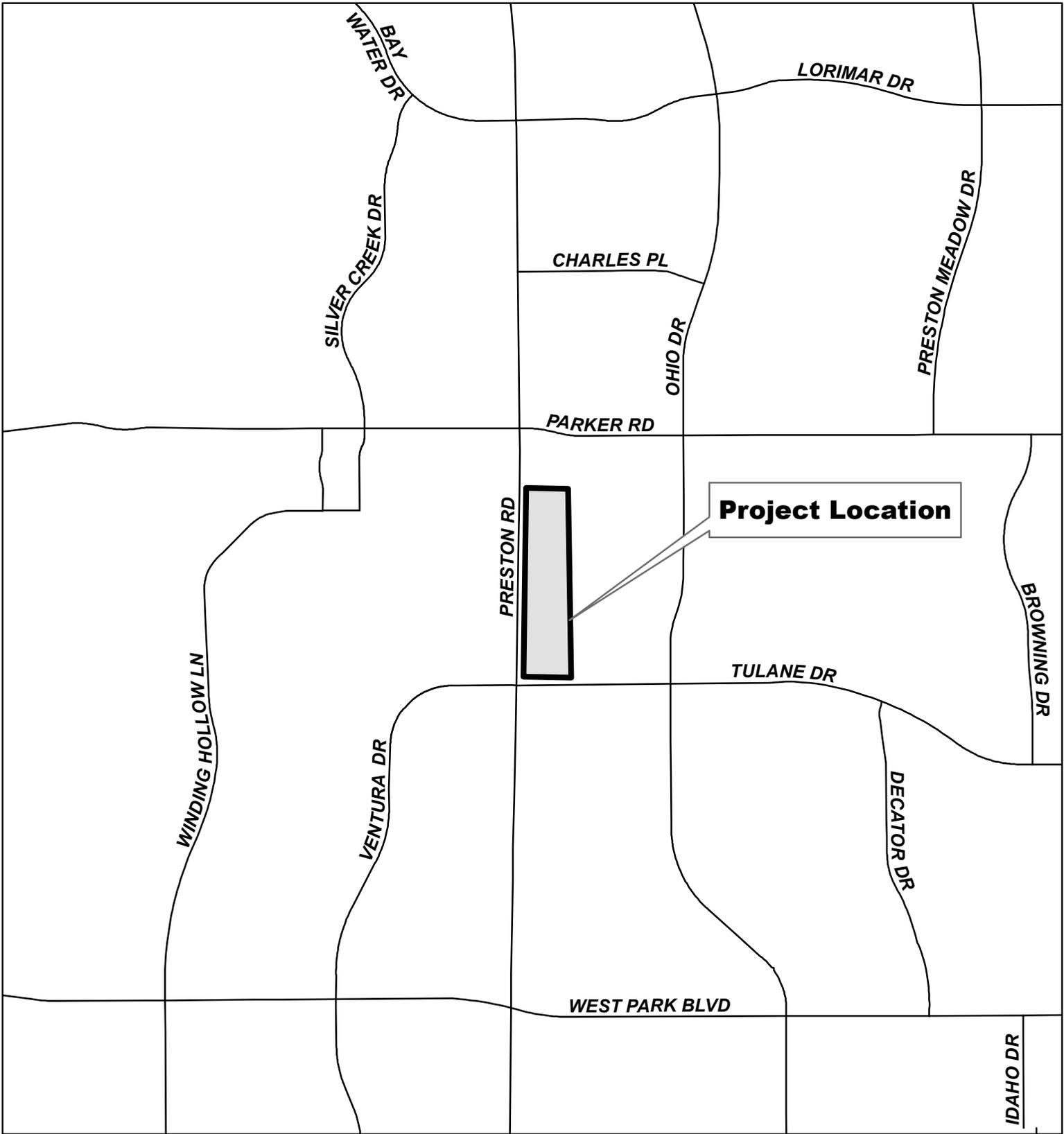
12750 Meert Drive, Suite 1000  
Dallas, Texas 75231  
Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 80'	BLJ	DAB	NOV 2014	067771620	3 OF 9



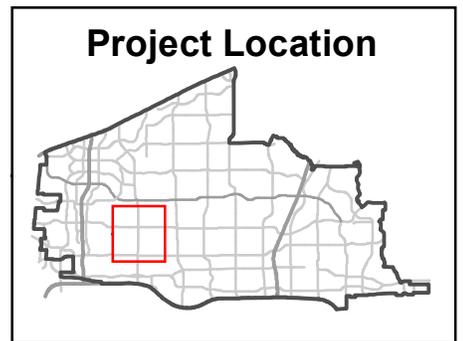
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:	11/23/15				
Department:	Engineering				
Department Head	B. Caleb Thornhill				
Project	Central Park on Preston #6475				
Agenda Coordinator (include phone #): <b>Kathleen Schonne X-7198</b>					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Volume 2632, Page 961, and a portion of a certain Sanitary Sewer Easement recorded in Document No. 92-0022466 &amp; 92-0022467, of the Deed Records of Collin County, Texas and being situated in the B.M. Craig Survey, Abstract No. 176, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, <b>CADG PLANO 17, LLC</b>, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    N/A</b>					
<b>COMMENTS:</b> This item has no financial impact.					
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to these easements relates to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
<p>Drainage improvements have been made and a sanitary sewer system has been constructed as part of the new development and made these easements outdated. The abandonment of these easements will remove the encumbrances from the lots, thereby facilitating new development.</p> <p><a href="https://www.google.com/maps/place/Tulane+Dr,+Plano,+TX+75093/@33.0388105,-96.7944119,17z/data=!4m2!3m1!1s0x864c22f9efd3b2e5:0x6ae48dab3fac24c7">https://www.google.com/maps/place/Tulane+Dr,+Plano,+TX+75093/@33.0388105,-96.7944119,17z/data=!4m2!3m1!1s0x864c22f9efd3b2e5:0x6ae48dab3fac24c7</a></p>					
List of Supporting Documents: Location Map, Ordinance, Petition for Abandonment			Other Departments, Boards, Commissions or Agencies		



**Central Park on Preston  
Project No. 6475**

City of Plano GIS Division  
October, 2015



georgetau C:\Projects\Engineering\Locator\Maps\10-09-2015\_Central Park on Preston\Central Park on Preston.mxd

**An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Volume 2632, Page 961, and a portion of a certain Sanitary Sewer Easement recorded in Document No. 92-0022466 & 92-0022467, of the Deed Records of Collin County, Texas and being situated in the B.M. Craig Survey, Abstract No. 176, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, CADG PLANO 17, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain Drainage Easement recorded in Volume 2632, Page 961, and a portion of a certain Sanitary Sewer Easement recorded in Document No. 92-0022466 & 92-0022467, of the Deed Records of Collin County, (hereinafter called "Easement") being situated in the B.M. Craig Survey, Abstract No. 176, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

**WHEREAS**, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owner of the property underlying the Easement; and has advised that the Easement should be abandoned;

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

**Section I.** All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owner of the property underlying the easement, in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

**Section II.** The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

**Section III.** The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting a **DRAINAGE EASEMENT LOCATED ADJACENT TO PRESTON ROAD, 357 FEET NORTH OF TULANE, AND A SANITARY SEWER EASEMENT LOCATED ADJACENT TO PRESTON VILLAGE PHASE II** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

**DRAINAGE IMPROVEMENTS HAVE BEEN MADE AND A SANITARY SEWER SYSTEM HAS BEEN CONSTRUCTED AS PART OF THE NEW DEVELOPMENT AND MADE THESE EASEMENTS OUTDATED.**

2. The following public interest will be served as a result of the abandonment:

**THE OPEN CHANNEL HAS BEEN ELIMINATED AND A BOX CULVERT ENCLOSED THE OPEN CHANNEL, CREATING A SAFER ENVIRONMENT AND TO ADD TAXABLE LOT TO THE CITY.**

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**
7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

**CADG PLANO 17, LLC – 100%**

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D".~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

MEHRDAD MOAYEDI  
**Typed Name of Owner**

1800 Valley View Lane, Suite 300  
**Address**

Farmers Branch, Texas 75234  
**City, State and Zip**

**Dated:** 10/8/15

  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Brian Umberger, P.E.

**Phone No:** 469-964-5721

**DRAINAGE EASEMENT ABANDONMENT**

**BEING** a tract of land located in the City of Plano, Collin County, Texas, being part of Lot 3, Block A, Preston Parker Addition, an addition to the City of Plano as recorded in Volume 2007, Page 208, Map Records, Collin County, Texas, and being all of the remainder of an existing Permanent Drainage Easement awarded to the City of Plano by Agreed Judgment recorded in Volume 2632, Page 961, Deed Records in Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 5/8" iron rod with cap stamped "RPLS 5199" set for the most westerly southwest corner of said Lot 3, Block A, being the northwest end of a right-of-way corner clip at the intersection of the east right-of-way line of Preston Road (State Highway 289, a 140' R.O.W.) and the north right-of-way line of Tulane Drive (variable width R.O.W.);

**THENCE**, along the west line of said Lot 3 and east right-of-way line of Preston Road, North 01 degrees 29 minutes 50 seconds East, a distance of 356.77 feet to the south line of said Permanent Drainage Easement, the **POINT OF BEGINNING**;

**THENCE**, continuing along the west line of said Lot 3 and the east right-of-way line of Preston Road, North 01 degrees 29 minutes 50 seconds East, a distance of 65.00 feet to a point in the north line of said Permanent Drainage Easement;

**THENCE**, departing the east line of Preston Road, over and across said Lot 3, and along the north east and south lines of said Permanent Drainage Easement as follows:

South 88 degrees 18 minutes 53 seconds East, a distance of 30.00 feet;

South 01 degrees, 29 minutes, 50 seconds West, a distance of 65.00 feet;

North 88 Degrees, 18 Minutes, 53 Seconds West, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 1,950 square feet or 0.0448 acres of land, more or less.

William J. Johnson  
Registered Professional Land Surveyor No. 5426

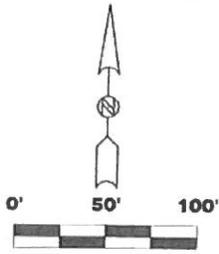


**EASEMENT ABANDONMENT EXHIBIT**  
**LOT 3, BLOCK A**  
**PRESTON PARKER ADDITION**  
**(VOLUME 2007, PAGE 208, M.R.C.C.T.)**  
**B.M. CRAIG SURVEY, ABSTRACT NO. 176**

Date: 10/26/2015 Scale: 1"=100' Project No. 1419001



903 N. Bowser Road, Suite 240  
Richardson, Texas 75081  
(972) 424-7002 Voice  
(972) 633-1702 Fax  
WWW.SurveyConsultantsInc.Com  
TBP.LS Firm No. 10139600



SCALE: 1"=100'

BASIS OF BEARINGS  
EAST LINE OF PRESTON  
ROAD (STATE HWY. 208)  
N 01°29'50" E  
(VOLUME 2007, PG. 289  
M.R.C.C.T.)

LOT 3, BLOCK A  
PRESTON PARKER ADDITION  
BLOCK A, LOTS 1-3  
(VOLUME 2007, PAGE 208, M.R.C.C.T.)

CEREMONY DR.  
(50' R.O.W.)

20' SANITARY SEWER EASEMENT  
(C.C.F. NO. 92-0022466, D.R.C.C.T.)  
(C.C.F. NO. 92-0022467, D.R.C.C.T.)

EXISTING DRAINAGE EASEMENT  
TO BE ABANDONED BY THIS DOCUMENT  
1,950 S.F. OR 0.0448 ACRE  
(VOLUME 2632, PAGE 961, D.R.C.C.T.)

P.O.B.

PRESTON ROAD (STATE HWY. 289)  
(140' R.O.W.)

N 01°29'50" E 356.77'  
LINE OF DIRECTIONAL CONTROL

P.O.C.  
5/8" I.R.S.  
(C.M.)

1/2" I.R.F.

BLOCK G  
PRESTON LAKES PHASE 5  
(CABINET Q, SLIDE 261, M.R.C.C.T.)

LOT 10

TULANE DRIVE  
(VARIABLE-WIDTH R.O.W.)

**LEGEND**

- 5/8" I.R.S. 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "R.P.L.S. 5199"
- CL CENTERLINE
- (CM) CONTROLLING MONUMENT
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- I.R.F. IRON ROD FOUND
- M.R.C.C.T. MAP RECORDS, COLLIN, COUNTY, TEXAS
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 01°29'50" E	65.00'
L2	S 88°18'53" E	30.00'
L3	S 01°29'50" W	65.00'
L4	N 88°18'53" W	30.00'

**EASEMENT ABANDONMENT EXHIBIT**

LOT 3, BLOCK A  
PRESTON PARKER ADDITION  
(VOLUME 2007, PAGE 208, M.R.C.C.T.)  
B.M. CRAIG SURVEY, ABSTRACT NO. 176

Date: 10/26/2015 Scale: 1"=100' Project No. 1419001



903 N. Bowser Road, Suite 240  
Richardson, Texas 75081  
(972) 424-7002 Voice  
(972) 633-1702 Fax  
WWW.SurveyConsultantsInc.Com  
TBPLS Firm No. 10139600

**SANITARY SEWER EASEMENT ABANDONMENT**

**BEING** a tract of land located in the City of Plano, Collin County, Texas, being part of Lot 3, Block A, Preston Parker Addition, an addition to the City of Plano as recorded in Volume 2007, Page 208, Map Records, Collin County, Texas, and a portion of an existing 20 foot wide Sanitary Sewer Easement conveyed to the City of Plano by instruments recorded as County Clerk's File Nos. 92-0022466 & 92-022467, Deed Records in Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 5/8" iron rod with cap stamped "RPLS 5199" set for the northeast corner of said Lot 3,, being the southeast corner of Lot 2, Block A, said Preston Parker Addition, being in west line of Lot 1, Block B, Preston Village Phase II, and being in the east line of said Sanitary Sewer Easement;

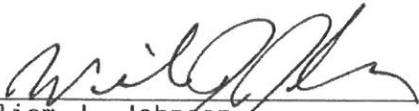
**THENCE**, along the east line of said Lot 3, the east line of said Sanitary Sewer Easement, and the west line of Preston Village Phase II, South 06 degrees 16 minutes 41 seconds East, a distance of 146.40 feet to the **POINT OF BEGINNING**;

**THENCE**, continuing along the east line of said Lot 3, the east line of said Sanitary Sewer Easement, and the west line of Block F, Preston Village Phase II as recorded in Volume 2011, Page 124, Map Records, Collin County Texas, South 00 degrees 16 minutes 41 seconds East, a distance of 404.06 feet;

**THENCE**, departing the west line of said Preston Village Phase II, over and across said Lot 3, South 89 degrees 43 minutes 19 seconds West, a distance of 20.00 feet to the west line of said Sanitary Sewer Easement;

**THENCE**, along the west line of said Sanitary Sewer Easement, North 00 degrees 16 minutes 41 seconds West, a distance of 404.06 feet;

**THENCE**, North 89 degrees 43 minutes 19 seconds East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 8,081 square feet or 0.1855 acres of land more or less.

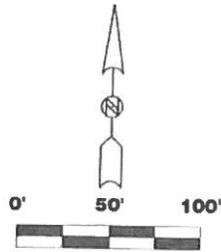
  
\_\_\_\_\_  
William J. Johnson  
Registered Professional Land Surveyor No. 5426

**EASEMENT ABANDONMENT EXHIBIT**  
**LOT 3, BLOCK A**  
**PRESTON PARKER ADDITION**  
**(VOLUME 2007, PAGE 208, M.R.C.C.T.)**  
**B.M. CRAIG SURVEY, ABSTRACT NO. 176**

Date: 10/26/2015    Scale: 1"=100'    Project No. 1419001



903 N. Bowser Road, Suite 240  
Richardson, Texas 75081  
(972) 424-7002 Voice  
(972) 633-1702 Fax  
WWW.SurveyConsultantsInc.Com  
TBPLS Firm No. 10139600



SCALE: 1"=100'

BASIS OF BEARINGS  
EAST LINE OF PRESTON  
ROAD (STATE HWY. 208)  
N 01°29'09" E  
(VOLUME 2007, PG. 289  
M.R.C.C.T.)

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S 00°16'41" E	146.40'
L2	S 00°16'41" E	404.06'
L3	S 89°43'19" W	20.00'
L4	N 00°16'41" W	404.06'
L5	N 89°43'19" E	20.00'

**LEGEND**

- 5/8" I.R.S. 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "R.P.L.S. 5199"
- CL CENTERLINE
- (CM) CONTROLLING MONUMENT
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- I.R.F. IRON ROD FOUND
- M.R.C.C.T. MAP RECORDS, COLLIN, COUNTY, TEXAS
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME

LOT 2, BLOCK A  
PRESTON PARKER ADDITION  
BLOCK A, LOTS 1-3  
(VOLUME 2007, PAGE 208, M.R.C.C.T.)

LOT 1, BLOCK A  
PRESTON VILLAGE  
ADDITION  
(VOLUME 2006, 514  
M.R.C.C.T.)

S 88°34'13" E 391.52'

CITY OF PLANO  
CONC. MON. SET  
(C.M.)

**P.O.C.**  
5/8" I.R.S.  
(C.M.)

5/8" I.R.F.  
(C.M.)

BLOCK B  
PRESTON VILLAGE PHASE II  
(VOLUME 2011, PAGE 124,  
M.R.C.C.T.)

1	2	3	4
---	---	---	---

PORTION OF EXISTING 20' SANITARY  
SEWER EASEMENT TO REMAIN  
(C.C.F. NO. 92-0022466, D.R.C.C.T.)  
(C.C.F. NO. 92-0022467, D.R.C.C.T.)

DURHAM DR.  
(50' R.O.W.)

**P.O.B.**

PORTION OF EXISTING 20'  
SANITARY SEWER EASEMENT  
TO BE ABANDONED  
8,081 S.F. OR 0.1855 ACRES

LOT 3, BLOCK A  
PRESTON PARKER ADDITION  
BLOCK A, LOTS 1-3  
(VOLUME 2007, PAGE 208, M.R.C.C.T.)

PORTION OF EXISTING 20' SANITARY  
SEWER EASEMENT TO REMAIN  
(C.C.F. NO. 92-0022466, D.R.C.C.T.)  
(C.C.F. NO. 92-0022467, D.R.C.C.T.)

BLOCK F  
PRESTON VILLAGE PHASE II  
(VOLUME 2011, PAGE 124, M.R.C.C.T.)

AURORA DRIVE  
VARIABLE WIDTH R.O.W.)

24

**EASEMENT ABANDONMENT EXHIBIT**

LOT 3, BLOCK A  
PRESTON PARKER ADDITION  
(VOLUME 2007, PAGE 208, M.R.C.C.T.)  
B.M. CRAIG SURVEY, ABSTRACT NO. 176

Date: 10/26/2015 Scale: 1"=100' Project No. 1419001



903 N. Bowser Road, Suite 240  
Richardson, Texas 75081  
(972) 424-7002 Voice  
(972) 633-1702 Fax  
WWW.SurveyConsultantsInc.Com  
TBPLS Firm No. 10139600



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending September 30, 2015 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: The Quarterly Investment Portfolio Summary relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending September 30, 2015.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Investment Portfolio Summary				

**A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending September 30, 2015 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending September 30, 2015, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending September 30, 2015, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

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

ATTEST:

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

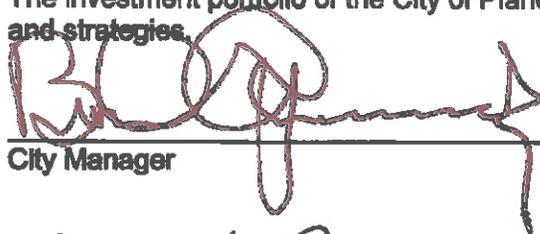
APPROVED AS TO FORM:

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

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**

**September 30, 2015**

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



---

City Manager



---

Director of Finance



---

Treasurer



---

Treasury Analyst

Information received since the Federal Open Market Committee met in September suggests that economic activity has been expanding at a moderate pace. Household spending and business fixed investment have been increasing at solid rates in recent months, and the housing sector has improved further; however, net exports have been soft. The pace of job gains slowed and the unemployment rate held steady. Nonetheless, labor market indicators, on balance, show that underutilization of labor resources has diminished since early this year. Inflation has continued to run below the Committee's longer-run objective, partly reflecting declines in energy prices and in prices of non-energy imports. Market-based measures of inflation compensation moved slightly lower; survey-based measures of longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic activity will expand at a moderate pace, with labor market indicators continuing to move toward levels the Committee judges consistent with its dual mandate. The Committee continues to see the risks to the outlook for economic activity and the labor market as nearly balanced but is monitoring global economic and financial developments. Inflation is anticipated to remain near its recent low level in the near term but the Committee expects inflation to rise gradually toward 2 percent over the medium term as the labor market improves further and the transitory effects of declines in energy and import prices dissipate. The Committee continues to monitor inflation developments closely. To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that the current 0 to 1/4 percent target range for the federal funds rate remains appropriate. In determining whether it will be appropriate to raise the target range at its next meeting, the Committee will assess progress--both realized and expected--toward its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. The Committee anticipates that it will be appropriate to raise the target range for the federal funds rate when it has seen some further improvement in the labor market and is reasonably confident that inflation will move back to its 2 percent objective over the medium term.

The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. This policy, by keeping the Committee's holdings of longer-term securities at sizable levels, should help maintain accommodative financial conditions.

When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent. The Committee currently anticipates that, even after employment and inflation are near mandate-consistent levels, economic conditions may, for some time, warrant keeping the target federal funds rate below levels the Committee views as normal in the longer run.

Voting for the FOMC monetary policy action were: Janet L. Yellen, Chair; William C. Dudley, Vice Chairman; Lael Brainard; Charles L. Evans; Stanley Fischer; Dennis P. Lockhart; Jerome H. Powell; Daniel K. Tarullo; and John C. Williams. Voting against the action was Jeffrey M. Lacker, who preferred to raise the target range for the federal funds rate by 25 basis points at this meeting.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>September 30, 2015</u>		<u>June 30, 2015</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.12%	102,176,967.02	102,176,967.02	99,627,433.24	99,627,433.24
Certificates of Deposit	0.60%	39,959,965.38	39,959,965.38	39,958,712.31	39,958,712.31
FFCB Bonds	0.94%	11,006,671.02	11,039,702.00	1,998,949.49	2,005,544.00
FHLB Bonds	0.59%	19,683,076.43	19,714,264.01	18,205,206.72	18,241,545.52
FHLMC Bonds	0.90%	66,997,154.86	67,160,559.00	115,321,581.07	115,539,176.00
FNMA Bonds	0.80%	9,464,706.40	9,493,984.36	9,495,029.62	9,532,684.81
Municipal Bonds	1.01%	183,992,455.39	184,418,030.50	197,496,102.03	197,337,320.30
TVA Bonds	0.86%	13,675,321.80	13,705,960.01	13,821,418.62	13,806,498.10
<b>Totals</b>		<b>446,956,318.30</b>	<b>447,669,432.28</b>	<b>495,924,433.10</b>	<b>496,048,914.28</b>

**Average Yield (1):**

Total Portfolio 0.73%

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

Total Portfolio 0.76%

**This Quarter:**

Rolling Six Month Treasury Yield	0.17%
Rolling Two Year Treasury Yield	0.69%
TexPool Yield	0.07%

**Last 12 Months:**

Rolling Six Month Treasury Yield	0.11%
Rolling Two Year Treasury Yield	0.61%
TexPool Yield	0.05%

**Investment Earnings (3):**

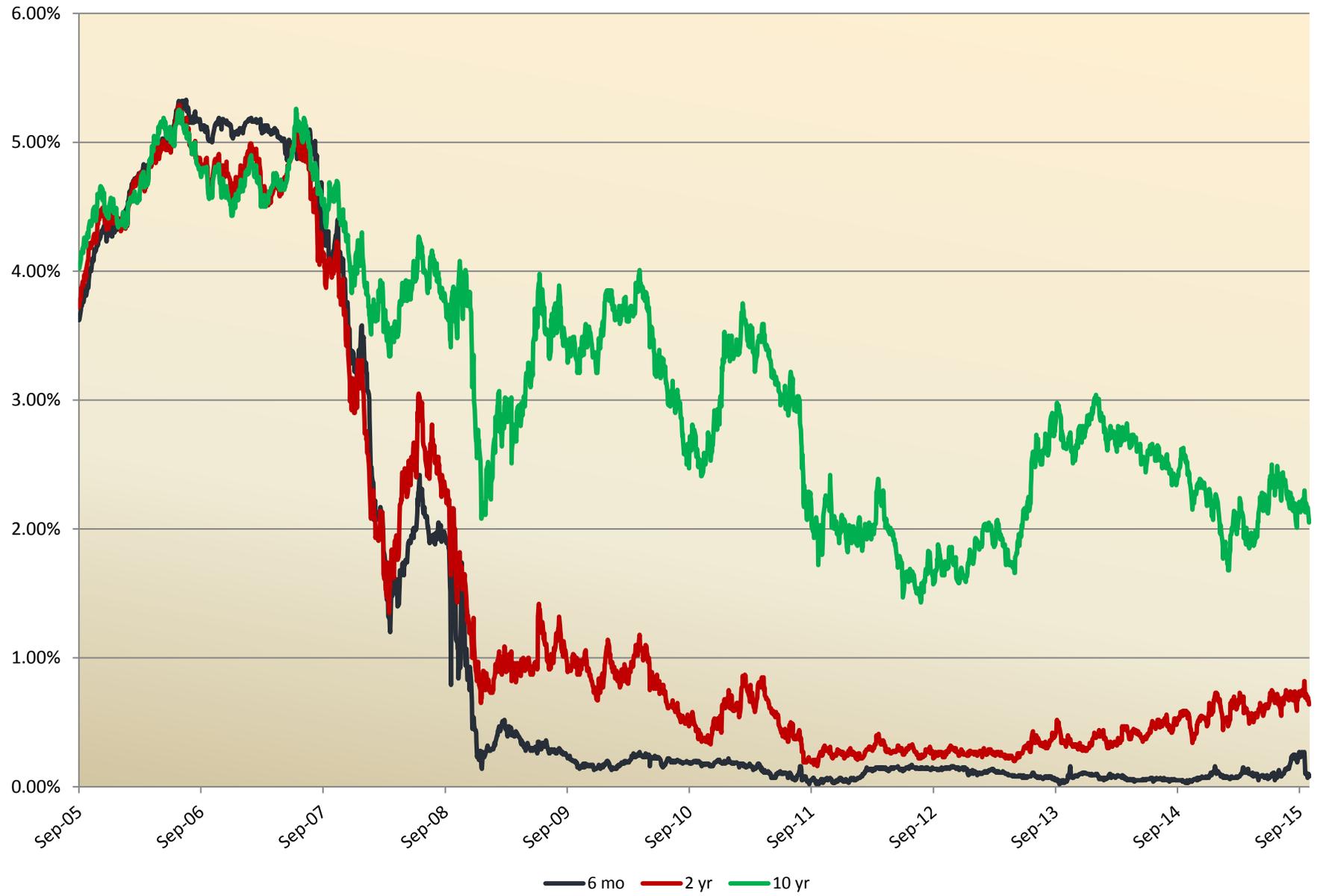
Quarter	\$ 1,501,846
Fiscal Year To Date	\$ 3,699,225

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

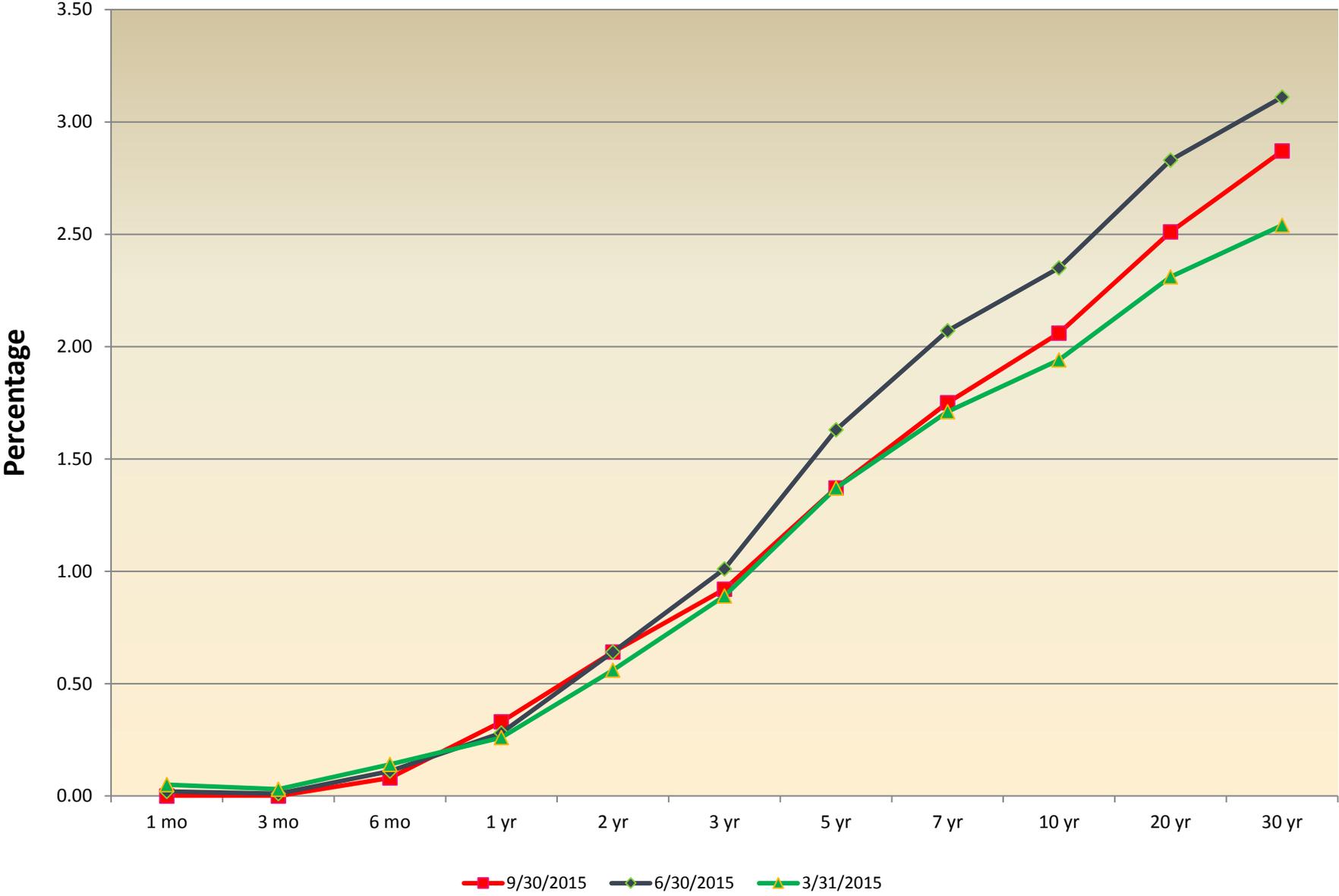
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500



**Detail of Security Holdings  
September 30, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	10/01/2015	09/30/2015		25,707,395.65	25,707,395.65	25,707,395.65	100.00	25,707,395.65	0.03	0.00%	
Legacy NOW Account		0.18%	10/01/2015	09/30/2015		35,079,215.67	35,079,215.67	35,079,215.67	100.00	35,079,215.67	0.03	0.18%	
TexPool	AAAm/NA	0.09%	10/01/2015	09/30/2015		7,220,304.51	7,220,304.51	7,220,304.51	100.00	7,220,304.51	0.03	0.09%	
Texas Daily	AAAm/NA	0.13%	10/01/2015	09/30/2015		29,170,051.19	29,170,051.19	29,170,051.19	100.00	29,170,051.19	0.03	0.13%	
Texas TERM	AAAI/NA	0.22%	10/16/2015	06/18/2015		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.22%	
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	1.90	1.25%	4,119.69
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	2.56	0.45%	866.90
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	3.44	0.25%	9,243.99
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	10,202,037.58	100.00	10,202,037.58	4.00	0.55%	93,467.43
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	20,273,838.66	100.00	20,273,838.66	4.98	0.56%	180,409.39
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	3,061,376.48	100.00	3,061,376.48	5.31	0.50%	23,861.96
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	246,653.55	100.00	246,653.55	5.34	0.45%	1,727.25
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	13.34	0.60%	184.68
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	14.03	0.75%	614.12
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	15.44	0.60%	116.69
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,154.25	100.21	2,004,134.00	12.46	0.62%	5,348.89
FFCB	Aaa/AA+	1.28%	09/06/2018	09/11/2015	03/06/2016	9,000,000.00	9,007,650.00	9,007,516.77	100.40	9,035,568.00	35.15	1.25%	9,280.00
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,590,615.05	100.20	7,605,476.01	4.10	0.68%	8,559.83
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,998,539.84	100.13	6,007,596.00	8.89	0.56%	8,215.00
FHLB	Aaa/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,016.38	100.10	4,003,812.00	11.51	0.50%	833.33
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,093,905.16	104.87	2,097,380.00	12.62	0.64%	45,840.28
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,214,639.93	104.05	6,243,132.00	9.57	0.93%	66,000.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,374,548.71	101.43	30,428,010.00	10.82	0.60%	58,333.33
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,903,570.36	106.11	16,976,960.00	16.56	0.85%	97,777.78
FHLMC	Aaa/AA+	1.00%	09/08/2017	09/11/2015	12/08/2015	10,000,000.00	10,004,900.00	10,004,772.12	100.14	10,013,780.00	23.25	0.98%	6,111.11
FHLMC	Aaa/AA+	1.15%	04/27/2018	04/30/2015	10/27/2015	3,500,000.00	3,499,562.50	3,499,623.74	99.96	3,498,677.00	30.82	1.15%	16,770.83
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,427,459.94	100.74	3,435,220.36	4.85	0.72%	6,630.56
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,037,246.46	100.98	6,058,764.00	5.77	0.89%	2,200.00
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.02	3,435,824.40	1.51	0.67%	8,656.20
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,197,415.76	100.65	1,197,699.30	1.51	5.15%	24,543.75
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,005,418.18	100.61	1,006,140.00	2.03	0.76%	13,222.22
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,116,250.37	100.66	1,117,370.40	3.51	0.56%	5,781.25
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	4,994,223.30	100.61	5,000,267.30	4.07	0.55%	16,290.56
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,418,141.87	101.40	1,419,600.00	4.52	0.54%	7,000.00
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	726,983.30	101.76	727,591.15	4.52	0.52%	4,468.75
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,016,598.07	101.76	1,017,610.00	4.52	0.56%	6,250.00
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		320,000.00	330,907.46	324,559.68	101.57	325,017.60	5.02	0.58%	1,031.11
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		930,000.00	961,699.79	943,251.55	101.40	943,047.90	5.02	0.58%	2,996.67
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,503,620.15	100.31	2,507,775.00	5.02	0.65%	2,013.89
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,001,479.89	100.14	3,004,080.00	6.03	0.40%	7,458.33
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,023,763.24	102.55	1,025,470.00	6.49	0.57%	22,916.67
Municipal Bond	AA1/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,294,830.41	102.59	1,287,454.30	7.02	0.41%	30,397.08
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,328,087.74	102.11	5,335,456.50	7.02	0.60%	86,502.78
Municipal Bond	AA1/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	712,995.85	102.66	713,500.90	7.02	0.40%	13,922.39
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	502,035.35	100.42	502,080.00	7.02	0.45%	2,379.86
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	437,365.34	101.83	437,881.90	8.03	0.43%	4,264.17
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	668,759.19	102.87	668,661.50	8.03	0.42%	10,205.90
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.22	250,552.50	8.03	1.00%	826.39
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,640,306.28	103.44	4,654,935.00	9.02	0.80%	55,625.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,943,446.01	103.80	1,946,212.50	10.03	0.77%	15,948.44
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	452,692.11	101.75	452,800.85	10.03	0.55%	1,914.43
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,028,528.58	103.11	1,031,070.00	10.03	0.56%	6,555.56
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,268,133.79	103.14	2,274,281.10	10.49	0.69%	11,025.00
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,010,827.19	99.99	2,999,580.00	11.05	0.55%	2,283.75
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,643,992.36	100.84	2,647,076.25	11.05	0.45%	2,624.20
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,001,728.45	100.24	2,004,860.00	12.03	0.55%	6,334.61
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,179,804.01	104.68	1,182,861.40	12.03	0.56%	28,093.06
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	405,456.16	102.82	406,150.85	13.51	0.62%	4,443.75
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.30	712,137.10	13.51	0.92%	2,446.84
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,666,977.41	104.16	1,676,943.80	14.03	0.91%	21,287.78
Municipal Bond	AA1/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,669,758.30	104.60	1,673,648.00	16.52	0.80%	8,000.00
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,384,626.27	100.67	1,384,185.00	16.52	0.72%	2,120.94
Municipal Bond	AA1/AA+	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	497,598.09	106.20	499,116.50	16.52	0.70%	2,937.50
Municipal Bond	AAA/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,550,642.53	105.74	2,548,382.20	16.52	0.70%	15,062.50
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,450,555.39	103.53	2,458,742.50	16.98	0.72%	5,739.58
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,009,455.99	100.83	2,016,680.00	16.98	1.10%	2,320.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	621,120.53	105.48	622,332.00	16.98	0.72%	2,138.75
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,574.91	100.03	2,000,540.00	17.44	0.95%	833.33
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,770,037.13	107.09	1,772,372.60	18.00	0.75%	44,601.33
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		2,665,000.00	274,253.80	272,864.30	103.11	273,238.85	18.00	1.00%	3,952.92
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015									

**Detail of Security Holdings  
September 30, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AAA/AAA	0.86%	08/01/2017	02/05/2015		1,295,000.00	1,295,000.00	1,295,000.00	100.14	1,296,800.05	22.00	0.86%	1,818.86
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	339,688.79	104.47	339,521.00	22.00	1.05%	1,889.27
Municipal Bond	AA1/AA+	3.55%	08/01/2017	01/29/2014		5,295,000.00	5,739,356.40	5,527,939.96	104.47	5,531,580.60	22.00	1.10%	30,780.57
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,400,818.48	107.98	1,403,701.00	22.46	0.95%	8,417.50
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.87	252,170.00	22.46	1.47%	460.00
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,458,814.33	108.17	6,452,280.85	24.00	1.05%	156,897.73
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,043,477.36	105.59	6,034,239.90	25.02	1.18%	94,615.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	533,417.93	106.45	532,230.00	25.48	0.79%	7,500.00
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,810.40	99.97	499,850.00	26.00	1.40%	1,813.10
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,606,702.13	102.24	2,607,171.00	27.48	1.13%	11,262.50
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,939,383.24	108.43	1,962,492.50	28.03	1.36%	13,372.48
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	725,506.65	109.40	727,510.00	28.03	1.04%	5,449.31
Municipal Bond	AA1/AA+	1.33%	02/15/2018	02/07/2014		8,400,000.00	8,409,744.00	8,405,725.86	101.11	8,493,072.00	28.03	1.30%	18,309.67
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	104.71	1,895,214.80	28.49	1.35%	7,018.28
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,765,262.63	109.45	2,763,713.50	28.49	0.90%	15,781.25
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.92	2,704,575.60	28.49	1.41%	4,726.85
Municipal Bond	AA1/NA	2.35%	03/01/2018	09/17/2015		435,000.00	448,672.05	448,473.68	103.20	448,902.60	28.95	1.05%	823.48
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	449,246.25	107.27	450,546.60	28.95	1.07%	1,353.33
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,274,291.26	106.24	1,280,155.85	28.95	1.08%	3,397.43
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,055,255.20	101.21	8,096,720.00	29.41	1.36%	5,500.00
Municipal Bond	AA1/AAA	1.35%	03/15/2018	09/17/2015		1,195,000.00	1,199,385.65	1,199,323.00	100.40	1,199,815.85	29.41	1.20%	672.19
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	267,381.51	107.44	268,605.00	30.95	1.65%	4,597.27
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	534,763.03	107.44	537,210.00	30.95	1.65%	9,194.54
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	285,108.66	102.56	287,170.80	30.95	1.16%	2,178.71
Municipal Bond	AAA/AAA	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	799,215.39	107.86	803,586.80	30.95	1.15%	12,398.64
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,877,593.55	109.19	9,827,460.00	30.95	1.20%	188,112.50
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,002,684.05	110.57	3,007,585.60	31.97	1.48%	49,541.02
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,012,169.31	101.30	2,025,960.00	31.97	1.18%	9,361.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	259,694.62	106.88	261,863.35	31.97	1.38%	2,996.49
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,993,822.59	100.90	1,987,651.20	32.95	1.65%	10,261.68
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,720.85	100.90	227,016.00	32.95	1.65%	1,172.02
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,075,353.32	100.90	5,044,800.00	32.95	1.54%	26,044.86
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	612,315.30	100.90	610,420.80	32.95	1.65%	3,151.43
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	455,968.15	101.08	454,860.00	33.97	1.20%	1,238.26
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,800,114.23	107.50	2,827,276.30	33.97	1.55%	16,891.98
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.97	254,917.50	34.43	1.92%	600.62
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,288,541.69	108.51	1,307,509.35	34.43	1.53%	6,074.71
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,615,845.14	105.79	2,644,700.00	34.43	1.55%	10,078.12
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,095,678.31	101.62	10,161,500.00	40.00	1.70%	32,777.78
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,684,934.76	109.56	1,698,242.00	40.46	1.69%	8,503.69
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	547,435.88	109.46	547,290.00	40.92	1.80%	1,882.58
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	461,479.82	102.72	462,249.00	41.93	1.45%	4,922.50
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,035,463.48	100.47	5,023,250.00	44.92	1.60%	22,200.56
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	693,464.75	111.00	693,737.50	46.39	1.53%	3,475.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	530,950.65	106.18	530,905.00	46.39	1.70%	2,098.75
TVA	Aaa/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,675,321.80	108.50	13,705,960.01	21.54	0.86%	138,952.00
<b>TOTAL</b>						<b>438,578,932.40</b>	<b>457,238,313.78</b>	<b>446,956,318.30</b>		<b>447,669,432.28</b>	<b>13.61</b>	<b>0.73%</b>	<b>2,231,694.27</b>

(1) (2)

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

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

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

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

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

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

**Moody's Ratings Definitions:**

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

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

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

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

**Detail of Security Holdings**  
**September 30, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	10/01/2015	09/30/2015		25,707,395.65	25,707,395.65	25,707,395.65	100.00	25,707,395.65	0.03	0.00%	
Legacy NOW Account		0.18%	10/01/2015	09/30/2015		35,079,215.67	35,079,215.67	35,079,215.67	100.00	35,079,215.67	0.03	0.18%	
TexPool	AAAm/NA	0.09%	10/01/2015	09/30/2015		7,220,304.51	7,220,304.51	7,220,304.51	100.00	7,220,304.51	0.03	0.09%	
Texas Daily	AAAm/NA	0.13%	10/01/2015	09/30/2015		29,170,051.19	29,170,051.19	29,170,051.19	100.00	29,170,051.19	0.03	0.13%	
Texas TERM	AAAf/NA	0.22%	10/16/2015	06/18/2015		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	0.03	0.22%	
Municipal Bond	A1/AA-	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	100.02	3,435,824.40	1.51	0.67%	8,656.20
Municipal Bond	AA2/AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,197,415.76	100.65	1,197,699.30	1.51	0.51%	24,543.75
Certificate of Deposit		1.25%	11/27/2015	05/27/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	1.90	1.25%	4,119.69
Municipal Bond	AA2/AA-	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,005,418.18	100.61	1,006,140.00	2.03	0.76%	13,222.22
Certificate of Deposit		0.45%	12/17/2015	12/17/2014		245,000.00	245,000.00	245,000.00	100.00	245,000.00	2.56	0.45%	866.90
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	3.44	0.25%	9,243.99
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,116,250.37	100.66	1,117,370.40	3.51	0.56%	5,781.25
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	10,202,037.58	100.00	10,202,037.58	4.00	0.55%	93,467.43
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	4,994,223.30	100.61	5,000,267.30	4.07	0.55%	16,290.56
FHLB	Aaa/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,590,615.05	100.20	7,605,476.01	4.10	0.68%	8,559.83
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,418,141.87	101.40	1,419,600.00	4.52	0.54%	7,000.00
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	726,983.30	101.76	727,591.15	4.52	0.52%	4,468.75
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,016,598.07	101.76	1,017,610.00	4.52	0.56%	6,250.00
FNMA	Aaa/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,427,459.94	100.74	3,435,220.36	4.85	0.72%	6,630.56
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	20,273,838.66	100.00	20,273,838.66	4.98	0.56%	180,409.39
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		320,000.00	330,907.46	324,559.68	101.57	325,017.60	5.02	0.58%	1,031.11
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		930,000.00	961,699.79	943,251.55	101.40	943,047.90	5.02	0.58%	2,996.67
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,503,620.15	100.31	2,507,775.00	5.02	0.65%	2,013.89
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	3,061,376.48	100.00	3,061,376.48	5.31	0.50%	23,861.96
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	246,653.55	100.00	246,653.55	5.34	0.45%	1,727.25
FNMA	Aaa/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,037,246.46	100.98	6,058,764.00	5.77	0.89%	2,200.00
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,001,479.89	100.14	3,004,080.00	6.03	0.40%	7,458.33
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,023,763.24	102.55	1,025,470.00	6.49	0.57%	22,916.67
Municipal Bond	AA1/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,294,830.41	102.59	1,287,454.30	7.02	0.41%	30,397.08
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,328,087.74	102.11	5,335,456.50	7.02	0.60%	86,502.78
Municipal Bond	AA1/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	712,995.85	102.66	713,500.00	7.02	0.40%	13,922.39
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	502,035.35	100.42	502,080.00	7.02	0.45%	2,379.86
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	437,365.34	101.83	437,881.90	8.03	0.43%	4,264.17
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	668,759.19	102.87	668,661.50	8.03	0.42%	10,205.90
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.22	250,552.50	8.03	1.00%	826.39
FHLB	Aaa/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,998,539.84	100.13	6,007,596.00	8.89	0.56%	8,215.00
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,640,306.28	103.44	4,654,935.00	9.02	0.80%	55,625.00
FHLMC	Aaa/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,214,639.93	104.05	6,243,132.00	9.57	0.93%	66,000.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,943,446.01	103.80	1,946,212.50	10.03	0.77%	15,948.44
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	452,692.11	101.75	452,800.85	10.03	0.55%	1,914.43
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,028,528.58	103.11	1,031,070.00	10.03	0.56%	6,555.56
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,268,133.79	103.14	2,274,281.10	10.49	0.69%	11,025.00
FHLMC	Aaa/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,374,548.71	101.43	30,428,010.00	10.82	0.60%	58,333.33
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,010,827.19	99.99	2,999,580.00	11.05	0.55%	2,283.75
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,643,992.36	100.84	2,647,076.25	11.05	0.45%	2,624.20
FHLB	Aaa/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,016.38	100.10	4,003,812.00	11.51	0.50%	833.33
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,001,728.45	100.24	2,004,860.00	12.03	0.55%	6,334.61
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,179,804.01	104.68	1,182,861.40	12.03	0.56%	28,093.06
FFCB	Aaa/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,154.25	100.21	2,004,134.00	12.46	0.62%	5,348.89
FHLB	Aaa/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,093,905.16	104.87	2,097,380.00	12.62	0.64%	45,840.28
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	13.34	0.60%	184.68
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	405,456.16	102.82	406,150.85	13.51	0.62%	4,443.75
Municipal Bond	A1/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.30	712,137.10	13.51	0.92%	2,446.84
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	14.03	0.75%	614.12
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,666,977.41	104.16	1,676,943.80	14.03	0.91%	21,287.78
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	15.44	0.60%	116.69
Municipal Bond	AA1/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,669,758.30	104.60	1,673,648.00	16.52	0.80%	8,000.00
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,384,626.27	100.67	1,384,185.00	16.52	0.72%	2,120.94
Municipal Bond	AA1/AA+	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	497,598.09	106.20	499,116.50	16.52	0.70%	2,937.50
Municipal Bond	AAA/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,550,642.53	105.74	2,548,382.20	16.52	0.70%	15,062.50
FHLMC	Aaa/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,903,570.36	106.11	16,976,960.00	16.56	0.85%	97,777.78
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,450,555.39	103.53	2,458,742.50	16.98	0.72%	5,739.58
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,009,455.99	100.83	2,016,680.00	16.98	1.10%	2,320.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	621,120.53	105.48	622,332.00	16.98	0.72%	2,138.75
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,574.91	100.03	2,000,540.00	17.44	0.95%	833.33
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,770,037.13	107.09	1,772,372.60	18.00	0.75%	44,601.33
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	272,864.30	103.11	273,238.85	18.00	1.00%	3,952.92
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	697,822.74	105.04	698,502.70	18.98	0.85%	9,531.67
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	565,968.18	99.90	564,457.60	18.98	1.10%	3,494.21
Municipal Bond	AA2/AA	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,302,009.62	106.97	1,310,419.25	18.98	0.95%	25,350.69
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,411,					

**Detail of Security Holdings**  
**September 30, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,400,818.48	107.98	1,403,701.00	22.46	0.95%	8,417.50
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.87	252,170.00	22.46	1.47%	460.00
FHLMC	Aaa/AA+	1.00%	09/08/2017	09/11/2015	12/08/2015	10,000,000.00	10,004,900.00	10,004,772.12	100.14	10,013,780.00	23.25	0.98%	6,111.11
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,458,814.33	108.17	6,452,280.85	24.00	1.05%	156,897.73
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,043,477.36	105.59	6,034,239.90	25.02	1.18%	94,615.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	533,417.93	106.45	532,230.00	25.48	0.79%	7,500.00
Municipal Bond	AA2/AA-	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	496,810.40	99.97	499,850.00	26.00	1.40%	1,813.10
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,606,702.13	102.24	2,607,171.00	27.48	1.13%	11,262.50
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,939,383.24	108.43	1,962,492.50	28.03	1.36%	13,372.48
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	725,506.65	109.40	727,510.00	28.03	1.04%	5,449.31
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,405,725.86	101.11	8,493,072.00	28.03	1.30%	18,309.67
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	104.71	1,895,214.80	28.49	1.35%	7,018.28
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,765,262.63	109.45	2,763,713.50	28.49	0.90%	15,781.25
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.92	2,704,575.60	28.49	1.41%	4,726.85
Municipal Bond	AA1/NA	2.35%	03/01/2018	09/17/2015		435,000.00	448,672.05	448,473.68	103.20	448,902.60	28.95	1.05%	823.48
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	449,246.25	107.27	450,546.60	28.95	1.07%	1,353.33
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,274,291.26	106.24	1,280,155.85	28.95	1.08%	3,397.43
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,055,255.20	101.21	8,096,720.00	29.41	1.36%	5,500.00
Municipal Bond	AA1/AAA	1.35%	03/15/2018	09/17/2015		1,195,000.00	1,199,385.65	1,199,323.00	100.40	1,199,815.85	29.41	1.20%	672.19
FHLMC	Aaa/AA+	1.15%	04/27/2018	04/30/2015	10/27/2015	3,500,000.00	3,499,562.50	3,499,623.74	99.96	3,498,677.00	30.82	1.15%	16,770.83
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	267,381.51	107.44	268,605.00	30.95	1.65%	4,597.27
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	534,763.03	107.44	537,210.00	30.95	1.65%	9,194.54
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	285,108.66	102.56	287,170.80	30.95	1.16%	2,178.71
Municipal Bond	AA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	799,215.39	107.86	803,586.80	30.95	1.15%	12,398.64
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,877,593.55	109.19	9,827,460.00	30.95	1.20%	188,112.50
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	3,002,684.05	110.57	3,007,585.60	31.97	1.48%	49,541.02
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,012,169.31	101.30	2,025,960.00	31.97	1.18%	9,361.33
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	259,694.62	106.88	261,863.35	31.97	1.38%	2,996.49
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,993,822.59	100.90	1,987,651.20	32.95	1.65%	10,261.68
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,720.85	100.90	227,016.00	32.95	1.65%	1,172.02
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,075,353.32	100.90	5,044,800.00	32.95	1.54%	26,044.86
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	612,315.30	100.90	610,420.80	32.95	1.65%	3,151.43
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	455,968.15	101.08	454,860.00	33.97	1.20%	1,238.26
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,800,114.23	107.50	2,827,276.30	33.97	1.55%	16,891.98
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	101.97	254,917.50	34.43	1.92%	600.62
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,288,541.69	108.51	1,307,509.35	34.43	1.53%	6,074.71
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,615,845.14	105.79	2,644,700.00	34.43	1.55%	10,078.12
FFCB	Aaa/AA+	1.28%	09/06/2018	09/11/2015	03/06/2016	9,000,000.00	9,007,650.00	9,007,516.77	100.40	9,035,568.00	35.15	1.25%	9,280.00
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,095,678.31	101.62	10,161,500.00	40.00	1.70%	32,777.78
Municipal Bond	AA1/AA+	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,684,934.76	109.56	1,698,242.00	40.46	1.69%	8,503.69
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	547,435.88	109.46	547,290.00	40.92	1.80%	1,882.58
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	461,479.82	102.72	462,249.00	41.93	1.45%	4,922.50
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,035,463.48	100.47	5,023,250.00	44.92	1.60%	22,200.56
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	693,464.75	111.00	693,737.50	46.39	1.53%	3,475.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	530,950.65	106.18	530,905.00	46.39	1.70%	2,098.75
<b>TOTAL</b>						<b>438,578,932.40</b>	<b>457,238,313.78</b>	<b>446,956,318.30</b>		<b>447,669,432.28</b>	<b>13.61</b>	<b>0.73%</b>	<b>2,231,694.27</b>

(1) (2)

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

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

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

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

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

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

**Moody's Ratings Definitions:**

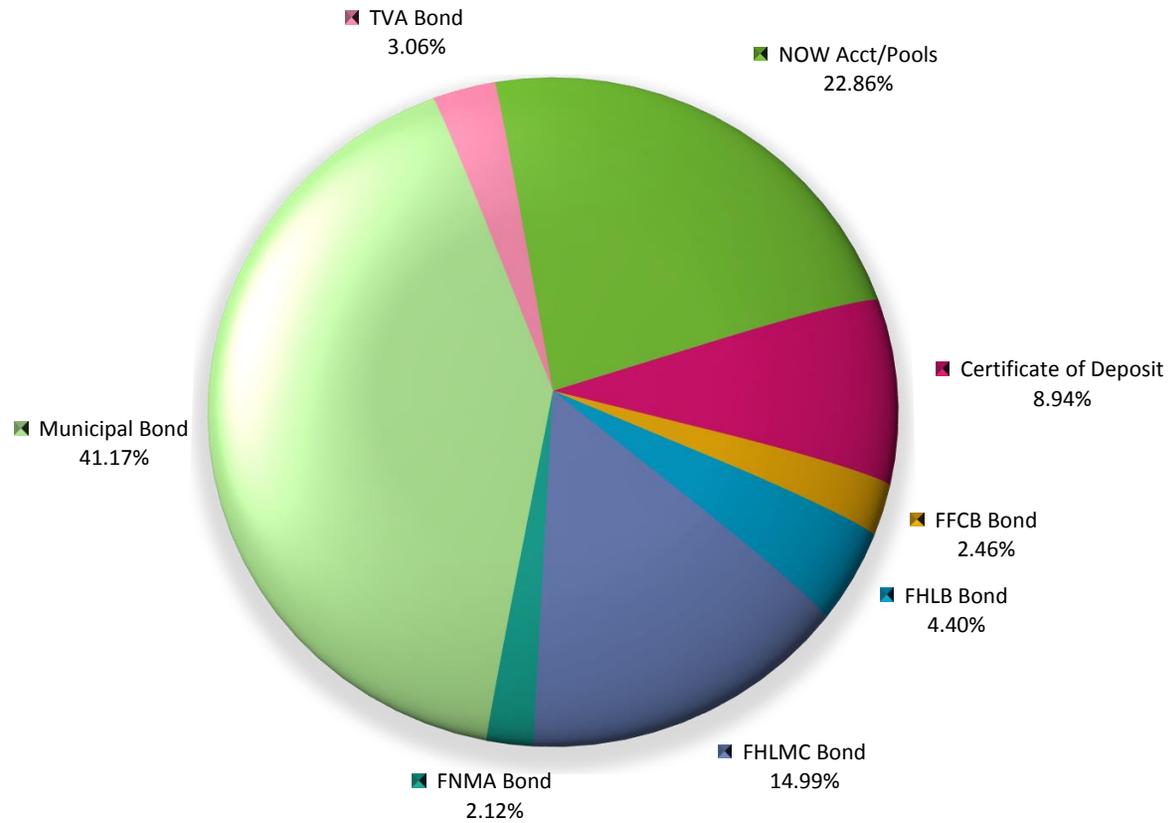
**AAA-** obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

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

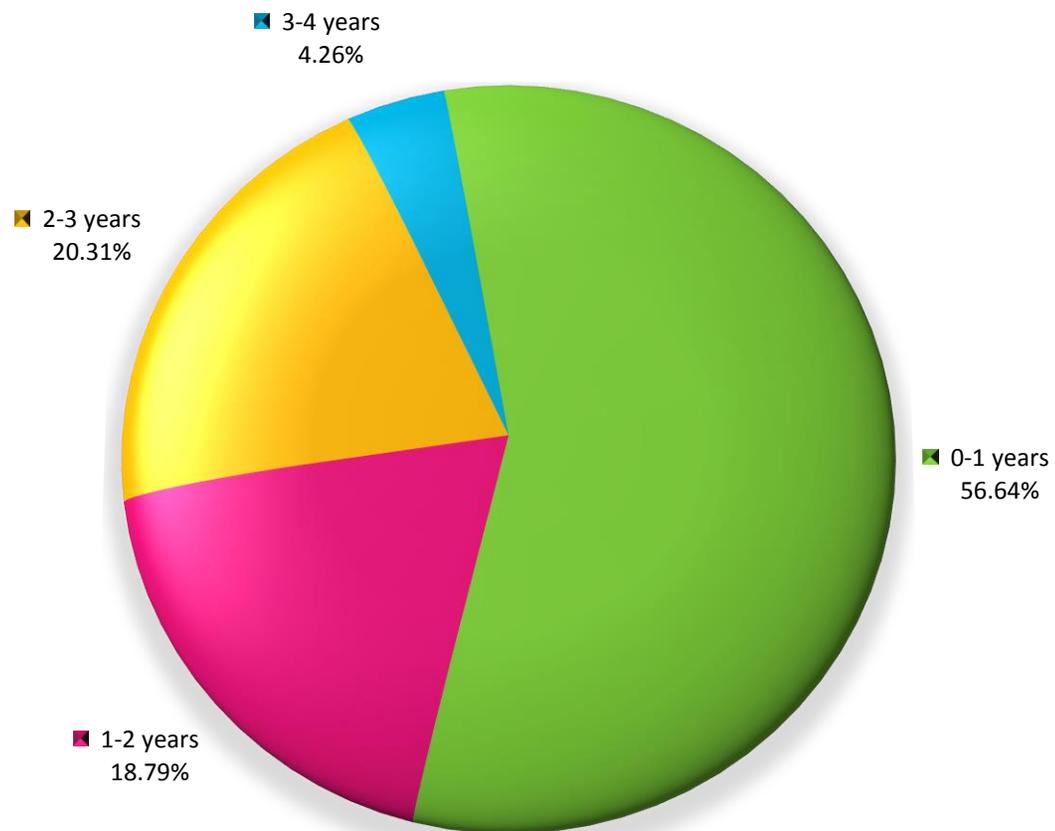
**A-** obligations rated A are judged to be upper-medium grade and are subject to low credit risk

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

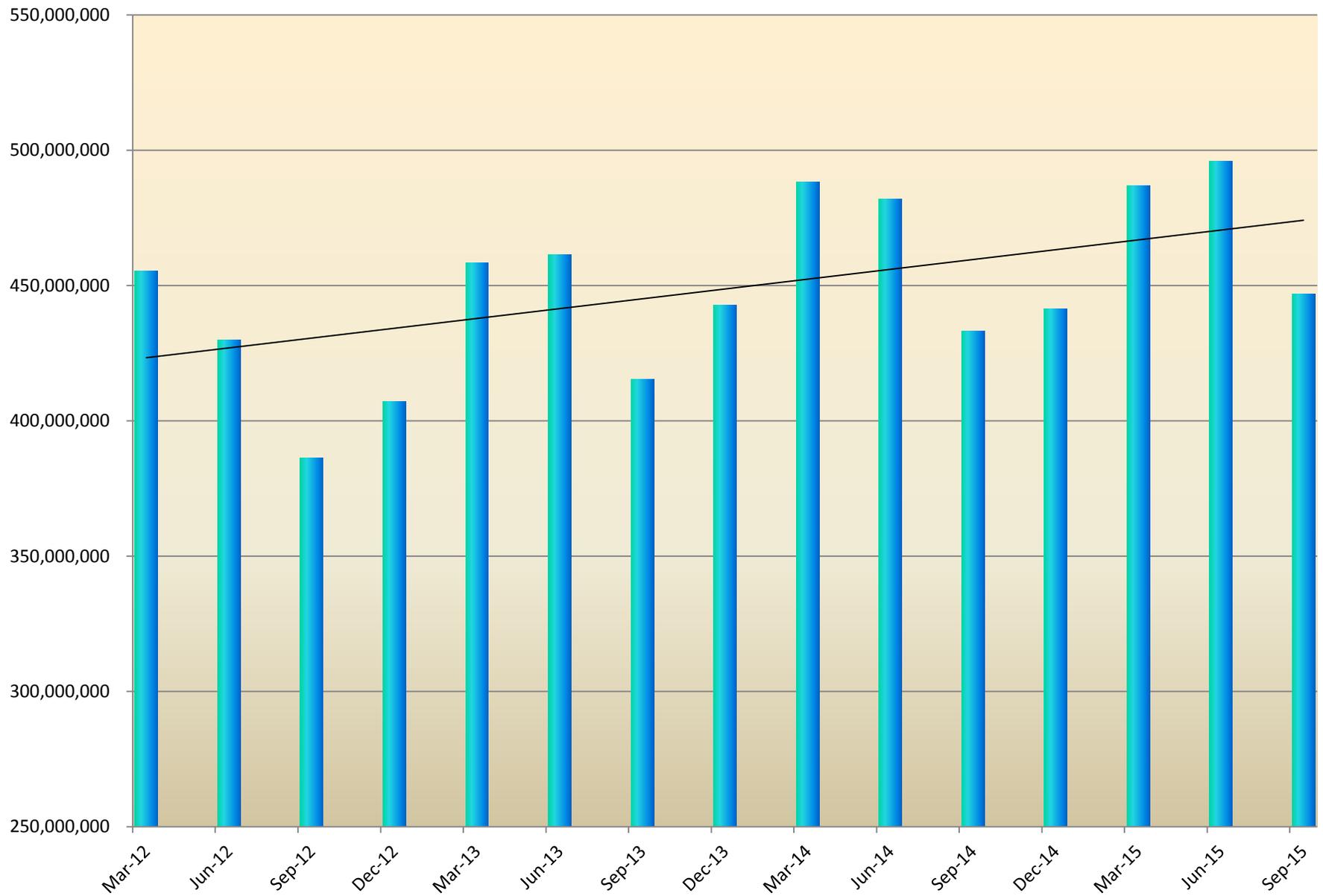
## Portfolio Composition 9/30/15



## Portfolio Maturities 9/30/15



## Quarter End Book Value



## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	June 30, 2015			September 30, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Frost NOW Account	0.00%	07/01/15	25,450,969.68	25,450,969.68	256,425.97	-	25,707,395.65	25,707,395.65
Legacy NOW Account	0.18%	07/01/15	35,063,430.93	35,063,430.93	15,784.74	-	35,079,215.67	35,079,215.67
TexPool	0.09%	07/01/15	6,718,994.56	6,718,994.56	501,309.95	-	7,220,304.51	7,220,304.51
Texas Daily	0.13%	07/01/15	12,394,038.07	12,394,038.07	16,776,013.12	-	29,170,051.19	29,170,051.19
Texas TERM	0.26%	08/14/15	15,000,000.00	15,000,000.00	-	(15,000,000.00)	-	-
Texas TERM	0.22%	10/16/15	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	-	(146,638.98)	-	-
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	-	246,653.55	246,653.55
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	-	247,000.00	247,000.00
Certificate of Deposit	0.60%	01/13/17	-	-	147,892.05	-	147,892.05	147,892.05
FFCB Bond	0.62%	10/14/16	2,000,000.00	1,998,949.49	204.76	-	2,000,000.00	1,999,154.25
FFCB Bond	1.25%	09/06/18	-	-	9,007,516.77	-	9,000,000.00	9,007,516.77
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,591,067.73	-	(452.68)	7,590,000.00	7,590,615.05
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,998,044.15	495.69	-	6,000,000.00	5,998,539.84
FHLB Bond	0.50%	09/15/16	-	-	4,000,016.38	-	4,000,000.00	4,000,016.38
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,116,344.84	-	(22,439.68)	2,000,000.00	2,093,905.16
FHLB Bond	0.94%	06/30/17	2,500,000.00	2,499,750.00	-	(2,499,750.00)	-	-
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,989,053.82	-	(12,989,053.82)	-	-
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,003,524.58	-	(17,003,524.58)	-	-
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,282,266.21	-	(67,626.28)	6,000,000.00	6,214,639.93
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,478,968.35	-	(104,419.64)	30,000,000.00	30,374,548.71
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,068,181.19	-	(164,610.83)	16,000,000.00	16,903,570.36
FHLMC Bond	1.00%	08/28/17	28,000,000.00	28,000,000.00	-	(28,000,000.00)	-	-
FHLMC Bond	0.98%	09/08/17	-	-	10,004,772.12	-	10,000,000.00	10,004,772.12
FHLMC Bond	1.15%	04/27/18	3,500,000.00	3,499,586.92	36.82	-	3,500,000.00	3,499,623.74
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,438,313.42	-	(10,853.48)	3,410,000.00	3,427,459.94
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,056,716.20	-	(19,469.74)	6,000,000.00	6,037,246.46
Municipal Bond	0.14%	07/01/15	1,000,000.00	1,000,050.52	-	(1,000,050.52)	-	-
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,600,112.63	-	(1,600,112.63)	-	-
Municipal Bond	0.40%	07/01/15	1,970,000.00	1,970,246.96	-	(1,970,246.96)	-	-
Municipal Bond	0.56%	07/15/15	500,000.00	500,905.32	-	(500,905.32)	-	-
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,003,734.95	-	(2,003,734.95)	-	-
Municipal Bond	0.32%	08/01/15	300,000.00	300,047.28	-	(300,047.28)	-	-
Municipal Bond	0.35%	08/01/15	305,000.00	305,974.89	-	(305,974.89)	-	-
Municipal Bond	0.70%	08/01/15	690,000.00	692,674.19	-	(692,674.19)	-	-
Municipal Bond	0.17%	08/01/15	8,235,000.00	8,255,605.18	-	(8,255,605.18)	-	-
Municipal Bond	0.18%	08/01/15	405,000.00	405,000.00	-	(405,000.00)	-	-
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,432,500.26	-	(1,432,500.26)	-	-
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,048,351.62	-	(1,048,351.62)	-	-
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,004,106.73	-	(2,004,106.73)	-	-
Municipal Bond	0.20%	08/15/15	495,000.00	495,494.35	-	(495,494.35)	-	-
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,212,247.28	-	(14,831.52)	1,190,000.00	1,197,415.76
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,013,458.05	-	(8,039.87)	1,000,000.00	1,005,418.18
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,121,624.51	-	(5,374.14)	1,110,000.00	1,116,250.37
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,012,195.43	-	(17,972.13)	4,970,000.00	4,994,223.30
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,430,236.44	-	(12,094.57)	1,400,000.00	1,418,141.87
Municipal Bond	0.52%	02/15/16	715,000.00	734,972.17	-	(7,988.87)	715,000.00	726,983.30
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,027,663.45	-	(11,065.38)	1,000,000.00	1,016,598.07
Municipal Bond	0.58%	03/01/16	-	-	324,559.68	-	320,000.00	324,559.68
Municipal Bond	0.58%	03/01/16	-	-	943,251.55	-	930,000.00	943,251.55
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,278,521.24	-	(1,278,521.24)	-	-
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,505,796.98	-	(2,176.83)	2,500,000.00	2,503,620.15
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,002,219.84	-	(739.95)	3,000,000.00	3,001,479.89
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,034,804.75	-	(11,041.51)	1,000,000.00	1,023,763.24
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,311,953.76	-	(17,123.35)	1,255,000.00	1,294,830.41
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,372,405.84	-	(44,318.10)	5,225,000.00	5,328,087.74
Municipal Bond	0.40%	05/01/16	695,000.00	720,732.39	-	(7,736.54)	695,000.00	712,995.85
Municipal Bond	0.45%	05/01/16	500,000.00	502,910.37	-	(875.02)	500,000.00	502,035.35
Municipal Bond	0.43%	06/01/16	430,000.00	440,131.10	-	(2,765.76)	430,000.00	437,365.34
Municipal Bond	0.42%	06/01/16	650,000.00	675,803.46	-	(7,044.27)	650,000.00	668,759.19
Municipal Bond	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,687,245.11	-	(46,938.83)	4,500,000.00	4,640,306.28
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,964,024.56	-	(20,578.55)	1,875,000.00	1,943,446.01
Municipal Bond	0.55%	08/01/16	-	-	452,692.11	-	445,000.00	452,692.11
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,037,105.80	-	(8,577.22)	1,000,000.00	1,028,528.58
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,286,284.76	-	(18,150.97)	2,205,000.00	2,268,133.79
Municipal Bond	0.55%	09/01/16	3,000,000.00	3,013,782.97	-	(2,955.78)	3,000,000.00	3,010,827.19
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,649,177.21	-	(5,184.85)	2,625,000.00	2,643,992.36
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,002,161.74	-	(433.29)	2,000,000.00	2,001,728.45

## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	June 30, 2015			September 30, 2015		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,192,288.94	-	(12,484.93)	1,130,000.00	1,179,804.01
Municipal Bond	0.62%	11/15/16	395,000.00	407,791.03	-	(2,334.87)	395,000.00	405,456.16
Municipal Bond	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,679,224.89	-	(12,247.48)	1,610,000.00	1,666,977.41
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,682,491.95	-	(12,733.65)	1,600,000.00	1,669,758.30
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,386,383.45	-	(1,757.18)	1,375,000.00	1,384,626.27
Municipal Bond	0.70%	02/15/17	470,000.00	502,635.84	-	(5,037.75)	470,000.00	497,598.09
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,576,315.37	-	(25,672.84)	2,410,000.00	2,550,642.53
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,463,974.50	-	(13,419.11)	2,375,000.00	2,450,555.39
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,011,135.43	-	(1,679.44)	2,000,000.00	2,009,455.99
Municipal Bond	0.72%	03/01/17	590,000.00	626,647.72	-	(5,527.19)	590,000.00	621,120.53
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,001,847.26	-	(272.35)	2,000,000.00	2,001,574.91
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,789,314.75	-	(19,277.62)	1,655,000.00	1,770,037.13
Municipal Bond	1.00%	04/01/17	265,000.00	274,182.18	-	(1,317.88)	265,000.00	272,864.30
Municipal Bond	0.85%	05/01/17	665,000.00	703,038.10	-	(5,215.36)	665,000.00	697,822.74
Municipal Bond	1.10%	05/01/17	565,000.00	566,122.02	-	(153.84)	565,000.00	565,968.18
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,314,246.04	-	(12,236.42)	1,225,000.00	1,302,009.62
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,416,941.22	-	(5,750.51)	1,375,000.00	1,411,190.71
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,846,254.43	-	(28,341.04)	2,630,000.00	2,817,913.39
Municipal Bond	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,504,384.09	-	(574.56)	1,500,000.00	1,503,809.53
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,295,000.00	-	-	1,295,000.00	1,295,000.00
Municipal Bond	1.05%	08/01/17	325,000.00	341,702.75	-	(2,013.96)	325,000.00	339,688.79
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,559,878.07	-	(31,938.11)	5,295,000.00	5,527,939.96
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,414,359.07	-	(13,540.59)	1,300,000.00	1,400,818.48
Municipal Bond	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,520,878.42	-	(62,064.09)	5,965,000.00	6,458,814.33
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,083,084.07	-	(39,606.71)	5,715,000.00	6,043,477.36
Municipal Bond	0.79%	11/15/17	500,000.00	537,374.75	-	(3,956.82)	500,000.00	533,417.93
Municipal Bond	1.40%	12/01/17	500,000.00	496,440.36	370.04	-	500,000.00	496,810.40
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,612,927.18	-	(6,225.05)	2,550,000.00	2,606,702.13
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,953,305.18	-	(13,921.94)	1,810,000.00	1,939,383.24
Municipal Bond	1.04%	02/01/18	665,000.00	732,017.31	-	(6,510.66)	665,000.00	725,506.65
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,406,341.97	-	(616.11)	8,400,000.00	8,405,725.86
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,810,000.00	-	-	1,810,000.00	1,810,000.00
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,790,698.95	-	(25,436.32)	2,525,000.00	2,765,262.63
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,680,000.00	-	-	2,680,000.00	2,680,000.00
Municipal Bond	1.05%	03/01/18	-	-	448,473.68	-	435,000.00	448,473.68
Municipal Bond	1.07%	03/01/18	420,000.00	452,293.43	-	(3,047.18)	420,000.00	449,246.25
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,281,510.74	-	(7,219.48)	1,205,000.00	1,274,291.26
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,060,922.40	-	(5,667.20)	8,000,000.00	8,055,255.20
Municipal Bond	1.20%	03/15/18	-	-	1,199,323.00	-	1,195,000.00	1,199,323.00
Municipal Bond	1.65%	05/01/18	500,000.00	538,150.95	-	(3,387.92)	500,000.00	534,763.03
Municipal Bond	1.65%	05/01/18	250,000.00	269,075.48	-	(1,693.97)	250,000.00	267,381.51
Municipal Bond	1.16%	05/01/18	280,000.00	285,606.54	-	(497.88)	280,000.00	285,108.66
Municipal Bond	1.15%	05/01/18	745,000.00	804,499.09	-	(5,283.70)	745,000.00	799,215.39
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,963,121.73	-	(85,528.18)	9,000,000.00	9,877,593.55
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,029,357.83	-	(26,673.78)	2,720,000.00	3,002,684.05
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,013,317.59	-	(1,148.28)	2,000,000.00	2,012,169.31
Municipal Bond	1.38%	06/01/18	245,000.00	261,081.19	-	(1,386.57)	245,000.00	259,694.62
Municipal Bond	1.65%	07/01/18	225,000.00	227,969.93	-	(249.08)	225,000.00	227,720.85
Municipal Bond	1.65%	07/01/18	605,000.00	612,984.96	-	(669.66)	605,000.00	612,315.30
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,996,003.36	-	(2,180.77)	1,970,000.00	1,993,822.59
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,082,251.34	-	(6,898.02)	5,000,000.00	5,075,353.32
Municipal Bond	1.20%	08/01/18	450,000.00	456,498.14	-	(529.99)	450,000.00	455,968.15
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,815,220.90	-	(15,106.67)	2,630,000.00	2,800,114.23
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,295,861.53	-	(7,319.84)	1,205,000.00	1,288,541.69
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,625,995.39	-	(10,150.25)	2,500,000.00	2,615,845.14
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,102,893.40	-	(7,215.09)	10,000,000.00	10,095,678.31
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,694,994.73	-	(10,059.97)	1,550,000.00	1,684,934.76
Municipal Bond	1.80%	03/01/19	-	-	547,435.88	-	500,000.00	547,435.88
Municipal Bond	1.45%	04/01/19	-	-	461,479.82	-	450,000.00	461,479.82
Municipal Bond	1.60%	07/01/19	-	-	5,035,463.48	-	5,000,000.00	5,035,463.48
Municipal Bond	1.53%	08/15/19	-	-	693,464.75	-	625,000.00	693,464.75
Municipal Bond	1.70%	08/15/19	-	-	530,950.65	-	500,000.00	530,950.65
TVA Bond	0.86%	07/18/17	12,632,000.00	13,821,418.62	-	(146,096.82)	12,632,000.00	13,675,321.80
<b>TOTAL</b>			<b>\$ 486,353,145.55</b>	<b>\$ 495,924,433.10</b>	<b>\$ 51,347,933.01</b>	<b>\$(100,316,047.81)</b>	<b>\$ 438,578,932.40</b>	<b>\$ 446,956,318.30</b>

## Market Value Comparison

Security Description	Yield	Maturity Date	June 30, 2015			September 30, 2015		
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value	
Frost NOW Account	0.00%	10/01/15	25,450,969.68	25,450,969.68	256,425.97	25,707,395.65	25,707,395.65	
Legacy NOW Account	0.18%	10/01/15	35,063,430.93	35,063,430.93	15,784.74	35,079,215.67	35,079,215.67	
TexPool	0.09%	10/01/15	6,718,994.56	6,718,994.56	501,309.95	7,220,304.51	7,220,304.51	
Texas Daily	0.13%	10/01/15	12,394,038.07	12,394,038.07	16,776,013.12	29,170,051.19	29,170,051.19	
Texas TERM	0.26%	08/14/15	15,000,000.00	15,000,000.00	(15,000,000.00)	-	-	
Texas TERM	0.22%	10/16/15	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00	
Certificate of Deposit	0.60%	08/13/15	146,638.98	146,638.98	(146,638.98)	-	-	
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	245,000.00	245,000.00	
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	245,000.00	245,000.00	
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	5,190,858.10	5,190,858.10	
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	10,202,037.58	10,202,037.58	
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	20,273,838.66	20,273,838.66	
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	3,061,376.48	3,061,376.48	
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	246,653.55	246,653.55	
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	100,308.96	100,308.96	
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	247,000.00	247,000.00	
Certificate of Deposit	0.60%	01/13/17	-	-	147,892.05	147,892.05	147,892.05	
FFCB Bond	0.62%	10/14/16	2,000,000.00	2,005,544.00	(1,410.00)	2,000,000.00	2,004,134.00	
FFCB Bond	1.25%	09/06/18	-	-	9,035,568.00	9,000,000.00	9,035,568.00	
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,616,018.52	(10,542.51)	7,590,000.00	7,605,476.01	
FHLB Bond	0.56%	06/27/16	6,000,000.00	6,008,568.00	(972.00)	6,000,000.00	6,007,596.00	
FHLB Bond	0.50%	09/15/16	-	-	4,003,812.00	4,000,000.00	4,003,812.00	
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,119,704.00	(22,324.00)	2,000,000.00	2,097,380.00	
FHLB Bond	0.94%	06/30/17	2,500,000.00	2,497,255.00	(2,497,255.00)	-	-	
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,039,728.00	(13,039,728.00)	-	-	
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,051,952.00	(17,051,952.00)	-	-	
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,316,374.00	(73,242.00)	6,000,000.00	6,243,132.00	
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,531,690.00	(103,680.00)	30,000,000.00	30,428,010.00	
FHLMC Bond	0.85%	02/16/17	16,000,000.00	17,133,536.00	(156,576.00)	16,000,000.00	16,976,960.00	
FHLMC Bond	1.00%	08/28/17	28,000,000.00	27,975,416.00	(27,975,416.00)	-	-	
FHLMC Bond	0.98%	09/08/17	-	-	10,013,780.00	10,000,000.00	10,013,780.00	
FHLMC Bond	1.15%	04/27/18	3,500,000.00	3,490,480.00	8,197.00	3,500,000.00	3,498,677.00	
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,448,672.81	(13,452.45)	3,410,000.00	3,435,220.36	
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,084,012.00	(25,248.00)	6,000,000.00	6,058,764.00	
Municipal Bond	0.14%	07/01/15	1,000,000.00	1,000,000.00	(1,000,000.00)	-	-	
Municipal Bond	0.42%	07/01/15	1,600,000.00	1,600,000.00	(1,600,000.00)	-	-	
Municipal Bond	0.40%	07/01/15	1,970,000.00	1,970,000.00	(1,970,000.00)	-	-	
Municipal Bond	0.56%	07/15/15	500,000.00	500,900.00	(500,900.00)	-	-	
Municipal Bond	0.43%	07/15/15	2,000,000.00	2,003,660.00	(2,003,660.00)	-	-	
Municipal Bond	0.32%	08/01/15	300,000.00	300,060.00	(300,060.00)	-	-	
Municipal Bond	0.35%	08/01/15	305,000.00	305,951.60	(305,951.60)	-	-	
Municipal Bond	0.70%	08/01/15	690,000.00	692,870.40	(692,870.40)	-	-	
Municipal Bond	0.17%	08/01/15	8,235,000.00	8,254,022.85	(8,254,022.85)	-	-	
Municipal Bond	0.18%	08/01/15	405,000.00	404,987.85	(404,987.85)	-	-	
Municipal Bond	0.60%	08/15/15	1,430,000.00	1,432,488.20	(1,432,488.20)	-	-	
Municipal Bond	0.44%	08/15/15	1,045,000.00	1,048,229.05	(1,048,229.05)	-	-	
Municipal Bond	0.36%	08/15/15	2,000,000.00	2,003,860.00	(2,003,860.00)	-	-	
Municipal Bond	0.20%	08/15/15	495,000.00	495,400.95	(495,400.95)	-	-	
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,436,992.30	(1,167.90)	3,435,000.00	3,435,824.40	
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,212,705.20	(15,005.90)	1,190,000.00	1,197,699.30	
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,015,370.00	(9,230.00)	1,000,000.00	1,006,140.00	
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,123,331.10	(5,960.70)	1,110,000.00	1,117,370.40	
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,019,749.70	(19,482.40)	4,970,000.00	5,000,267.30	
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,432,060.00	(12,460.00)	1,400,000.00	1,419,600.00	
Municipal Bond	0.52%	02/15/16	715,000.00	735,806.50	(8,215.35)	715,000.00	727,591.15	
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,028,980.00	(11,370.00)	1,000,000.00	1,017,610.00	
Municipal Bond	0.58%	03/01/16	-	-	325,017.60	320,000.00	325,017.60	
Municipal Bond	0.58%	03/01/16	-	-	943,047.90	930,000.00	943,047.90	
Municipal Bond	0.57%	03/01/16	1,250,000.00	1,280,550.00	(1,280,550.00)	-	-	
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,510,700.00	(2,925.00)	2,500,000.00	2,507,775.00	
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,000,600.00	3,480.00	3,000,000.00	3,004,080.00	
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,036,510.00	(11,040.00)	1,000,000.00	1,025,470.00	
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,269,445.05	18,009.25	1,255,000.00	1,287,454.30	
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,376,525.00	(41,068.50)	5,225,000.00	5,335,456.50	
Municipal Bond	0.40%	05/01/16	695,000.00	720,020.00	(6,519.10)	695,000.00	713,500.90	
Municipal Bond	0.45%	05/01/16	500,000.00	501,950.00	130.00	500,000.00	502,080.00	
Municipal Bond	0.43%	06/01/16	430,000.00	439,632.00	(1,750.10)	430,000.00	437,881.90	
Municipal Bond	0.42%	06/01/16	650,000.00	675,031.50	(6,370.00)	650,000.00	668,661.50	
Municipal Bond	1.00%	06/01/16	250,000.00	250,197.50	355.00	250,000.00	250,552.50	
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,700,790.00	(45,855.00)	4,500,000.00	4,654,935.00	
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,965,525.00	(19,312.50)	1,875,000.00	1,946,212.50	
Municipal Bond	0.55%	08/01/16	-	-	452,800.85	445,000.00	452,800.85	
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,038,860.00	(7,790.00)	1,000,000.00	1,031,070.00	
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,290,421.70	(16,140.60)	2,205,000.00	2,274,281.10	
Municipal Bond	0.55%	09/01/16	3,000,000.00	3,011,490.00	(11,910.00)	3,000,000.00	2,999,580.00	
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,645,012.25	1,575.00	2,625,000.00	2,647,076.25	
Municipal Bond	0.55%	10/01/16	2,000,000.00	1,999,900.00	4,960.00	2,000,000.00	2,004,860.00	

## Market Value Comparison

Security Description	Yield	Maturity Date	June 30, 2015			September 30, 2015	
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,192,579.40	(9,718.00)	1,130,000.00	1,182,861.40
Municipal Bond	0.62%	11/15/16	395,000.00	407,367.45	(1,216.60)	395,000.00	406,150.85
Municipal Bond	0.92%	11/15/16	710,000.00	708,920.80	3,216.30	710,000.00	712,137.10
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,687,972.30	(11,028.50)	1,610,000.00	1,676,943.80
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,683,264.00	(9,616.00)	1,600,000.00	1,673,648.00
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,383,855.00	330.00	1,375,000.00	1,384,185.00
Municipal Bond	0.70%	02/15/17	470,000.00	502,970.50	(3,854.00)	470,000.00	499,116.50
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,569,951.70	(21,569.50)	2,410,000.00	2,548,382.20
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,466,627.50	(7,885.00)	2,375,000.00	2,458,742.50
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,015,640.00	1,040.00	2,000,000.00	2,016,680.00
Municipal Bond	0.72%	03/01/17	590,000.00	626,279.10	(3,947.10)	590,000.00	622,332.00
Municipal Bond	0.95%	03/15/17	2,000,000.00	1,996,240.00	4,300.00	2,000,000.00	2,000,540.00
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,788,128.20	(15,755.60)	1,655,000.00	1,772,372.60
Municipal Bond	1.00%	04/01/17	265,000.00	274,036.50	(797.65)	265,000.00	273,238.85
Municipal Bond	0.85%	05/01/17	665,000.00	700,870.10	(2,367.40)	665,000.00	698,502.70
Municipal Bond	1.10%	05/01/17	565,000.00	563,158.10	1,299.50	565,000.00	564,457.60
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,320,513.25	(10,094.00)	1,225,000.00	1,310,419.25
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,414,902.50	(5,252.50)	1,375,000.00	1,409,650.00
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,823,068.30	(19,409.40)	2,630,000.00	2,803,658.90
Municipal Bond	1.60%	06/01/17	500,000.00	503,940.00	230.00	500,000.00	504,170.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,502,625.00	(4,710.00)	1,500,000.00	1,497,915.00
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,288,784.00	8,016.05	1,295,000.00	1,296,800.05
Municipal Bond	1.05%	08/01/17	325,000.00	340,652.00	(1,131.00)	325,000.00	339,521.00
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,550,007.20	(18,426.60)	5,295,000.00	5,531,580.60
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,414,790.00	(11,089.00)	1,300,000.00	1,403,701.00
Municipal Bond	1.47%	08/15/17	250,000.00	251,985.00	185.00	250,000.00	252,170.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,492,604.25	(40,323.40)	5,965,000.00	6,452,280.85
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,052,585.05	(18,345.15)	5,715,000.00	6,034,239.90
Municipal Bond	0.79%	11/15/17	500,000.00	534,385.00	(2,155.00)	500,000.00	532,230.00
Municipal Bond	1.40%	12/01/17	500,000.00	496,530.00	3,320.00	500,000.00	499,850.00
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,599,215.00	7,956.00	2,550,000.00	2,607,171.00
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,964,085.30	(1,592.80)	1,810,000.00	1,962,492.50
Municipal Bond	1.04%	02/01/18	665,000.00	730,702.00	(3,192.00)	665,000.00	727,510.00
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,438,808.00	54,264.00	8,400,000.00	8,493,072.00
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,889,712.40	5,502.40	1,810,000.00	1,895,214.80
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,780,479.50	(16,766.00)	2,525,000.00	2,763,713.50
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,686,432.00	18,143.60	2,680,000.00	2,704,575.60
Municipal Bond	1.05%	03/01/18	-	-	448,902.60	435,000.00	448,902.60
Municipal Bond	1.07%	03/01/18	420,000.00	450,966.60	(420.00)	420,000.00	450,546.60
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,277,986.85	2,169.00	1,205,000.00	1,280,155.85
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,042,640.00	54,080.00	8,000,000.00	8,096,720.00
Municipal Bond	1.20%	03/15/18	-	-	1,199,815.85	1,195,000.00	1,199,815.85
Municipal Bond	1.65%	05/01/18	500,000.00	536,400.00	810.00	500,000.00	537,210.00
Municipal Bond	1.65%	05/01/18	250,000.00	268,200.00	405.00	250,000.00	268,605.00
Municipal Bond	1.16%	05/01/18	280,000.00	285,488.00	1,682.80	280,000.00	287,170.80
Municipal Bond	1.15%	05/01/18	745,000.00	805,672.80	(2,086.00)	745,000.00	803,586.80
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,959,220.00	(131,760.00)	9,000,000.00	9,827,460.00
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,009,244.80	(1,659.20)	2,720,000.00	3,007,585.60
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,011,140.00	14,820.00	2,000,000.00	2,025,960.00
Municipal Bond	1.38%	06/01/18	245,000.00	262,025.05	(161.70)	245,000.00	261,863.35
Municipal Bond	1.65%	07/01/18	225,000.00	226,314.00	702.00	225,000.00	227,016.00
Municipal Bond	1.65%	07/01/18	605,000.00	608,533.20	1,887.60	605,000.00	610,420.80
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,981,504.80	6,146.40	1,970,000.00	1,987,651.20
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,029,200.00	15,600.00	5,000,000.00	5,044,800.00
Municipal Bond	1.20%	08/01/18	450,000.00	451,219.50	3,640.50	450,000.00	454,860.00
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,819,544.10	7,732.20	2,630,000.00	2,827,276.30
Municipal Bond	1.92%	08/15/18	250,000.00	253,647.50	1,270.00	250,000.00	254,917.50
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,304,653.50	2,855.85	1,205,000.00	1,307,509.35
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,633,425.00	11,275.00	2,500,000.00	2,644,700.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,055,100.00	106,400.00	10,000,000.00	10,161,500.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,689,453.50	8,788.50	1,550,000.00	1,698,242.00
Municipal Bond	1.80%	03/01/19	-	-	547,290.00	500,000.00	547,290.00
Municipal Bond	1.45%	04/01/19	-	-	462,249.00	450,000.00	462,249.00
Municipal Bond	1.60%	07/01/19	-	-	5,023,250.00	5,000,000.00	5,023,250.00
Municipal Bond	1.53%	08/15/19	-	-	693,737.50	625,000.00	693,737.50
Municipal Bond	1.70%	08/15/19	-	-	530,905.00	500,000.00	530,905.00
TVA Bond	0.86%	07/18/17	12,632,000.00	13,806,498.10	(100,538.09)	12,632,000.00	13,705,960.01
<b>TOTAL</b>			<b>\$ 486,353,145.55</b>	<b>\$ 496,048,914.28</b>	<b>\$ (48,379,482.00)</b>	<b>\$ 438,578,932.40</b>	<b>\$ 447,669,432.28</b>

<b>Book Value Allocation</b>						
	<b>June 30, 2015</b>		<b>September 30, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>Book Value Change (%)</b>	<b>Change (\$)</b>
General Fund	16.94%	84,000,002.46	12.04%	53,798,660.95	-4.90%	(30,201,341.51)
Debt Service Fund	6.98%	34,639,576.99	0.82%	3,685,637.62	-6.16%	(30,953,939.38)
Capital Projects Funds	33.14%	164,349,689.08	34.29%	153,254,042.93	1.15%	(11,095,646.15)
Enterprise Funds	11.38%	56,452,096.00	16.96%	75,819,116.30	5.58%	19,367,020.30
Special Revenue Funds	16.70%	82,799,249.69	19.39%	86,657,498.33	2.69%	3,858,248.64
Internal Service Funds	13.09%	64,941,051.10	14.88%	66,515,369.05	1.79%	1,574,317.95
Fiduciary Funds	1.85%	9,166,004.54	1.70%	7,578,647.08	-0.15%	(1,587,357.46)
115 Trust	-0.09%	(423,236.77)	-0.08%	(352,653.96)	0.01%	70,582.81
<b>Totals</b>	<b>100.00%</b>	<b>495,924,433.10</b>	<b>100.00%</b>	<b>446,956,318.30</b>		<b>-48,968,114.80</b>

<b>Market Value Allocation</b>						
	<b>June 30, 2015</b>		<b>September 30, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>Market Value Change (%)</b>	<b>Change (\$)</b>
General Fund	16.94%	84,021,087.16	12.04%	53,884,496.13	-4.90%	(30,136,591.03)
Debt Service Fund	6.98%	34,648,271.82	0.82%	3,691,518.01	-6.16%	(30,956,753.80)
Capital Projects Funds	33.14%	164,390,942.22	34.29%	153,498,558.10	1.15%	(10,892,384.13)
Enterprise Funds	11.38%	56,466,265.95	16.96%	75,940,084.88	5.58%	19,473,818.93
Special Revenue Funds	16.70%	82,820,033.00	19.39%	86,795,759.43	2.69%	3,975,726.44
Internal Service Funds	13.09%	64,957,351.85	14.88%	66,621,493.61	1.79%	1,664,141.75
Fiduciary Funds	1.85%	9,168,305.28	1.70%	7,590,738.73	-0.15%	(1,577,566.55)
115 Trust	-0.09%	(423,343.01)	-0.08%	(353,216.62)	0.01%	70,126.39
<b>Totals</b>	<b>100.00%</b>	<b>496,048,914.28</b>	<b>100.00%</b>	<b>447,669,432.28</b>		<b>-48,379,482.00</b>

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		City Manager		
Department Head		P. Jarrell - Special Projects		
Agenda Coordinator (include phone #): <b>M. Martinez - 7122</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the Service Plan and Assessment Plan for the Downtown Plano Public Improvement District as recommended by the Public Improvement District Advisory Board, directing the preparation of a proposed assessment roll for the Public Improvement District, authorizing the City Manager or his designee to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Public Improvement District, and establishing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> This item has no immediate financial impact; however, an agenda item approving the City of Plano's \$50,000 contribution to the Public Improvement District (PID) is expected for consideration by the City Council in December 2015. The City of Plano's PID contribution was included in the 2015-16 General Fund Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approving the governing documents of the Downtown Plano Public Improvement District relates to the City's Goal of Exciting Urban Centers - Destination for Residents and Guests.</p>				
<b>SUMMARY OF ITEM</b>				
Please see attached memo.				
List of Supporting Documents: Memo, Map, Resolution Service Plan, Assessment Plan			Other Departments, Boards, Commissions or Agencies	

**Date:** November 2, 2015

**To:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**From:** Phyllis M. Jarrell, Special Projects Director

**Subject:** Downtown Plano Public Improvement District Update

The Downtown Plano PID is nearing the end of its first year of operation, and City Council approval is required for the Service Plan and Assessment Plan for 2016. Council must also call a public hearing and direct the preparation of an assessment roll, which will be scheduled for consideration in December. The attached resolution addresses these actions.

In 2014, property owners in Downtown Plano petitioned the City Council to create the Downtown Plano Public Improvement District, and the district was formalized in December of that year. Public Improvement Districts are authorized by Chapter 372 of the Texas Local Government Code, and provide a mechanism for property owners to petition a city to create a district for the purpose of providing additional improvements and services in a defined area. Funding for the improvements and services comes from a special assessment paid by property owners and based on a property's taxable value. Examples of improvements and services that can be undertaken through a PID include landscaping, public safety and security, advertising and marketing, special events, and sanitation services. Most of the PID services are carried out by the Historic Downtown Plano Association.

The Service Plan adopted for 2015 included funding for marketing and advertising, events, beautification and sanitation, PID management by HDPA, and safety and security. HDPA engaged an executive director through a contract with the City using PID funds. Other expenditures were for a new website design, regular advertising and promotion of Downtown Plano, and services associated with events such as Steinfest, Chalk It Up and the Long Table on 15<sup>th</sup>.

## **HOW THE PID OPERATES**

Below is a brief overview of how the PID is structured and operates.

### Governance

City Council established an Advisory Board for the PID which consists of all of the property owners and has the responsibility of recommending the Service Plan and Assessment Plan for the PID. Any property owner may designate a representative to serve on the advisory board. An Executive Committee that develops the Service Plan and Assessment Plan is comprised of the three property owners representing the greatest appraised property values, plus five other members elected by the entire advisory board. The Advisory Board also elects a Management Committee (the Executive Committee may serve in this capacity), which meets monthly and administers contracts and approves any PID expenditures of \$5,000 or greater.

### Annual Assessment

The City Council policy for PIDs includes a cap of \$0.15 per \$100 of assessed taxable value for the annual assessment. The annual assessment applies to the taxable value of land and improvements

before heritage tax exemptions. Tax exempt properties in the PID owned by PISD, DART, the Masonic Lodge and City are not assessed. However, the City contributes a minimum of \$50,000 each year to the PID. At the request of the downtown property owners the annual assessment is based on 2014 appraised values for the initial term of the PID. The assessment is recalculated if the property is sold or if improvements greater than \$200,000 in value are made to a property. Since the large multi-family developments in downtown constitute a disproportionate part of the overall assessed value within the PID, their assessment is capped at \$25,000 per project. The City administers and collects the annual assessment, and \$10,000 is budgeted annually to cover the costs of pursuing delinquent accounts.

#### Term of the PID

Chapter 372 requires the development of a Service Plan that covers a period of at least five years; however, the property owners wished to establish an initial term of three years. After three years, the PID can be extended or dissolved through the same petition process required for its creation.

#### **2016 SERVICE PLAN AND ASSESSMENT PLAN**

The Advisory Board's recommended Service Plan uses six broad categories for the services and improvements to be undertaken by the PID. Each category is described further in the notes. The planned services include marketing, advertising, beautification, lighting, events and PID management. \$10,000 is included for the city's administration of the PID. The total 2016 budget is \$200,000, and includes approximately \$61,000 in unspent funds being carried forward from the 2015 budget.

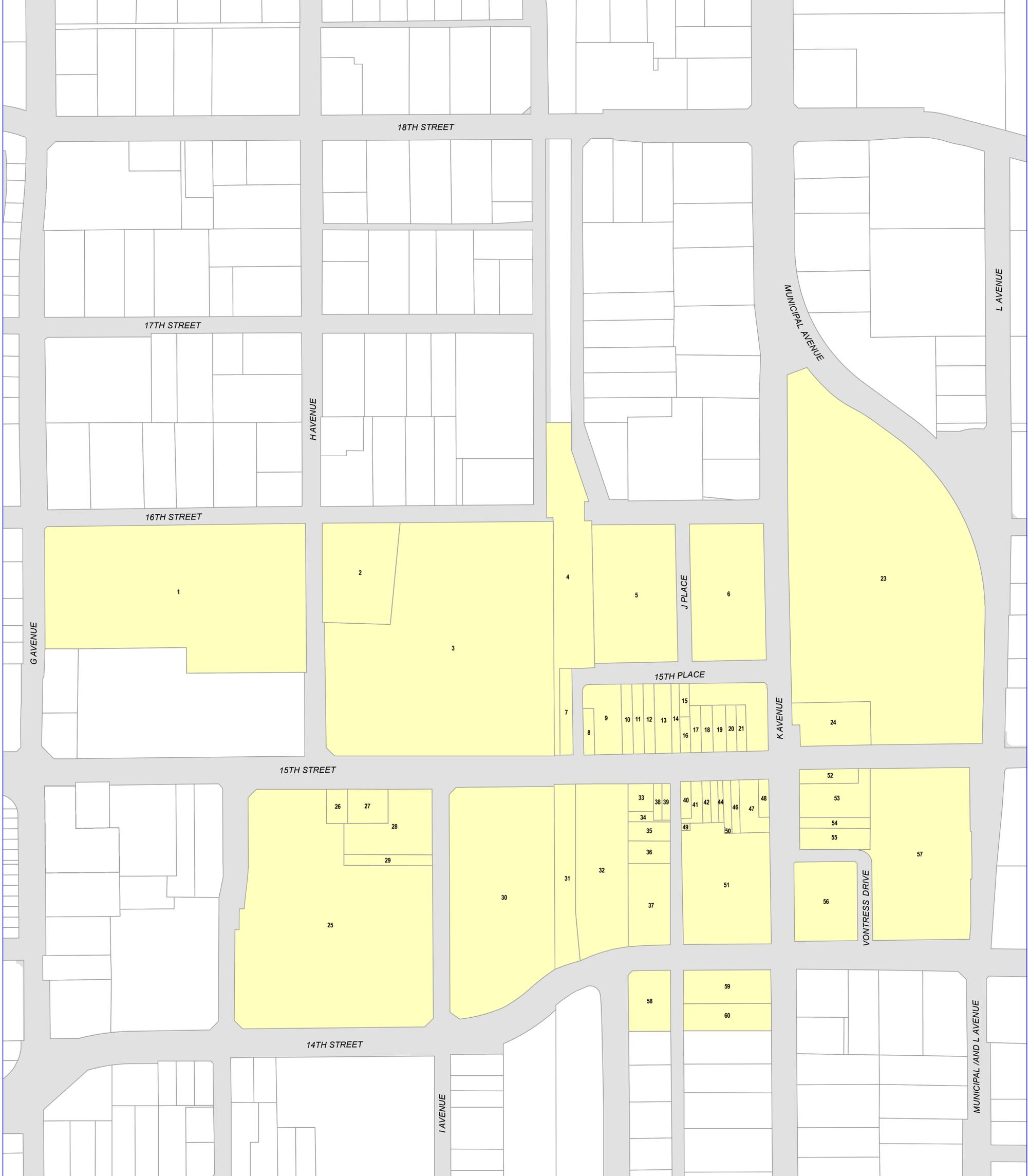
The recommended Assessment Plan lays out the methodology for assessing property owners within the PID in accordance with the City Council's policies, and estimates the amount of funding collected each year through the assessment and with the city's annual contribution. For 2016, the full value of the Junction 15 development is reflected in the assessment. The development hits the assessment cap of \$25,000 in 2016. Future years include the Municipal Center South redevelopment project being added to the tax roll, partially in 2017 and the full value in 2018. Both the Service Plan and Assessment Plan will be updated annually.

#### **NEXT STEPS**

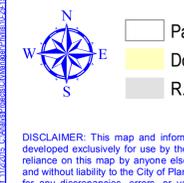
The resolution directs the preparation of the assessment roll, which lists the dollar amount of the PID assessment for each property within the district. The assessment roll will be available in the City Secretary's office for public inspection. A public hearing will be scheduled for the December 14<sup>th</sup> City Council meeting to hear any objections to the assessment roll. At that meeting, the Council will also consider an ordinance to levy the assessments as a special assessment on each property. Collection notices will be sent to property owners after approval of the ordinance.

Please let me know if you have questions or need additional information.

XC: Jack Carr, Assistant City Manager  
Denise Tacke, Finance Director  
Allison Friloux, Controller



Map No.	Ownership	Appraised Value	Site Address	Map No.	Ownership	Appraised Value	Site Address	Map No.	Ownership	Appraised Value	Site Address
1	PLANO ISD	\$ 2,364,904	1509 H AVE	21	FERCHER JOERG W & CATHY A	\$ 176,950	1037 E 15TH ST	43	JSMTX PROPERTIES LLC	\$ 105,063	1018 E 15TH ST
2	PLANO CITY OF	\$ 567,523	902 16TH ST	22	BEDROCK BUILDING LP THE	\$ 1,301,988	1039 E 15TH ST	44	CRH RENTALS LTD	\$ 50,575	1020 E 15TH ST
3	PLANO CITY OF	\$ 922,526	901 E 15TH ST	23	PLANO CITY OF	\$ 16,043,049	1520 K AVE	45	15TH STREET REAL PROPERTY HOLDINGS LLC	\$ 373,250	1022 E 15TH ST
4	DALLAS AREA RAPID TRANSIT	\$ 376,576	SITE ADDRESS NOT ASSIGNED	24	GTE SOUTHWEST INC	\$ 475,797	1508 K AVE	46	JSMTX PROPERTIES LLC	\$ 205,388	1024 E 15TH ST
5	PLANO CITY OF	\$ 1,626,975	1013 15TH PL	25	PLANO CITY OF	\$ -	629 14TH ST	47	SUTTON-1012 LLC	\$ 364,000	1026 E 15TH ST
6	PLANO CITY OF	\$ 1,437,475	1013 15TH PL	26	STICE CHARLES	\$ 48,097	908 E 15TH ST	48	CHADDICK CENTER LEASING OFFICE	\$ 314,250	1032 E 15TH ST
7	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED	27	STICE CHARLES	\$ 178,771	912 E 15TH ST	49	PLANO CITY OF	\$ 8,000	SITE ADDRESS NOT ASSIGNED
8	SCHELL FAMILY TRUST B	\$ 476,913	1001 E 15TH ST	28	STICE CHARLES	\$ 224,151	916 E 15TH ST	50	PLANO CITY OF	\$ 2,156	SITE ADDRESS NOT ASSIGNED
9	MASCOM PROPERTIES LLC	\$ 827,100	1005 E 15TH ST	29	STICE CHARLES	\$ 168,285	1421 I AVE	51	PLANO CITY OF	\$ 843,445	1409 K AVE
10	N A T PROPERTIES LLC	\$ 445,813	1011 E 15TH ST	30	15TH AND I LLC	\$ 25,496,314	930 E 15TH ST	52	PLANO CITY OF	\$ 86,772	1430 K AVE
11	PIERCE FAMILY LIVING TRUST THE	\$ 448,575	1013 E 15TH ST	31	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED	53	LAS BRISAS PROPERTIES INC	\$ 1,333,200	1422-1426 K AVE
12	1015 METROPOLITAN PLANO LTD	\$ 275,563	1015 E 15TH ST	32	PLANO CITY OF	\$ 1,446,175	SITE ADDRESS NOT ASSIGNED	54	PMM ENTERPRISES LLC	\$ 204,763	1418 K AVE
13	MONTGOMERY R MICHAEL & MARY JO	\$ 415,763	1017 E 15TH ST	33	METROPOLITAN MAMMOTH JACK LTD	\$ 419,475	1004 E 15TH ST	55	COPELAND SCOTT	\$ 219,652	1416 K AVE
14	TVG HOLDINGS LLC	\$ 312,825	1021 E 15TH ST	34	HISTORIC PLANO-25 LTD	\$ 267,325	1416 J AVE	56	OLY-IDA EASTSIDE VILLAGE II LP	\$ 5,730,364	1404 VONTRESS ST
15	PLANO CITY OF	\$ 39,204	1020 15TH PL	35	PLANO LODGE 768 AF & AM	\$ 480,300	1414 J AVE	57	OLY-IDA EASTSIDE VILLAGE II LP	\$ 16,141,254	1404 VONTRESS ST
16	ROBERT M F	\$ 207,025	1023 E 15TH ST	36	BRODHEAD FAMILY LIMITED PARTNERSHIP	\$ 374,880	1410 J AVE	58	EASTSIDE 14TH STREET LLC	\$ 3,249,213	1000 14TH ST
17	LAMAN/STARK JV	\$ 235,788	1027 E 15TH ST	37	PLANO CITY OF	\$ 508,451	1400 J AVE	59	PLANO CITY OF	\$ 159,560	1317 K AVE
18	LYNCH ROBERT A	\$ 318,700	1029 E 15TH ST	38	BLACK GOLD PARTNERS LLC	\$ 594,825	1006 E 15TH ST	60	PLANO CITY OF	\$ 135,560	1313 K AVE
19	MKNS LLC	\$ 238,888	1031 E 15TH ST	39	CRIDER LIVING TRUST	\$ 341,263	1008 E 15TH ST		<b>Total Appraised Value</b>	<b>\$ 90,633,655</b>	
20	YOGA DREAM LLC	\$ 176,950	1035 E 15TH ST	40	NEAL FRANKLIN W	\$ 210,125	1010 E 15TH ST				
				41	JSMTX PROPERTIES LLC	\$ 221,825	1012 E 15TH ST				
				42	JSMTX PROPERTIES LLC	\$ 135,088	1016 E 15TH ST				

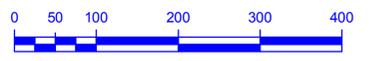


DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.



# CITY OF PLANO Downtown PID

Source: City of Plano, GIS Division  
Date: 11/2/2015



Scale in Feet  
Original: 1" = 104'

**A Resolution of the City of Plano, Texas, approving the Service Plan and Assessment Plan for the Downtown Plano Public Improvement District as recommended by the Public Improvement District Advisory Board, directing the preparation of a proposed assessment roll for the Public Improvement District, authorizing the City Manager or his designee to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Public Improvement District, and establishing an effective date.**

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts in municipalities to finance certain supplemental services and public improvements within a district by means of special assessments levied on real property within the district; and

**WHEREAS**, on October 13, 2014, the City Council approved Resolution No. 2014-10-8(R) authorizing the creation of the Downtown Plano Public Improvement District; and

**WHEREAS**, on October 13, 2014, the City Council also approved Resolution No. 2014-10-9(R), creating an Advisory Board of property owners or their designated representatives and an Executive Committee of the Advisory Board to develop the initial Service Plan and Assessment Plan for the District and subsequent updates; and

**WHEREAS**, the Act requires that City Council annually review and approve the Service Plan and Assessment Plan; and

**WHEREAS**, the Executive Committee of the Advisory Board has developed and recommended a Service Plan and Assessment Plan to the Advisory Board; and

**WHEREAS**, the Advisory Board has met and has approved the Service Plan and Assessment Plan for City Council’s consideration and approval; and

**WHEREAS**, in accordance with the Act, the Service Plan and Assessment Plan covers a period of five (5) years, although the initial term of the District is three (3) years; and

**WHEREAS**, the Act requires the preparation of a proposed assessment roll that states the assessment against each parcel of land within the district, as determined by the method of assessment chosen by the City of Plano; and

**WHEREAS**, the Act further requires the City Council to hold a public hearing, notice of which must be provided in written form to all property owners and published in a newspaper of general circulation in the city, before levying any assessment;

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

**Section I.** That pursuant to the requirements of the Act, the City Council, after being presented with the annual update of the five year Service Plan and Assessment Plan for the District developed by

the Executive Committee of the Advisory Board and approved by the Advisory Board, hereby approves and adopts the Service Plan and Assessment Plan, attached as Exhibits “A” and “B”.

**Section II.** The Advisory Board shall continue to review and update the Service Plan and Assessment Plan annually and present the updated Service Plan and Assessment Plan to the City Council for approval.

**Section III.** The City Council hereby directs the City Manager or his designee to prepare a proposed assessment roll for the District, stating the assessment against each parcel of land in the District, as determined by the method of assessment chosen by the City, and to file the proposed assessment roll with the City Secretary. The proposed assessment roll shall be available for public inspection in accordance with the Act.

**Section IV.** The City Manager or his designee is hereby directed to schedule a public hearing to consider public testimony concerning the proposed assessment roll and to provide notice of the City Council’s intention to consider the proposed assessment roll at the public hearing as prescribed in the Act.

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

**DULY PASSED AND APPROVED** this the 23<sup>rd</sup> day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DOWNTOWN PLANO PID SERVICE PLAN**

Public improvement district revenues generated by assessments and municipal contribution are to be used for the following categorial purposes in accordance with the adopted budget and further directed by the PID Management Committee.

PID funds shall be retained and managed by the City of Plano, except as provided by contract with a non-profit organization.

Service Plan	Item	<b>Budget for Fiscal Year Ending Sept. 30</b>				
		2016	2017	2018	2019	2020
	Marketing/Advertising	\$45,500	\$30,000	\$40,000	\$43,500	\$43,500
	Events	\$57,000	\$50,000	\$50,000	\$55,000	\$55,000
	Beautification/Sanitation	\$25,000	\$11,000	\$10,000	\$10,000	\$10,000
	PID Management	\$52,500	\$40,000	\$40,000	\$42,500	\$42,500
	Safety/Security	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	City Administrative Services	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	<b>Total budget</b>	<b>\$200,000</b>	<b>\$151,000</b>	<b>\$161,000</b>	<b>\$171,000</b>	<b>\$171,000</b>
	 Funds carried to next year	 \$7,248	 \$2,573	 \$2,898	 \$3,225	 \$3,548
	 Administrative services as % of total annual budget	 5.00%	 6.60%	 6.20%	 5.80%	 5.80%

Notes:

Marketing and Advertising – Commercial media advertising, printed material, social media, web-based information and messaging, signs, billboards, banners and souvenirs.

Events – Entertainment, celebrations, support services, equipment/venue charges and fees.

Beautification and Sanitation – landscaping, streetscaping, lighting and other decorative improvements, removal of trash and litter, cleaning of streets and walks.

Safety and Security – Security technology, lighting, valet parking and personnel.

Management – Services and costs related to coordinating and administering the PID program and budget by persons and organizations other than the city.

City Administrative Services – Contract services related to assessment administration and collection.

**DOWNTOWN PLANO PID ASSESSMENT PLAN**

Notes and assumptions:

The PID petition provides a sunset after three years unless the PID is renewed by a subsequent petition. The Texas Local Government Code requires a service plan to cover at least five years. Years four and five are thus contingencies, without relevance unless the PID is renewed and annual budgets are subsequently approved. Assessments will be set annually by the Plano City Council, upon recommendation from a PID advisory board, but may not exceed \$0.15 per \$100. No owner may be assessed for more than \$25,000 in any year per development project.

Annual assessments will be based on 2014 real property appraisals by the Collin Central Appraisal District or as further limited by the Plano City Council.

The 2014 appraised value cap remains in place unless there is a change in ownership or \$200,000 or more in improvements are made to the property.

The Junction 15 project is projected to add an incremental \$5.5 million of taxable value to the 2016 appraisal roll to reach the \$25,000 cap.

The Municipal Center South redevelopment is projected to add an incremental \$10,000,000 of taxable value to the 2016 appraisal roll and \$6.6 million in 2017 to reach the \$25,000 cap.

The City of Plano will pay at minimum \$50,000 annually to the PID fund in lieu of other assessment.

The assessment and service plan will be reviewed and approved annually as consistent with the PID designation petition and relevant law.

Owners may elect to prepay estimated future assessments. This assessment plan/service plan does not reflect revenue or expenditures related to pre-payments.

Assessment Plan	Year of Valuation and Levy				
	2015	2016	2017	2018	2019
Estimated appraisals for Jan. 1,					
PID revenue received in fiscal year ending Sept. 30,	2016	2017	2018	2019	2020
2014 appraised real property value liable for assessment	\$58,635,295	\$58,635,295	\$58,635,295	\$58,635,295	\$58,635,295
Additional appraisals liable for assessment after 2014					
Junction 15 (estimated)	\$5,581,674	\$5,581,674	\$5,581,674	\$5,581,674	\$5,581,674
Municipal Center South site (estimated)	0	0	\$10,000,000	\$16,666,667	\$16,666,667
Adjusted basis for assessment	\$64,216,969	\$64,216,969	\$74,216,969	\$80,883,636	\$80,883,636
PID assessment @ \$0.15 per \$100 of value	\$96,325	\$96,325	\$111,325	\$121,325	\$121,325
Minimum City payment in lieu of assessment	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Anticipated total PID assessments and City payments	\$146,325	\$146,325	\$161,325	\$171,325	\$171,325
Cash balance carried forward from prior year	\$60,923	\$7,248	\$2,573	\$2,898	\$3,223
Total funds available	\$207,248	\$153,573	\$163,898	\$174,223	\$174,548



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Toshia Kimball x 7479</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the form of a Certificate of Formation for the Plano Improvement Corporation and authorizing the City Manager to execute and file said Certificate with the Secretary of State; authorizing the City Manager to negotiate and execute a purchase and sale agreement with the Plano Improvement Corporation pursuant to Texas Local Government Code Section 272.001(b)(4) for sale and development as required by the City of 1.09± acres of land described in Exhibit "B" hereto for the subsequent resale to SWC Tollway &amp; 121, LLC, and assigns; authorizing the City Manager to negotiate and execute the termination of the Lease Agreement by and between the City of Plano, Texas and SWC Tollway &amp; 121, LLC dated April 21, 2015; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Approving the Resolution for the Certificate of Formation for the Plano Improvement Corporation relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Request to approve the form of a Certificate of Formation for the Plano Improvement Corporation.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Certificate of Formation				
Metes and Bounds				

**A Resolution of the City of Plano, Texas, approving the form of a Certificate of Formation for the Plano Improvement Corporation and authorizing the City Manager to execute and file said Certificate with the Secretary of State; authorizing the City Manager to negotiate and execute a purchase and sale agreement with the Plano Improvement Corporation pursuant to Texas Local Government Code Section 272.001(b)(4) for sale and development as required by the City of 1.09± acres of land described in Exhibit “B” hereto for the subsequent resale to SWC Tollway & 121, LLC, and assigns; authorizing the City Manager to negotiate and execute the termination of the Lease Agreement by and between the City of Plano, Texas and SWC Tollway & 121, LLC dated April 21, 2015; and providing an effective date.**

**WHEREAS**, the City desires to create an independent foundation for the purpose of the transfer of land and improvements that the City wants developed pursuant to Tex. Loc. Gov’t Code §272.001(b)(4); and

**WHEREAS**, the City Council finds it in the best interest of the City to develop and sell 1.09± acres of land described in Exhibit “B” hereto by transferring the land to the independent foundation for the subsequent resale to SWC Tollway & 121, LLC, and assigns;

**WHEREAS**, from time to time, owners of real and/or personal property, including both individuals as well as charitable corporations, foundations, and similar entities, desire to donate such property to the City of Plano to further the charitable purposes of the person or entity and to benefit the residents of the City; and

**WHEREAS**, on occasion, state or federal law, or the documents governing an entity desiring to make a donation to the City, require such donations to be made to a non-profit entity eligible to carry out the functions of a charitable organization as defined in Section 501(c) of the Internal Revenue Code; and

**WHEREAS**, an independent foundation can accomplish all of the purposes outlined above and the City Council finds it is in the best interest of the City that a non-profit corporation be created as the Plano Improvement Corporation to accomplish the purposes as further outlined in Exhibit “A” attached hereto.

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

**Section I.** The City Council of the City of Plano, Texas, hereby finds and determines that it is advisable to form a non-profit corporation to be known as the “Plano Improvement Corporation” (“the Corporation”) pursuant to the Texas Nonprofit Corporation Law (i.e. Chapters 20 and 22 of the Texas Business Organizations Code, as amended).

**Section II.** The City Manager is hereby authorized to execute and file with the Texas Secretary of State a Certificate of Formation substantially in the form set forth in Exhibit “A,” attached hereto and incorporated herein by reference, and to perform such additional acts and prepare, execute, and file such additional documents as necessary to cause the formation for the Corporation.

**Section III.** Upon the formation of the Corporation and concurrent with or following the Corporation's organizational meeting, the City Manager or designee is authorized to negotiate and execute on behalf of the City a purchase and sale agreement pursuant to Tex. Loc. Govt. Code §272.001(b)(4) with the Corporation for sale and development as required by the City of 1.09± acres of land described in Exhibit "B" attached hereto and incorporated herein by reference ("the Property") for the subsequent resale to the Corporation to SWC Tollway & 121, LLC, and assigns. The City Manager, or designee is further authorized to prepare and execute such other documents and instruments deemed reasonable and necessary by the City Manager after consultation with the City Attorney to close such transaction, including the termination of that certain Lease Agreement by and between the City of Plano, Texas and SWC Tollway & 121, LLC, dated April 21, 2015.

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

**DULY PASSED AND APPROVED** this 23rd day of November, 2015.

---

Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**CERTIFICATE OF FORMATION  
OF  
PLANO IMPROVEMENT CORPORATION**

**Article I  
Entity Name**

The name of the entity being formed is **PLANO IMPROVEMENT CORPORATION** (“the Corporation”).

**Article II  
Type of Entity**

The Corporation is a nonprofit corporation.

**Article III  
Purpose and Authority**

**3.01** The Corporation is organized for any lawful purpose or purposes not expressly prohibited under Sections 2.001 et seq. or 22.001 et seq. of the Texas Business Organizations Code, including, but not limited to aiding, assisting, and acting on behalf of the City of Plano in the performance of its governmental functions to promote the common good and general welfare of the City of Plano (“City”).

**3.02** The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Texas Nonprofit Corporation Law (i.e., Tex. Bus. Org. Code Chapters 20 and 22 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

**3.03** The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of each of the Cities or as otherwise allowed by the Bylaws.

**3.04** In addition to the foregoing purposes, the Corporation is established to:

- A. Perform charitable activities within the meaning of the Internal Revenue Code § 501(c)(3) and Texas Tax Code §11.18(c);

- B. Accept land, bequests, and other donations to further the purposes of the Corporation;
- C. Take, accept, hold, manage, and acquire by bequest, devise, gift or purchase donations of monies and any property, real, personal or mixed, whether tangible or intangible;
- D. Transfer and convey, whether by grant, gift, donation, or sale, any such funds or property to or for the benefit of the City
- E. Act as independent foundation for the City for the purpose of the transfer of land and improvements that the City wants developed pursuant to Tex. Loc. Gov't Code §272.001(b)(4), as amended; and
- F. Provide management, support and assistance to the non-profit associations, corporations and organizations that promote, sponsor, and further municipal parks and recreational facilities and activities within the City.

**Article IV**  
**Registered Agent and Registered Office**

The initial registered agent of the Corporation is Denise Tacke. The street address for the initial registered office of the initial registered agent is 1520 K Avenue, Suite 340, Plano, Collin County, Texas 75074.

**Article V**  
**Management**

**5.01** The management of the affairs of the Corporation is vested in a board of three (3) directors appointed by the City Council of the City of Plano, Texas, and shall consist of the City Manager of the City of Plano, Texas, the Director of Finance for the City of Plano, Texas, and either (i) the Deputy City Manager of the City of Plano, Texas, or (ii) in the absence of or the non-existence of the position of Deputy City Manager of the City of Plano, Texas, then an Assistant City Manager of the City of Plano, Texas. Any director who ceases to hold the respective required office or position described above shall immediately be ineligible to hold office as a director of the Corporation, and shall be deemed to have resigned on the date such person ceases to be qualified to be such director. The Bylaws will provide the duties, terms, and other matters relating to the Board of Directors.

**5.02** The initial Board of Directors and the names and addresses of the persons who are to serve as the Board of Directors of the Corporation until their successors are elected or qualified are as follows:

**Names of Directors**

**Addresses of Directors**

Bruce D. Glasscock

1520 K Avenue, Plano, Texas 75074

Denise Tacke

1520 K Avenue, Plano, Texas 75074

Mark Israelson

1520 K Avenue, Plano, Texas 75074

**5.03** The Board of Directors shall establish and adopt Bylaws in compliance and not in conflict with this Certificate of Formation and the Texas Nonprofit Corporation Law establishing policies and procedures for the governance of the Corporation and the operations of the Board. The Bylaws and any amendments thereto shall not be effective unless and until approved by the City Council of the City of Plano, Texas.

**Article VI  
Members**

The Corporation has no members.

**Article VII  
Organizer**

The name and street address of the organizer of this nonprofit corporation is Bruce Glasscock, City Manager of the City of Plano, Texas, whose address is 1520 K Avenue, Plano, Collin County, Texas 75074.

**Article VIII  
Duration**

The duration of the corporation is perpetual.

**ARTICLE IX  
Director Liability**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director’s capacity as a Director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director’s office, or (iii) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

**ARTICLE X**  
**Indemnification of Directors and Officers**

**10.01** *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article X and the Bylaws of the Corporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a “proceeding”), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys’ fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article X shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article X shall be deemed contract rights, and no amendment, modification or repeal of this Article X shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article X could involve indemnification for negligence or under theories of strict liability.

**10.02** *Advance Payment.* The right to indemnification conferred in this Article X shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 10.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person’s ultimate entitlement to indemnification, provided; however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article X and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article X or otherwise.

**10.03** *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article X shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 10.01, above, may have or hereafter acquire under any law (common or statutory), provision of this Certificate of Formation or the Bylaws of the Corporation, agreement, or vote of disinterested Directors or otherwise.

**10.04** *Insurance.* The Corporation may purchase and maintain insurance, at its expense to protect itself and any person who is or was serving as a Director, officer, employee or agent of

the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article X.

**10.05 Savings Clause.** If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article X as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **ARTICLE XI**

### **Limits on Use of Corporate Assets**

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the Corporation shall not: (a) permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; or (d) attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. No part of the Corporation's income shall inure to the benefit of any private interests.

## **ARTICLE XII**

### **Corporation as Private Foundation**

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

**Article XIII.  
Winding Up and Dissolution**

After all liabilities and obligations of the Corporation in the process of winding up are paid, satisfied, and discharged in accordance with Tex. Bus. Org. Code §11.053, the property of the Corporation shall be applied and distributed as follows:

(a) Property held by the Corporation on a condition requiring return, transfer, or conveyance because of the winding up or termination shall be returned, transferred, or conveyed in accordance with that requirement; and

(b) All remaining assets shall be distributed to the City of Plano, Texas, to be used for tax-exempt purposes to the benefit of one or more organizations that are exempt under Section 501(c)(3), Internal Revenue Code, or described by Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted under Chapter 22 of the Texas Business Organizations Code.

No winding up or dissolution of the Corporation shall occur prior to approval of a plan of distribution by the Board of Directors and the City Council of the City of Plano, Texas.

**Article XIV  
Amendments**

This Certificate of Formation may not be changed or amended unless first approved by motion or resolution adopted by the City Council of the City of Plano, Texas.

**Article XV  
Effective Date**

This Certificate of Formation shall be effective upon filing of this certificate with the Secretary of State's office as required by Sections 4.001 et seq. of the Texas Business Organization Code.

*(remainder of page intentionally blank)*

### **Execution Certificate**

The undersigned affirms that the person designated as Registered Agent has consented to the appointment. The undersigned signs this Certificate of Formation subject to the penalties imposed by law for the submission of materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Signed this \_\_\_\_ day of November, 2015.

---

Bruce D. Glasscock, Organizer  
1520 K Avenue  
Plano, Texas 75074

**BEING** a tract of land situated in the J.C. Barrow Survey, Abstract No. 90, the H.N. Thompson Survey, Abstract No. 896 and the Garland Martin survey Abstract No. 662, City of Plano, Collin County, Texas, being all of Lots 1 and 2, Block B of Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R, Block B and Lots 1 and 2, Block E, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2015, Page 63, Map Records, Collin County, Texas and being part of called described in Limited General Warranty Deed, to SWC Tollway & 121 LLC, recorded in Instrument Number 20140205000109390, Official Public Records, Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for the north corner of a corner clip at the intersection of the east right-of-way line of Leadership Drive (110' ROW) and the south right-of-way of State Highway 121 (variable width ROW);

**THENCE** with the south right-of-way line, North  $71^{\circ}34'10''$  East, a distance of 2143.80 feet to a point for corner;

**THENCE** leaving said west right-of-way line, South  $63^{\circ}25'53''$  East, a distance of 35.23 feet to a point for corner in the west right-of-way line of Communication Parkway (92' ROW);

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South  $18^{\circ}13'53''$  East, a distance of 90.92 feet to a point at the beginning of a tangent curve to the right having a central angle of  $17^{\circ}45'10''$ , a radius of 654.00 feet, a chord bearing and distance of South  $9^{\circ}21'18''$  East, 201.83 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 202.64 feet to a point for corner;

South  $0^{\circ}28'43''$  East, a distance of 986.23 feet to a point at the beginning of a tangent curve to the right having a central angle of  $12^{\circ}02'26''$ , a radius of 238.00 feet, a chord bearing and distance of South  $5^{\circ}32'30''$  West, 49.92 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 50.02 feet to a point at the beginning of a reverse curve to the left having a central angle of  $12^{\circ}02'26''$ , a radius of 262.00 feet, a chord bearing and distance of South  $5^{\circ}32'30''$  West, 54.96 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 55.06 feet to a point for corner;

South  $0^{\circ}28'43''$  East, a distance of 94.20 feet to a point at the beginning of a tangent curve to the right having a central angle of  $104^{\circ}30'48''$ , a radius of 105.00 feet, a chord bearing and distance of South  $51^{\circ}46'41''$  West, 166.06 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 191.53 feet to a point in the north right-of-way line of Headquarters Drive (variable width ROW) for the beginning of a compound curve to the right having a central angle of  $21^{\circ}44'23''$ , a radius of 870.00 feet, a chord bearing and distance of North  $65^{\circ}05'43''$  West, 328.13 feet;

**THENCE** with said north right-of-way line, the following courses and distances to wit:

In a northwesterly direction, with said curve to the right, an arc distance of 330.10 feet to a point at the beginning of a reverse curve to the left having a central angle of  $68^{\circ}41'37''$ ,

a radius of 1212.43 feet, a chord bearing and distance of North 88°34'20" West, 1368.11 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 1453.62 feet to a point for corner;

South 57°12'08" West, a distance of 16.51 feet to a point for corner;

North 77°52'30" West, a distance of 35.40 feet to a point for corner in the east right-of-way line of said Leadership Drive;

**THENCE** with said east right-of-way line, the following course and distances to wit:

North 32°57'07" West, a distance of 23.72 feet to a point at the beginning of a tangent curve to the right having a central angle of 13°44'23", a radius of 1445.00 feet, a chord bearing and distance of North 26°04'56" West, 345.69 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 346.52 feet to a point for corner;

North 19°12'44" West, a distance of 400.66 feet to a point for corner;

North 26°10'43" East, a distance of 35.11 feet to the **POINT OF BEGINNING** and containing 48.68 acres of land.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		City Secretary		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Voting on members to the CCCAD Board relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This item will provide for the casting of the City of Plano ballot for the election of members to the Collin County Central Appraisal District Board of Directors. The City of Plano has 334 votes to cast.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Exhibit A				

**A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

**WHEREAS**, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to cast its vote.

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

**Section I.** The City Council authorizes Mayor Harry LaRosiliere to cast the ballot for the City of Plano as follows:

---

**Section II.** The official ballot of the Central Appraisal District of Collin County is attached hereto and made a part hereof Exhibit "A."

**Section III.** This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2015.

**DULY PASSED AND APPROVED THIS THE 23rd DAY OF NOVEMBER, 2015.**

---

Harry LaRosiliere, MAYOR

ATTEST:

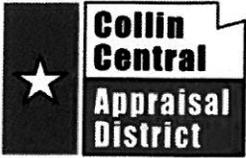
---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



# Collin Central Appraisal District

## OFFICIAL BALLOT

ISSUED TO: **City of Plano**

NUMBER OF VOTES: **334**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM  
BEGINNING JANUARY 1, 2016.**

EARNEST BURKE \_\_\_\_\_ VOTES

RONALD CARLISLE \_\_\_\_\_ VOTES

WAYNE MAYO \_\_\_\_\_ VOTES

MICHAEL A. PIREK \_\_\_\_\_ VOTES

JOHN POLITZ \_\_\_\_\_ VOTES

GARY RODENBAUGH \_\_\_\_\_ VOTES

October 29, 2015

  
\_\_\_\_\_  
Bo Daffin, Chief Appraiser

---

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2015.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/23/15		
Department:		City Secretary Department		
Department Head		Lisa C. Henderson		
Agenda Coordinator (include phone #): <b>Alice D. Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Voting on members to the Denton Central Appraisal District relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This item will provide for the casting of the City of Plano ballot for the election of members to the Denton Central Appraisal District Board of Directors. Although the City of Plano did not bring forward a nomination for the Denton Central Appraisal District, a resolution casting the City's ballot for the board is requested. Based on information received from the appraisal district, the City of Plano has 16 votes to cast.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
DCAD Letter Resolution Exhibit A				



# DENTON CENTRAL APPRAISAL DISTRICT

3911 MORSE STREET, P O BOX 2816  
DENTON, TEXAS 76202-2816

RECEIVED  
*BB*  
OCT 26 2015

MEMO

CITY MANAGER'S OFFICE

TO: All Taxing Jurisdictions  
FROM: Rudy Durham, Chief Appraiser  
DATE: October 23, 2015  
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Scott Brown	Lewisville ISD
2. Rod Collver	City of Lake Dallas
3. Tina Curfman	City of Lake Dallas
4. Danny Everett	City of Lake Dallas
5. Kevin Falconer	City of Carrollton
6. Michelle French*	City of Lewisville
7. Robert Gallagher	Denton County
8. Matthew Haines	Town of Shady Shores
9. Mike Hassett	Lewisville ISD
10. Brenda Latham	Lewisville ISD, Town of Trophy Club, City of Lewisville
11. David Loerwald	Carrollton-Farmers Branch ISD
12. John Mahalik*	Town of Trophy Club, Frisco ISD
13. Phillip Marquez	City of Lake Dallas
14. Connie Smith	Lewisville ISD, Town of Trophy Club, City of Lewisville
15. Charles Stafford	Denton ISD, City of Denton, Town of Trophy Club, City of Lewisville
16. David Terre	City of Denton, Lewisville ISD, City of The Colony, Town of Trophy Club, City of Lewisville
17. Heath Winnett	City of Lake Dallas

\*John Mahalik has indicated that he does not want to be reappointed to the Board of Directors and Michelle French has indicated that she prefers to remain an ex-officio member.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

**DENTON CENTRAL APPRAISAL DISTRICT  
2015 DISTRIBUTION OF VOTES**

<b>JURISDICTIONS</b>		<b>2014 LEVY</b>	<b>%OF TOTAL LEVIES</b>	<b>NUMBER OF VOTES</b>
<b>SCHOOL DISTRICTS:</b>				
S01	ARGYLE ISD	18,801,309.57	1.3458%	67
S02	AUBREY ISD	9,920,938.33	0.7101%	36
S03	CARROLLTON-FB ISD	40,023,899.89	2.8649%	142
S04	CELINA ISD	325,442.36	0.0233%	1
S05	DENTON ISD	183,021,464.42	13.1005%	654
S15	ERA ISD	2,643.48	0.0002%	1
S06	FRISCO ISD	92,760,421.77	6.6397%	332
S07	KRUM ISD	11,743,505.34	0.8406%	42
S08	LAKE DALLAS ISD	22,689,193.06	1.6241%	81
S09	LEWISVILLE ISD	401,041,125.00	28.7062%	1434
S10	LITTLE ELM ISD	36,337,787.05	2.6010%	130
S11	NORTHWEST ISD	82,343,878.92	5.8941%	294
S12	PILOT POINT ISD	6,386,745.62	0.4572%	23
S13	PONDER ISD	10,548,307.15	0.7550%	38
S17	PROSPER ISD	1,453,625.32	0.1040%	5
S14	SANGER ISD	10,917,871.81	0.7815%	39
S16	SLIDELL ISD	830,706.78	0.0595%	3
<b>SCHOOL DISTRICTS TOTALS</b>		<b>\$929,148,865.87</b>	<b>66.508%</b>	<b>3322</b>
G01	DENTON COUNTY	\$174,365,271.44	12.48%	623
<b>CITIES:</b>				
C26	TOWN OF ARGYLE.....	1,815,454.19	0.1299%	7
C01	CITY OF AUBREY.....	861,461.33	0.0617%	3
C31	TOWN OF BARTONVILLE..	507,555.69	0.0363%	2
C02	CITY OF CARROLLTON	31,836,174.01	2.2788%	113
C49	CITY OF CELINA.....	4,263.52	0.0003%	1
C03	CITY OF THE COLONY...	17,817,583.31	1.2754%	64
C21	TOWN OF COPPELL	806,720.73	0.0577%	3
C27	TOWN OF COPPER CANYON	560,758.23	0.0401%	2
C04	CITY OF CORINTH.....	9,159,001.96	0.6556%	33
C47	CITY OF CORRAL CITY	11,017.31	0.0008%	1
C20	CITY OF DALLAS.....	8,691,816.17	0.6222%	31
C05	CITY OF DENTON.....	54,412,506.17	3.8948%	192
C42	CITY OF DISH.....	77,697.61	0.0056%	1
C30	TOWN OF DOUBLE OAK...	829,829.97	0.0594%	3
C07	TOWN OF FLOWER MOUND.	34,261,080.62	2.4524%	123
C36	CITY OF FORT WORTH.....	9,742,096.94	0.6973%	35
C32	CITY OF FRISCO.....	31,660,659.49	2.2662%	113
C39	CITY OF GRAPEVINE.....	280.09	0.0000%	1
C22	TOWN OF HACKBERRY....	103,685.94	0.0074%	1
C38	CITY OF HASLET.....	9,951.38	0.0007%	1
C19	TOWN OF HICKORY CREEK....	1,414,544.68	0.1013%	5
C08	CITY OF HIGHLAND VILLAGE.....	10,267,505.98	0.7349%	37
C09	CITY OF JUSTIN.....	1,578,203.21	0.1130%	6
C18	CITY OF KRUGERVILLE..	414,492.77	0.0297%	1
C10	CITY OF KRUM.....	1,619,817.82	0.1159%	6
C11	CITY OF LAKE DALLAS..	2,485,244.95	0.1779%	9
C25	CITY OF LAKEWOOD VILLAGE.....	232,757.88	0.0167%	1
C12	CITY OF LEWISVILLE...	33,883,151.22	2.4253%	120
C13	TOWN OF LITTLE ELM...	13,601,601.88	0.9736%	49
C33	TOWN OF NORTHLAKE....	751,604.76	0.0538%	3
C24	CITY OF OAK POINT....	1,627,926.72	0.1165%	6
C14	CITY OF PILOT POINT..	1,368,792.79	0.0980%	5
C29	CITY OF PLANO.....	4,460,055.39	0.3192%	16
C15	TOWN OF PONDER.....	567,978.69	0.0407%	2
C48	CITY OF PROSPER	362,218.93	0.0259%	1
C17	CITY OF ROANOKE.....	5,253,028.87	0.3760%	19
C16	CITY OF SANGER.....	2,965,119.05	0.2122%	11
C34	TOWN OF SHADY SHORES	723,392.33	0.0518%	3
C37	CITY OF SOUTHLAKE.....	575,949.97	0.0412%	2
C28	CITY OF TROPHY CLUB..	6,216,540.78	0.4450%	22
C44	CITY OF WESTLAKE	1,367.08	0.0001%	1
<b>CITY TOTAL</b>		<b>\$293,540,890.41</b>	<b>21.01%</b>	<b>1055</b>
<b>TOTAL ALL JURISDICTIONS</b>		<b>\$1,397,055,027.72</b>	<b>100.00%</b>	<b>5000</b>

**A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Denton Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

**WHEREAS**, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person(s) to whom it wishes to cast its vote.

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

**Section I.** The City Council authorizes Mayor Harry LaRosiliere to cast the ballot for the City of Plano as follows:

_____	_____
_____	_____
_____	_____

**Section II.** The candidates for the Central Appraisal District of Denton County is attached hereto and made a part hereof Exhibit "A."

**Section III.** This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2015.

**DULY PASSED AND APPROVED THIS THE 23rd DAY OF NOVEMBER, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



# DENTON CENTRAL APPRAISAL DISTRICT

3911 MORSE STREET, P O BOX 2816  
DENTON, TEXAS 76202-2816

RECEIVED  
*BS*  
OCT 26 2015

MEMO

CITY MANAGER'S OFFICE

TO: All Taxing Jurisdictions  
FROM: Rudy Durham, Chief Appraiser  
DATE: October 23, 2015  
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Scott Brown	Lewisville ISD
2. Rod Collver	City of Lake Dallas
3. Tina Curfman	City of Lake Dallas
4. Danny Everett	City of Lake Dallas
5. Kevin Falconer	City of Carrollton
6. Michelle French*	City of Lewisville
7. Robert Gallagher	Denton County
8. Matthew Haines	Town of Shady Shores
9. Mike Hassett	Lewisville ISD
10. Brenda Latham	Lewisville ISD, Town of Trophy Club, City of Lewisville
11. David Loerwald	Carrollton-Farmers Branch ISD
12. John Mahalik*	Town of Trophy Club, Frisco ISD
13. Phillip Marquez	City of Lake Dallas
14. Connie Smith	Lewisville ISD, Town of Trophy Club, City of Lewisville
15. Charles Stafford	Denton ISD, City of Denton, Town of Trophy Club, City of Lewisville
16. David Terre	City of Denton, Lewisville ISD, City of The Colony, Town of Trophy Club, City of Lewisville
17. Heath Winnett	City of Lake Dallas

\*John Mahalik has indicated that he does not want to be reappointed to the Board of Directors and Michelle French has indicated that she prefers to remain an ex-officio member.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.