



CITY COUNCIL

1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers

DATE: August 13, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Todd Baughman, Adult Ministry Pastor - Chase Oaks Church, Legacy Campus

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Boys and Girls Clubs of Collin County Plano

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.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: Plano Police Public Information Officer David Tilley has been named one of Nextdoor's 2018 Neighborhood Champions in Law Enforcement. **Presented**

Presentation: Plano Police Officer Coy Clements is being recognized for his actions that recently saved a 19 month old who was choking on a toy. **Presented**

COMMENTS OF PUBLIC INTEREST

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.

CONSENT AGENDA

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.

Approval of Minutes

- (a) July 23, 2018 **Approved**
July 25, 2018 **Approved**
August 2, 2018 **Approved**

Approval of Expenditures

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

- (b) RFB No. 2018-0322-B for six (6) one-ton utility body pickup trucks for Fleet Services to be utilized by various City Departments to Randall Reed's Prestige Ford in the amount of \$234,018; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2018-0323-B for respirators and associated equipment for the Police Department to Aramsco, Inc. in the amount of \$50,507; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2018-0392-B for the Tom Muehlenbeck Recreation Center Flooring Replacement to One Source Commercial Flooring, Inc. in the amount of \$63,357; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2018-0373-B for Data Center Emergency Ventilation to DMI Corp., Decker Mechanical in the amount of \$136,150; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2018-0370-B for the Tom Muehlenbeck Recreation Center Shower Renovations to Mox-E Creative, Inc. in the amount of \$336,017; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) RFB No. 2018-0416-B for Plano Park Addition Alley Reconstruction to RBR Infrastructure & Road, LLC in the amount of \$987,305; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) RFB No. 2018-0409-B for Park Forest North and Russell Creek Water Rehabilitation to KIK Underground, LLC in the amount of \$3,003,772; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (i) To approve the purchase of Adobe Enterprise License, Maintenance and Support for Technology Services for one (1) year plus two (2), one-year City optional renewals, in the estimated annual amount of \$77,732 from Insight Public Sector, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-4052) **Approved**
- (j) To approve the purchase of four (4) Rosenbauer Commander Pumpers for Fleet Services to be utilized by Fire-Rescue in the amount of \$2,920,844 from DACO Fire Equipment Inc. through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-17) **Approved**

Approval of Contract Modification

- (k) To approve an increase to the current awarded contract amount of \$109,990 by \$116,205, for a new total contract amount of \$226,195, for the Senior Center Roof Replacement from Shoemake Holdings, Inc. DBA Premiere Roofing; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Contract No. 2018-0007-B) **Approved**
- (l) To approve an increase to the current awarded contract amount of \$7,264,079 by \$386,080, for a total contract amount of \$7,650,159, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Project No. 6626) **Approved**

Approval of Change Order

- (m) To approve an increase to the current awarded contract amount of \$7,082,894 by \$181,185, for a total contract amount of \$7,264,079, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Change Order No. 1; Project No. 6626) **Approved**

Approval of Expenditure

- (n) To approve an expenditure in the amount of \$2,800,000 for the purchase of real property located at 777 15th Street from 777 Building Partnership; and authorizing the City Manager to execute all necessary documents. **Approved**
- (o) To approve an expenditure for Omni-Directional Siren Installation and Replacement contract in the estimated amount of \$385,491 from American Communications for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**
- (p) To ratify an expenditure in the amount of \$63,793 for replacement of one (1) John Deere 6110M Open Operator Station Tractor from United Ag and Turf for Fleet Services to be utilized by Sports Turf Maintenance Services; and authorizing the City Manager to execute all necessary documents. **Approved**

- (q) To approve an expenditure for Holmatro Cutter and Spreader tools in the amount of \$134,915 from Metro Fire Apparatus Specialists, Inc. for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. **Approved**
- (r) To approve an expenditure for the construction of Windhaven Meadows Park in the amount of \$10,501,806 from CORE Construction Services of Texas, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**
- (s) To approve an expenditure for Upgrade of Aclara Data Collector Units in the amount of \$313,937 from Aclara Technologies LLC for Customer & Utility Services Division; and authorizing the City Manager to execute all necessary documents. **Approved**
- (t) To approve an expenditure for engineering design related services in the amount of \$109,900 from Spiars Engineering, Inc. for Downtown Parking Lots; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (u) To approve an Interlocal Agreement with the City of Plano, Texas, and the City of Allen, Texas, for a household hazardous waste recycling and reuse program; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said agreement and providing required information. **Approved**
- (v) To approve a Development Agreement between the City of Plano, Texas and TB Plano 1 LLC for the Plano Marine Development Project; and authorizing the City Manager to execute all necessary documents. **Approved**
- (w) To approve an Interlocal Agreement between City of Plano and Dallas Area Rapid Transit for the Cotton Belt Corridor Regional Rail Project; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Policy/Plan

- (x) To approve revised actuarial assumptions and revised investment policy for the Retirement Security Plan to take effect August 13, 2018. **Approved**

Adoption of Resolutions

- (y) **Resolution No. 2018-8-1(R):** To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date. **Adopted**

Adoption of Ordinances

- (z) **Ordinance No. 2018-8-2:** To transfer the sum of \$274,000 from the DART Local Assistance Program Fund Unappropriated fund balance to the DART Local Assistance Program Fund Appropriation for fiscal year 2017-18 for the purpose of providing funding for the J Avenue Parking project, amending the Community Investment Program of the City adopted by Ordinance No. 2017-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. **Adopted**

- (aa) **Ordinance No. 2018-8-3:** To amend Section 12-73 of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective time and the boundaries of the 20 mph school zone on Parker Road from a point 540 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**
- (ab) **Ordinance No. 2018-8-4:** To amend Section 12-73(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal the 20 mph school zone on Merriman Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**
- (ac) **Ordinance No. 2018-8-5:** To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of National Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

- (1) **Public Hearing and adoption of Ordinance No. 2018-8-6** as requested in Zoning Case 2018-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 2.2 acres of land located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Amberwood Duplexes, LLC **Conducted and Adopted**
- (2) Public Hearing on the FY 2018-19 Recommended Budget and the FY 2018-19 Proposed Community Investment Program (CIP). **Conducted**

- (3) Discussion and Direction re Proposed Ad Valorem Tax Rate. **Council direction: not higher than 46.03 tax rate per \$100 of appraised value**
- (4) **Resolution No. 2018-8-7(R):** To accept the Certified Appraisal Rolls for Fiscal Year 2018-19 for Collin County and Denton County, and providing an effective date.
Adopted
- (5) Discussion of the Proposed FY 2018-19 Community Investment Program.
Discussion held

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.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano Police Public Information Officer David Tilley has been named one of Nextdoor's 2018 Neighborhood Champions in Law Enforcement. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano Police Officer Coy Clements is being recognized for his actions that recently saved a 19 month old who was choking on a toy. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

July 23, 2018 **Approved**
July 25, 2018 **Approved**
August 2, 2018 **Approved**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes - July 23	8/6/2018	Minutes
Regular Open Meeting Minutes - July 23	8/6/2018	Minutes
Regular Open Meeting Minutes - July 25	8/6/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
July 23, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison – arrived at 5:01 p.m.
Rick Smith

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, July 23, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:05 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
- **Consideration of 2019 City Council Meeting Dates** – Council expressed concurrence to change the dates as requested.
- **Mayor's Update Report re Peanut Butter Drive**
- **Engineering Departmental Presentation – Community Investment Program**
- **Engineering Departmental Presentation – Traffic**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:55 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
July 23, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, July 23, 2018 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Rabbi Menachem Block with Chabad of Plano/Collin County led the invocation and Deputy Mayor Pro Tem Miner led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: The City of Plano has been designated a HEART Safe Community by the North Central Texas Trauma Regional Advisory Council.

Presentation: The City of Plano has earned the Texas Comptroller of Public Accounts' Transparency Stars Program recognition in five categories.

Oaths of Office

Paul N. Wageman - DART Board

Comments of Public Interest

Madan Goyal spoke to parking ticket issues at downtown apartments.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Grady, the Council voted 8-0, to approve all items on the Consent Agenda, as follows:

Approval of Minutes

June 25, 2018
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2018-0386-B for Manhole Protection at Arbor Hills Nature Preserve, Project No. 6880, for Public Works to TNT Farms and Landscaping, Inc. in the amount of \$128,750; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2018-0365-P for the initial term of \$2,011,250 or two (2) years, whichever occurs first, with two (2) City optional renewals for the Residential and Arterial Concrete Pavement Under-Sealing Contract II, Project No. 6986, for Public Works to Nortex Concrete Lift & Stabilization, Inc. in the amount of \$2,011,250 for each term; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2018-0388-C for a one (1) year contract with three (3) City optional one-year renewals for Chevrolet Automobile and Light Truck OEM Parts for Inventory Control & Asset Disposal to Friendly Chevrolet Isuzu in the estimated annual amount of \$110,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2018-0228-B for the Re-Plaster of the Leisure Pool at Tom Muehlenbeck Recreation Center for Parks and Recreation to G&B Tile and Plaster in the amount of \$88,754; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Purchase from an Existing Contract

To approve the purchase of four (4) pickup trucks with manlifts for Fleet Services to be utilized by Traffic Signals in the amount of \$478,700 from Terex USA through an existing contract; and authorizing the City Manager to execute all necessary documents. (NJPA Contract No. 012418-TER) (Consent Agenda Item “F”)

To approve the purchase of EMS Supplies and Pharmaceuticals for a one (1) year contract with one (1) optional renewal period of seven (7) months for Fire-Rescue in the estimated annual amount of \$280,000 from Bound Tree Medical LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 530-17) (Consent Agenda Item “G”)

To approve the purchase of Landscape and Irrigation Services and Supplies for a three (3) year contract with two (2) one-year City optional renewals for the Parks and Recreation Department in the estimated annual amount of \$210,000 from Dyna-Mist Construction Company, Brightview Landscape Services, Inc., and AALC, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Plano Independent School District RFP No. 2017-123) (Consent Agenda Item “H”)

To approve the purchase of a school zone flasher communication system to be utilized by Traffic Engineering in the amount of \$630,400 from Paradigm Traffic System, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 524-17) (Consent Agenda Item “I”)

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

To approve the sale of surplus real property in Downtown Plano to Plano Family 001, LP; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

Approval of Contract Modification

To ratify an expenditure in the amount of \$13,972 for construction materials testing related services for a total contract amount of \$50,614 from GME Consulting Services, Inc. for Fire Administration and Station One Renovations and Improvements; and authorizing the City Manager to execute all necessary documents. (Project No. 6406; First Contract Modification) (Consent Agenda Item “K”)

To approve the Third Amendment to Communications Facilities License Agreement by and between the City of Plano and Sprint Spectrum Realty Company, LLC to correct a misstatement in the Second Amendment; and authorizing the City Manager to execute all necessary documents. (Site # DA13XC415) (Consent Agenda Item “L”)

Approval of Expenditure

To approve an expenditure for the purchase of FASTER Web Application fleet management information system for a one (1) year contract in the estimated annual amount of \$228,524 with nine (9) City optional one-year maintenance and support renewals at an estimated average annual renewal cost of \$29,115 from FASTER Asset Solutions for Fleet Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve an expenditure for various media services for a one (1) year contract with four (4) City optional renewals in the estimated annual amount of \$54,000 from Herbst Technical Services for the Communications and Community Outreach Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure in the amount of \$55,606 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

To approve an expenditure for the design of a Fire Training Facility in the amount of \$152,000 from Abercrombie Planning + Design; and authorizing the City Manager to execute all necessary documents. (Project No. 6824) (Consent Agenda Item “P”)

Approval of Contract / Agreement

To approve an Interlocal Agreement between the North Central Texas Council of Governments and the City of Plano, Texas, authorizing the filing of an application for, and the receipt of, regional funds in an amount not to exceed \$24,000 for a Texas Pure Products education and marketing campaign; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information. (Consent Agenda Item “Q”)

To approve the conveyance of an easement and right-of-way at the northeast corner of Los Rios Blvd and 14th Street to Oncor Electric Service Company for the purpose of installing a switchgear for the Rowlett Creek Wastewater Treatment Plant; and authorizing the City Manager or his designee to execute all necessary documents. (Consent Agenda Item “R”)

Adoption of Resolutions

Resolution No. 2018-7-1(R): To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$139,113 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. (Consent Agenda Item “S”)

Adoption of Ordinances

Ordinance No. 2018-7-2: To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on a certain section of Coldwater Creek Lane and Oxbow Creek Lane, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “T”)

End of Consent Agenda

Items for Individual Consideration

Public Hearing and adoption of Resolution No. 2018-7-3(R) to adopt the 2018-2019 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2018-2019; and providing an effective date. (Regular Item “1”)

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

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0, to adopt the 2018-2019 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2018-2019; and further to adopt Resolution No. 2018-7-3(R).

Resolution No. 2018-7-4(R): To authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,879,365 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and providing an effective date. (Regular Item “2”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 8-0, to authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed \$1,879,365 under the Housing and Community Development Act and the HOME Investment Partnerships Act; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances, acting in connection with said application and providing required information; and further to adopt Resolution No. 2018-7-4(R).

Public Hearing and adoption of Resolution No. 2018-7-5(R) to approve the use or taking of a portion of the City of Plano dedicated public park land, known as Parkwood Green Park, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, as a permanent utility easement, for the purpose of providing an outdoor warning siren for emergency management; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Regular Item “3”)

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

Public Hearing and adoption of Ordinance No. 2018-7-5(R) (Cont'd.)

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Ricciardelli, the Council voted 8-0, to approve the use or taking of a portion of the City of Plano dedicated public park land, known as Parkwood Green Park, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, as a permanent utility easement, for the purpose of providing an outdoor warning siren for emergency management; and further to adopt Resolution No. 2018-7-5(R).

Public Hearing and adoption of Ordinance No. 2018-7-6 as requested in Zoning Case 2018-001 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.9 acre of land located on the west side of Calaveras Way, 125 feet south of Lukenbach Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-139-Single-Family Residence-9; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: 7 Seas Group USA/7 Seas Builders and Community Unitarian Universalist Church of Plano (Tabled at 6/25/18 Council meeting to 7/23/18 Council meeting.) (Regular Item "4")

MOTION: Upon a motion made by Council Member Grady and seconded by Council member Prince, the Council voted 8-0, to remove the item from the table.

Mayor LaRosiliere opened the public hearing. Applicant Shehzad Bhayani of 7 Seas Builders spoke to the project. Jeffrey Dolian spoke in support of the project. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Mayor Pro Tem Kelley and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0, to rezone 0.9 acre of land located on the west side of Calaveras Way, 125 feet south of Lukenbach Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-139-Single-Family Residence-9; as requested in Zoning Case 2018-001; and further to adopt Ordinance No. 2018-7-6.

Public Hearing and adoption of Ordinance No. 2018-7-7 as requested in Zoning Case 2018-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 7.8 acres of land located on the north side of 14th Street, 885 feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-29-Light Industrial-1 to Planned Development-37-Retail/Neighborhood Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: 4301 Development, LP (Tabled at 6/25/18 Council meeting to 7/23/18 Council meeting.) (Regular Item "5")

Public Hearing and adoption of Ordinance No. 2018-7-7 (Cont'd.)

MOTION: Upon a motion made by Council Member Prince and seconded Council Member Grady, the Council voted 8-0, to remove the item from the table.

Frank Turner, representing the applicant spoke to the project. Osman Hussain, applicant spoke to the project. Mayor LaRosiliere opened the public hearing. Subhi Gharbieh spoke in support of the project. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0, to rezone 7.8 acres of land located on the north side of 14th Street, 885 feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-29-Light Industrial-1 to Planned Development-37-Retail/Neighborhood Office; as requested in Zoning Case 2018-005; and further to adopt Ordinance No. 2018-7-7.

Public Hearing and adoption of Ordinance No. 2018-7-8 as requested in Zoning Case 2018-010 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 72 for the additional use of Trade School on 0.1 acre of land located 214 feet east of K Avenue and 127 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: RPI HMart Town Center, LTD. (Regular Item "6")

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

MOTION: Upon a motion made by Council Member Prince and seconded by Mayor Pro Tem Kelley, the Council voted 8-0, to grant Specific Use Permit No. 72 for the additional use of Trade School on 0.1 acre of land located 214 feet east of K Avenue and 127 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Retail; as requested in Zoning Case 2018-010; and further to adopt Ordinance No. 2018-7-8.

Public Hearing and adoption of Ordinance No. 2018-7-9 as requested in Zoning Case 2018-011 to waive the 300-foot distance separation from arcade use to the residential zoning district to the west, and amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, and granting Specific Use Permit No. 73 for the use of Arcade on 0.1 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 448 feet north of Park Boulevard and 436 feet west of Coit Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: DFW Chinatown Coit, LLC (Regular Item "7")

Public Hearing and adoption of Ordinance No. 2018-7-9 (Cont'd.)

David Cho, applicant, spoke to the project. Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Ricciardelli, the Council voted 8-0, to waive the 300-foot distance separation from arcade use to the residential zoning district to the west, and amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, and grant Specific Use Permit No. 73 for the use of Arcade on 0.1 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 448 feet north of Park Boulevard and 436 feet west of Coit Road, in the City of Plano, Collin County, Texas, presently zoned Retail; as requested in Zoning Case 2018-011; and further to adopt Ordinance No. 2018-7-9.

The Council took a brief recess at 8:25 p.m. and reconvened at 8:40 p.m.

Public Hearing and adoption of Ordinance No. 2018-7-10 as requested in Zoning Case 2018-012 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 74 for the use of Multifamily Residence on 5.0 acres of land located at the northwest corner of Tennyson Parkway and Corporate Drive, in the City of Plano, Collin County, Texas, presently zoned Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Starside Custom Builders, LLC (Regular Item “8”)

Lynn Urban, Marc Powell, and Casey Ross representing the applicant spoke to the project. Mayor LaRosiliere opened the public hearing. Bryan Robertson, Steve Hundley, Phill Pourchot, Benjamin McCuiston, William Blackmon, Marc Hesse, and Mike Wells spoke in support of the project. John David Adams, Steve Tacke, and Ron Rawlings spoke against the project. In addition to the speakers, individuals registered opinions as follows: 1 in support, 1 in opposition. Mayor LaRosiliere closed the public hearing

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Ricciardelli, the Council voted 8-0, to grant Specific Use Permit No. 74 for the use of Multifamily Residence on 5.0 acres of land located at the northwest corner of Tennyson Parkway and Corporate Drive, in the City of Plano, Collin County, Texas, presently zoned Commercial Employment; as requested in Zoning Case 2018-012; and further to adopt Ordinance No. 2018-7-10.

The Council took a brief recess at 9:40 p.m. and reconvened at 9:45 p.m.

Public Hearing and consideration of the Envision Oak Point Plan, a long-range vision and planning policy for northeast Plano's Oak Point community. (Tabled at 4/9/18 Council meeting to 5/14/18 Council meeting; removed from 5/14/18 Council meeting agenda; at 6/12/18 Council meeting, item discussed and moved for consideration to 7/23/18 Council meeting.) (Regular Item "9")

Mayor LaRosiliere opened the public hearing. The following individuals spoke in opposition to the plan: Cassandra Bowell, Colleen Epstein, Amy Rattleff, Craig Gibson, Joan Konkel, Frank Yang, Jim Dillavou, Jennifer Groysman, Suzanne Blackstone, Dennis Miklosh, Matt Dixon, Pat Greer, Denise Midgley, Philip Pizzurro, Lily Bao, and Roger Barone.

The following individuals spoke in support of the plan: Jeff Beckley, Jamee Jolly, Alan Johnson, David M. Smith, Charles Gillett, Todd Moore, Denise Hamilton, Robert Miller, and Ann Marie Picklesimer.

In addition to the speakers, individuals registered opinions as follows: 12 in support, 43 in opposition. Mayor LaRosiliere closed the public hearing.

The Council convened into executive session at 11:22 p.m. and reconvened at 11:48 p.m.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Grady, the Council voted 6-2, with Council Members Harrison and Ricciardelli in opposition, to adopt the Envision Oak Point Plan, a long-range vision and planning policy for northeast Plano's Oak Point community.

Upon staff request City Manager Glasscock, authorized dedication of the plan in memory of lead consultant John Fregonese who recently passed away, recognizing his contributions to the Envision Oak Point planning process.

With no further discussion, the Regular City Council Meeting adjourned at 12:11 a.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
OPEN MEETING
July 25, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Wednesday, July 25, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

- **Presentation of Government Finance Officers Association Distinguished Budget Award**
- **Overview of 2017-18 Budget & Community Investment Program (CIP)**
- **Recommended 2018-19 Budget & Community Investment Program (CIP)**
- **Budget Presentation** – the Council expressed concurrence to conduct the September 5th public hearing at 6:30 p.m.
- **Tax Rate Presentation**
The Council took a brief recess at 6:34 p.m. and reconvened at 6:43 p.m.
- **Hotel/Motel Registration and Inspection Program**
- **Capital Maintenance Fund Discussion**

With no further discussion, the meeting was adjourned at 7:18 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Work Session
August 2, 2018

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 6:00 p.m., Thursday, August 2, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

Opening Remarks

Funding Requests

- **Presentation of Buffington Community Service Grants**
- **Presentation of Cultural Affairs Commission**
- **Presentation of Heritage Commission**

The Council took a brief recess at 6:44 p.m. and reconvened in Training Room A at 6:55 p.m.

Discuss Council Governance, Roles, Interactions, and Responsibilities – Ron Holifield, Facilitator

The Council took a brief recess at 8:58 p.m. and reconvened at 9:04 p.m.

With no further discussion, the Preliminary Open Meeting was adjourned at 9:44 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2018-0322-B for six (6) one-ton utility body pickup trucks for Fleet Services to be utilized by various City Departments to Randall Reed's Prestige Ford in the amount of \$234,018; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	263,500	0	263,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-234,018	0	-234,018
Balance	0	29,482	0	29,482

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted budget to purchase six (6) One-ton Utility Body Pickup Trucks for the scheduled replacement of unit 06341 and 08325 in Cost Center 742 / Streets. Unit 06307 in Cost Center 763 / Utility District #2. Unit 06310 and 09307 in Cost Center 766 / Utility District #1. Unit 06337 in Cost Center 648 / Grounds Maintenance Services District #2. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/30/2018	Memo
Bid Recap	7/23/2018	Bid Recap

Date: June 18, 2018

To: Bruce D. Glasscock, City Manager

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

Subject: Six (6) One-ton Utility Body Pickup Trucks

It is the recommendation of Fleet Services to purchase six (6) one-ton utility body pickup trucks from Randall Reed's Prestige Ford, in the amount of \$234,018.00, the overall lowest responsive, responsible bidder from Solicitation 2018-0322-B.

These units are scheduled replacements of units 06341 and 08325 in Cost Center 742 Streets, unit 06307 in Cost Center 763 Utility District #2, units 06310 and 09307 in Cost Center 766 Utility District #1, and unit 06337 in Cost Center 648 Grounds Maintenance Services District #2. Due to operational demands, it is necessary to purchase at this time.

The purchase of these trucks is necessary for the following reasons:

1. These units are used for the transport of city employees, tools, and equipment to and from work sites and are essential to department operations.
2. The old vehicles are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. Not purchasing these vehicles could lead to an increase in response times due to a lack of available mission capable vehicles. It could also lead to increased maintenance and repair costs due to the increased usage of the current fleet vehicles.

**CITY OF PLANO
BID NO. 2018-0322-B
SIX (6) ONE-TON UTILITY BODY PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: May 24, 2018 @ 3:00 p.m.

Number of Vendors Notified: 1,762

Vendors Submitting "No Bids": 2

Bids Deemed Nonresponsive: 0

Number of Complete Bids Submitted: 3

Randall Reed's Prestige Ford

One-ton Extended Cab SRW Utility Body – 1 @ \$35,988.00	\$ 35,988.00
One-ton Extended Cab SRW Utility Body with Liftgate – 3 @ \$38,980.00	\$116,940.00
One-ton Crew Cab DRW Utility Body – 1 @ \$38,960.00	\$ 38,960.00
One-ton Crew Cab DRW Utility Body with Liftgate – 1 @ \$42,130.00	\$ 42,130.00
Total Offer	<u>\$234,018.00</u>

Caldwell Country Automotive

One-ton Extended Cab SRW Utility Body – 1 @ \$38,348.00	\$ 38,348.00
One-ton Extended Cab SRW Utility Body with Liftgate – 3 @ \$41,235.00	\$123,705.00
One-ton Crew Cab DRW Utility Body – 1 @ \$38,775.00	\$ 38,775.00
One-ton Crew Cab DRW Utility Body with Liftgate – 1 @ \$41,588.00	\$ 41,588.00
Total Offer	<u>\$242,416.00</u>

Sam Pack's Five Star Ford

One-ton Extended Cab SRW Utility Body – 1 @ \$41,289.00	\$ 41,289.00
One-ton Extended Cab SRW Utility Body with Liftgate – 3 @ \$44,386.00	\$133,158.00
One-ton Crew Cab DRW Utility Body – 1 @ \$45,720.00	\$ 45,720.00
One-ton Crew Cab DRW Utility Body with Liftgate – 1 @ \$49,067.00	\$ 49,067.00
Total Offer	<u>\$269,234.00</u>

Recommended Vendor:

Randall Reed's Prestige Ford	\$234,018.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 14, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2018-0323-B for respirators and associated equipment for the Police Department to Aramsco, Inc. in the amount of \$50,507; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	84,724	0	84,724
Encumbered/Expended Amount	0	0	0	0
This Item	0	-50,507	0	-50,507
Balance	0	34,217	0	34,217

FUND(S): Grant Fund (2017 UASI Grant)

COMMENTS: Funds are available in the 2017 UASI Homeland Security Grant Fund for the purchase of respirators and associated equipment in the amount of \$50,507.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/31/2018	Memo
Bid Recap	7/19/2018	Bid Recap

Date: July 19, 2018
To: Mark Israelson, Senior Deputy City Manager
From: Gregory W. Rushin, Chief of Police *grushin*
Subject: Respirators and Associated Equipment

It is the recommendation of the Police Department to purchase respirators and associated equipment in the form of 100 MSA Millennium CBRN Gas Masks, 300 MSA CBRN 40mm Filter Cartridges, and 100 Drop Leg Gas Mask Pouches from Aramsco, Inc. in the amount of \$50,507.00. Aramsco, Inc. was the lowest responsive, responsible bidder from Solicitation 2018-0323-B.

MSA CBRN Millennium Gas Masks and MSA CBRN Filters are important personal protective equipment for Plano Police Department personnel. The purpose of this purchase is to increase the inventory of gas masks and accessories to accommodate the increase of police officers that have been added through the years and to replace expired equipment. The equipment is needed for the safety of the officers responding to HAZMAT/CBRNE events. Hazardous Material (HAZMAT) and Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) events result when substances such as toxic chemicals, biological agents, radiological or nuclear materials, or explosives pose a threat to life, property, and/or the environment.

If this recommendation is not approved, the Police Department's capabilities to supply the same quality equipment to officers would be significantly reduced. This would negatively impact the Police Department's ability to provide a safe and effective response to certain HAZMAT/CBRNE public safety incidents in our community.

**CITY OF PLANO
BID NO. 2018-0323-B
RESPIRATORS AND ASSOCIATED EQUIPMENT
BID RECAP**

Bid Opening Date/Time: May 24, 2018 @ 3:00 p.m.

Number of Vendors Notified: 2,148

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Complete Bids Submitted: 3

Aramco, Inc.

MSA Millennium CBRN Gas Masks – 100 @ \$348.28	\$ 34,828.00
MSA CBRN 40mm Filter Cartridges – 300 @ \$45.35	\$ 13,605.00
Drop Leg Gas Mask Pouches – 100 @ \$20.74	\$ 2,074.00
Total Offer	\$ 50,507.00

Products Unlimited

MSA Millennium CBRN Gas Masks – 100 @ \$404.25	\$ 40,425.00
MSA CBRN 40mm Filter Cartridges – 300 @ \$52.60	\$ 15,780.00
Drop Leg Gas Mask Pouches – 100 @ \$43.44	\$ 4,344.00
Total Offer	\$ 60,549.00

Galls, LLC

MSA Millennium CBRN Gas Masks – 100 @ \$449.99	\$ 44,999.00
MSA CBRN 40mm Filter Cartridges – 300 @ \$61.49	\$ 18,447.00
Drop Leg Gas Mask Pouches – 100 @ \$41.75	\$ 4,175.00
Total Offer	\$ 67,621.00

Recommended Vendor:

Aramco, Inc.	\$ 50,507.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 14, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0392-B for the Tom Muehlenbeck Recreation Center Flooring Replacement to One Source Commercial Flooring, Inc. in the amount of \$63,357; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	54,932	198,951	100,000	353,883
Encumbered/Expended Amount	-54,932	-101,750	0	-156,682
This Item	0	-63,357	0	-63,357
Balance	0	33,844	100,000	133,844

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. Flooring replacement at Tom Muehlenbeck Recreation Center, in the amount of \$63,357, will leave a current year project balance of \$33,844 available for future expenditures at Tom Muehlenbeck Recreation Center or other recreation facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/2/2018	Memo
Bid Recap	8/2/2018	Bid Recap

Date: July 26, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Tom Muehlenbeck Recreation Center Flooring Replacement – Bid #2018-0392-B

I have reviewed the bids submitted for the flooring replacement at Tom Muehlenbeck Recreation Center. I recommend award to the lowest responsive responsible bid submitted by One Source Commercial Flooring, Inc. for \$63,356.83. There were three additional bids submitted from Concord Commercial Services, Inc. for \$92,263.00, HCS, Inc., Commercial General Contractor for \$94,720.00 and Joel Brown & Co., LLC for \$110,900.00.

The existing flooring has deteriorated such that replacement is necessary and recommended.

The funding for the project is in the Capital Maintenance Fund account #53370.

Please let me know if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Gregg Gagnon
Todd Luxem
Sandy Bloomer
Michael Parrish
Earl Whitaker

CITY OF PLANO

RFB No. 2018-0392-B

Tom Muehlenbeck Recreation Center Flooring Replacement

Bid Recap

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Bid Opening Date/Time: July 18, 2018 at 2:30 PM

Number of Vendors Notified: 2,311

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 4

VENDOR NAME

TOTAL BASE BID

One Source Commercial Flooring, Inc.

\$63,356.83

Concord Commercial Services, Inc.

\$92,263.00

HCS, Inc., Commercial General Contractor

\$94,720.00

Joel Brown & Co., LLC

\$110,900.00

RECOMMENDED VENDOR

TOTAL BASE BID

One Source Commercial Flooring, Inc.

\$63,356.83

Michael Parrish

Michael Parrish, Senior Buyer

July 30, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0373-B for Data Center Emergency Ventilation to DMI Corp., Decker Mechanical in the amount of \$136,150; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	94,650	656,975	0	751,625
Encumbered/Expended Amount	-94,650	-507,217	0	-601,867
This Item	0	-136,150	0	-136,150
Balance	0	13,608	0	13,608

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. Emergency ventilation for the Data Center, in the amount of \$136,150, will leave a balance of \$13,608 available for future expenditures at the Technology Services Building or other city facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/2/2018	Memo
Bid Recap	8/2/2018	Bid Recap

Date: July 26, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Data Center Emergency Ventilation – Bid #2018-0373-B

I have reviewed the bids submitted for the emergency ventilation for the Data Center. I recommend award to the lowest responsive responsible bid submitted by DMI Corp., Decker Mechanical for \$136,150.00. There were two additional bids submitted from Infinity Contractors International LTD. for \$152,031.00 and Berger Engineering Company for \$169,150.00.

The Data Center emergency ventilation system is recommended to provide emergency air conditioning to the main computer room in the event of the main air conditioning system shutting down due to low outside air temperatures or equipment failure. This will ensure temperatures are maintained to support the computer room equipment.

The funding for the project is in the Capital Maintenance Fund account #54494.

Please let me know if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Todd Luxem
Paul Kunze
Chris Edwards
Michael Parrish
Earl Whitaker

CITY OF PLANO

RFB No. 2018-0373-B

Data Center Emergency Ventilation

Bid Recap

=====

Bid Opening Date/Time: July 10, 2018 at 2:00 PM

Number of Vendors Notified: 3,407

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 3

VENDOR NAME

TOTAL BASE BID

DMI Corp., Decker Mechanical

\$136,150.00

Infinity Contractors International LTD.

\$152,031.00

Berger Engineering Company

\$169,150.00

RECOMMENDED VENDOR

TOTAL BASE BID

DMI Corp., Decker Mechanical

\$136,150.00

Michael Parrish

Michael Parrish, Senior Buyer

July 30, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0370-B for the Tom Muehlenbeck Recreation Center Shower Renovations to Mox-E Creative, Inc. in the amount of \$336,017; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	157,514	601,505	1,825,000	2,584,019
Encumbered/Expended Amount	-157,514	-116,868	0	-274,382
This Item	0	-336,017	0	-336,017
Balance	0	148,620	1,825,000	1,973,620

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. Shower renovations at Tom Muehlenbeck Recreation Center, in the amount of \$336,017, will leave a current year project balance of \$148,620 available for future expenditures at Tom Muehlenbeck Recreation Center or other city facilities.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/2/2018	Memo
Bid Recap	8/2/2018	Bid Recap

Date: July 25, 2018

To: Bruce D. Glasscock
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Tom Muehlenbeck Recreation Center Shower Renovations – Bid #2018-0370-B

I have reviewed the bids submitted for the shower renovations at Tom Muehlenbeck Recreation Center. I recommend award to the lowest responsive responsible bid, including Alternates 1 and 2 (for replacing the metal doors and door frames with FRP doors and door frames), submitted from Mox-E Creative, Inc. for \$336,017.00. There were three additional bids submitted from Concord Commercial Services, Inc. for \$356,455.00, KC Construction Services, Inc. for \$379,260.00 and Falkenberg Construction Co., Inc. for \$466,600.00.

The existing finishes in the showers have deteriorated such that replacement is necessary and recommended.

The funding for the project is in the Capital Maintenance Fund account #54435.

Please let me know if you have any questions.

/md

cc: Jim Razinha
Matt Yager
Gregg Gagnon
Todd Luxem
Sandy Bloomer
Michael Parrish
Earl Whitaker

CITY OF PLANO

RFB No. 2018-0370-B

Tom Muehlenbeck Recreation Center Shower Renovations

Bid Recap

Bid Opening Date/Time: July 18, 2018, at 2:00 PM

Number of Vendors Notified: 1,524

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 4

<u>VENDOR NAME</u>	<u>BASE BID</u>	<u>Alt. No. 1</u>	<u>Alt. No. 2</u>	<u>TOTAL BID</u>
Mox-E Creative, Inc.	\$317,777.00	\$7,980.00	\$10,260.00	\$336,017.00
Concord Commercial Services, Inc.	\$346,648.00	\$6,985.00	\$2,822.00	\$356,455.00
KC Construction Services, Inc.	\$372,000.00	\$5,280.00	\$1,980.00	\$379,260.00
Falkenberg Construction Co., Inc.	\$443,000.00	\$11,700.00	\$11,900.00	\$466,600.00

<u>RECOMMENDED VENDOR</u>	<u>TOTAL BID</u>
Mox-E Creative, Inc.	\$336,017.00

Michael Parrish

Michael Parrish, Senior Buyer

July 31, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

CAPTION

RFB No. 2018-0416-B for Plano Park Addition Alley Reconstruction to RBR Infrastructure & Road, LLC in the amount of \$987,305; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18 & 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	20,355	587,445	915,000	1,522,800
Encumbered/Expended Amount	-20,355	-127,353	0	-147,708
This Item	0	-160,000	-827,305	-987,305
Balance	0	300,092	87,695	387,787

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2017-18 Street Improvements CIP and is planned for future years. Construction of the Alley Reconstruction - Plano Park Addition project, in the amount of \$987,305, will leave a project balance of \$387,787 available for future expenditures on this or other street projects.

SUMMARY OF ITEM

The Engineering Department accepted bids on July 9, 2018 for the Alley Reconstruction - Plano Park Addition project. The project includes approximately 4,100 linear feet of alley reconstruction in the Plano Park neighborhood.

The lowest responsive and responsible bid was submitted by RBR Infrastructure & Road, LLC, in the amount of \$987,305 . There were a total of 11,405 vendors notified of this project. Nine (9) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the result is continued deterioration of the existing alley pavement, resulting in increased maintenance costs for the City.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
2018-0416-B Bid Recap	8/1/2018	Bid Recap
Location Map	8/1/2018	Map

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0416-B

Plano Park Addition Alley Reconstruction

Project No. 6888

Bid Recap

Bid Opening Date/Time: July 9, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 11,405

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 9

<u>Vendor:</u>	<u>Total Bid</u>
RBR Infrastructure & Road, LLC	\$ 987,305.00
Urban Infraconstruction, LLC	\$1,035,350.00
HQS Construction, LLC	\$1,065,160.00
IIPL USA, LLC	\$1,069,650.00
Ratliff Hardscape, Ltd	\$1,081,428.40
EJ Smith Construction Company, LLC	\$1,188,130.00
New World Contracting, LLC	\$1,198,684.00
FNH Construction, LLC	\$1,288,760.00
Camino Construction, L.P.	\$1,308,780.00

Recommended Vendor:

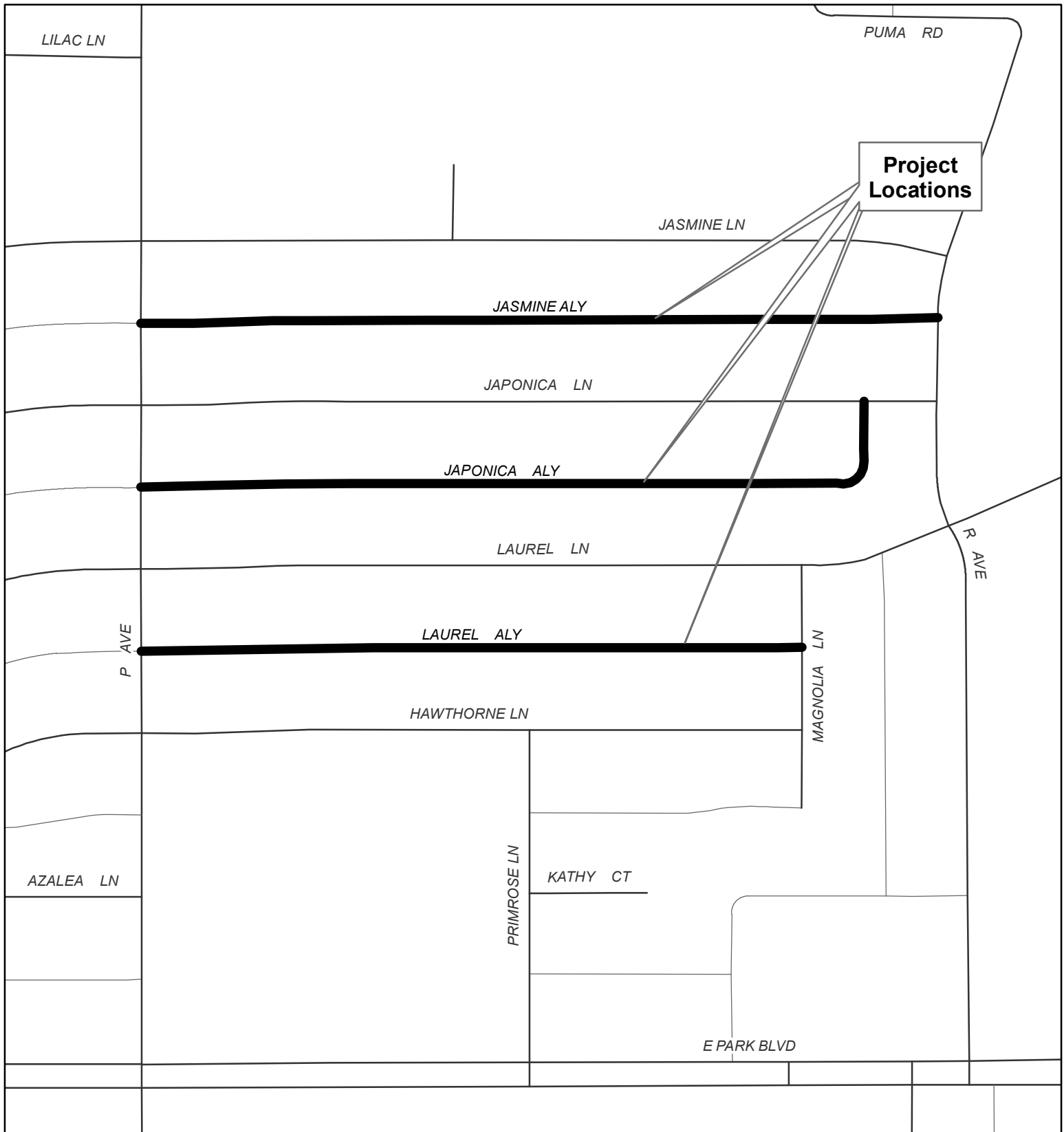
RBR Infrastructure & Road, LLC	\$ 987,305.00
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Cyndi Hogue

Cyndi Hogue, Contract Administrator

July 16, 2018

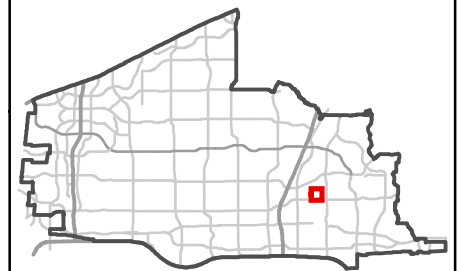
Date



Alley Reconstruction - Plano Park Addition

Project No. 6888

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Cynthia Hogue

CAPTION

RFB No. 2018-0409-B for Park Forest North and Russell Creek Water Rehabilitation to KIK Underground, LLC in the amount of \$3,003,772; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18, 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	30,455	3,003,865	1,156,660	4,190,980
Encumbered/Expended Amount	-30,455	-253,345	0	-283,800
This Item	0	-253,322	-2,750,450	-3,003,772
Balance	0	2,497,198	-1,593,790	903,408

FUND(S): Street Improvements CIP, Water CIP

COMMENTS:

Funding for this item is available in the 2017-18 Street Improvement CIP and Water CIP, and is planned for future years. Construction of the Park Forest North and Russell Creek Water Rehabilitation project, in the amount of \$3,003,772, will leave a project balance of \$903,408 available for future expenditures on this

or other Street and Water projects in the future.

SUMMARY OF ITEM

The Engineering Department accepted bids on July 6, 2018 for the Park Forest North and Russell Creek Water Rehabilitation project. The project includes replacement of approximately 10,200 linear feet of 8" water main, 245 linear feet of 6" water main, 1,100 linear feet of 4" water main and related appurtenances at eleven (11) streets in the Park Forest North and Russell Creek neighborhoods.

The lowest responsive and responsible bid was submitted by KIK Underground, LLC, in the amount of \$3,003,772. There were a total of 13,711 vendors notified of this project. Six (6) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the result is continued deterioration of the existing water line and continued inadequate water facilities along the eleven (11) streets mentioned above, which would increase maintenance costs for the City and have a negative impact on the quality of life for residents in these neighborhoods.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
2018-0409-B Bid Recap	8/1/2018	Bid Recap
Location Map	8/2/2018	Map

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0409-B

Park Forest North and Russell Creek Water Rehabilitation

Project No. 6842

Bid Recap

Bid Opening Date/Time: July 6, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 13,711

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 6

<u>Vendor:</u>	<u>Total Bid</u>
KIK Underground, LLC	\$3,003,772.00
RKM Utility Services , Inc.	\$3,089,644.50
Camino Construction, LP.	\$3,440,208.00
FNH Construction, LLC.	\$3,596,442.00
Atkins Brothers Equipment Co.	\$3,830,343.00
Joe Funk Construction, Inc.	\$4,034,889.50

Recommended Vendor:

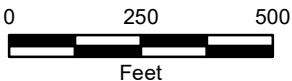
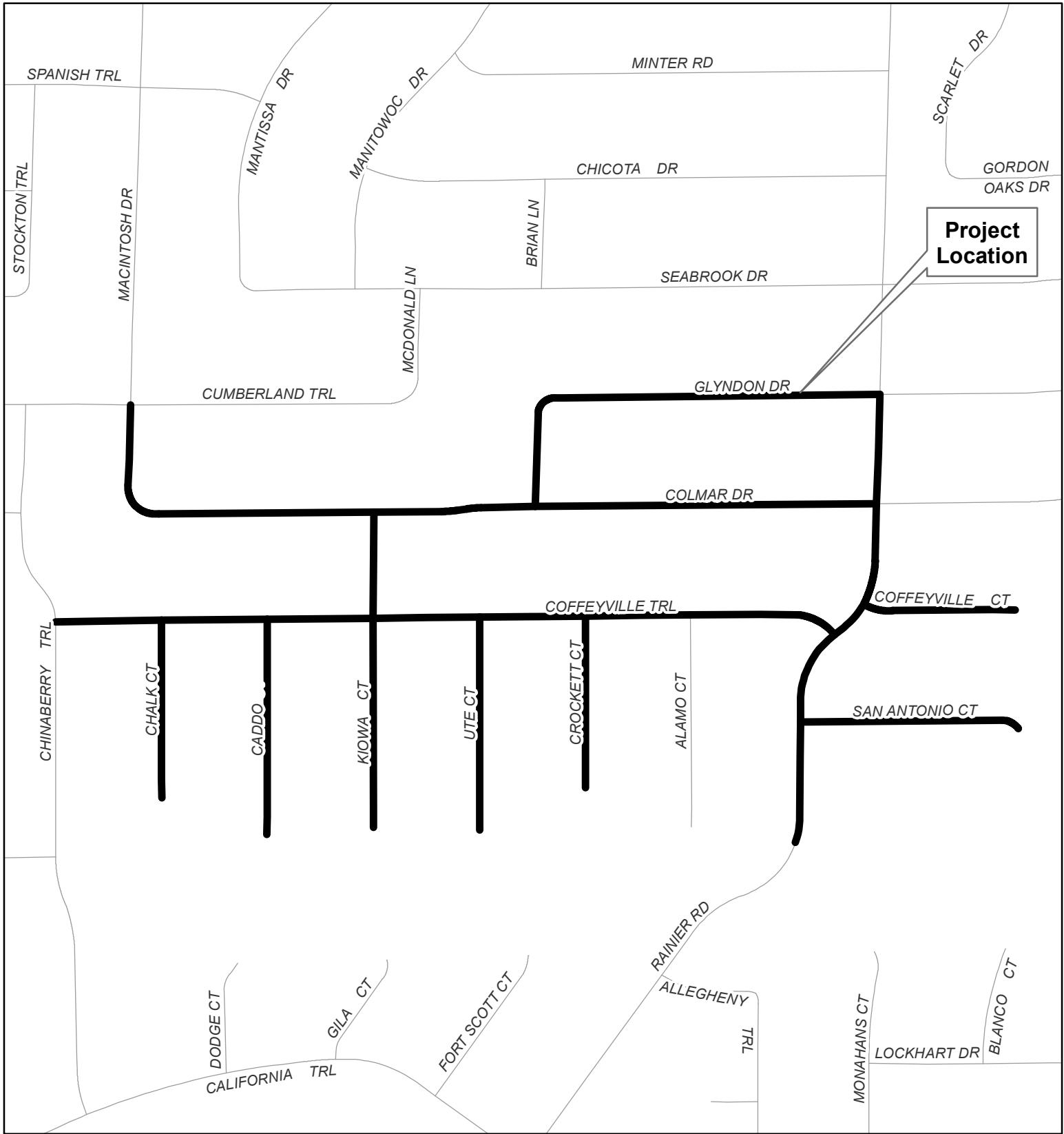
KIK Underground, LLC	\$3,003,772.00
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Cyndi Hogue

Cyndi Hogue, Contract Administrator

July 11, 2018

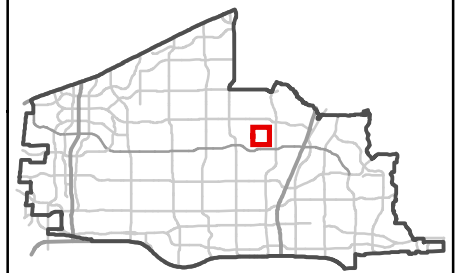
Date



Park Forest North and Russell Creek Water Rehab

Project No. 6842

Project Location



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Vernie Rambo

CAPTION

To approve the purchase of Adobe Enterprise License, Maintenance and Support for Technology Services for one (1) year plus two (2), one-year City optional renewals, in the estimated annual amount of \$77,732 from Insight Public Sector, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-4052) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,795,459	0	5,950,923
Encumbered/Expended Amount	0	-4,488,579	0	-4,488,579
This Item	0	-77,732	-155,464	-233,196
Balance	0	1,229,148	0	1,229,148

FUND(S): Technology Services

COMMENTS:

Funding for this item is available in the 2017-18 Technology Services Fund. This request is to purchase one-year of Adobe Enterprise License with maintenance and support with two (2) one-year City optional renewals from Insight Public Sector, Inc., in the amount of \$77,732, which will leave a balance of \$1,229,148 available in the 2017-18 Technology Services Fund. Future year expenditures for this request in the annual amount of \$77,732 will be made within approved budget appropriations in the 2018-19 through 2019-20 Technology Services Budget.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 of Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (State of Texas Department of Information Resources Contract No. DIR-TSO-4052; City of Plano Contract No. 2018-0281-O)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2018-0281-O Adobe Recommendation Memo	8/1/2018	Memo
2018-0281-O Cooperative Quote Recap	8/1/2018	Cooperative Quote Recap

Date: July 24, 2018

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

From: Chris Chiancone, Chief Information Officer

Subject: Award Recommendation Adobe Enterprise Licensing Agreement, 2018-0281-O

The City of Plano continues to modify their technology presence, in an effort to help accommodate future City needs and support growth. To support this effort, the City has explored options for consolidating and evaluating new ways to manage and license software and leveraging new enterprise licensing models. Over the years, City staff has increased its reliance on Adobe software products for their day to day business. Additionally, we have identified an increase in the requests for Adobe Creative Cloud and other graphical arts software for various business activities, specifically for marketing products, photo editing, and web design across multiple departments and library patrons. The City is currently using Acrobat Pro (electronic document creation), Creative Cloud Suite (graphic arts), Illustrator, InDesign (web design), Premiere Pro (video editing for production), and Production Pro.

Technology Services recommends approving the purchase of Adobe Enterprise License, which includes centralization of licenses, maintenance and support, for one year plus two City optional one year renewals with Insight Public Sector, Inc. through DIR-TSO-4052 in the estimated annual amount of \$77,732.

By not approving this request, we will continue to manage this license in a disjointed and decentralized manner, thereby increasing cost and potentially subjecting the City to license issues.

CITY OF PLANO

Quote No. 2018-0281-O

Purchase of Adobe Enterprise License, Maintenance and Support Cooperative Quote Recap

Quote Due Date/Time: June 15, 2018 @ 5:00 pm CT

Number of Vendors Contacted: 6

Vendors Submitting "No Bids": None

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 4

<u>Vendor Name</u>	<u>Amount</u>
Insight Public Sector, Inc. via DIR-TSO-4052	\$77,732
Dell Marketing L. P. via DIR-TSO-3763	\$78,030
CDW G LLC via National IPA 2018011-01	\$78,680
SHI Government Solutions via BuyBoard 498-15	\$80,234

Recommended Vendor(s):

Insight Public Sector, Inc. via DIR-TSO-4052	\$77,732
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Vernie Rambo

Vernie Rambo, Senior Buyer

July 25, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of four (4) Rosenbauer Commander Pumpers for Fleet Services to be utilized by Fire-Rescue in the amount of \$2,920,844 from DACO Fire Equipment Inc. through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-17) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,616,000	0	2,616,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-2,920,844	0	-2,920,844
Balance	0	-304,844	0	-304,844

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2017-18 Adopted Budget to purchase four (4) Rosenbauer Commander Pumpers for the scheduled replacements of units 03400, 05401, 05402 and 05403 in Cost Center 552/Fire. The additional funds of \$304,844 needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

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 Texas Local Government

Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. FS12-17 / City of Plano Internal Contract No. 2018-0434-O)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/31/2018	Memo
Cooperative Quote Recap	7/24/2018	Cooperative Quote Recap

Date: June 18, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, Director of Public Works

Subject: Four (4) Rosenbauer Commander Pumpers

It is the recommendation of Fleet Services to purchase four (4) Rosenbauer Commander Pumpers from DACO Fire Equipment Inc., in the amount of \$2,920,844.00 through HGAC Contract Number FS12-17. Fleet Services and Fire Department have reviewed DACO Fire Equipment's Cooperative Contract quote and specifications and found this to be the best value for the City.

These units are scheduled replacements of units 03400, 05401, 05402, and 05403 in Cost Center 552 Fire. Due to operational demands, it is necessary to purchase at this time.

The purchase of these units is also necessary for the following reasons:

1. Pumper companies are primary responders to fire incidents. Pumpers are also a major blocking apparatus for highway incidents, ensuring a safe working area for victims and emergency responders.
2. The old vehicles are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older aging units will incur increased breakdowns and additional downtime for repairs.

CITY OF PLANO
SOLICITATION NO. 2018-0434-O
ROSENBAUER COMMANDER PUMPERS
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 1

Four (4) Rosenbauer Commander Pumps from DACO Fire Equipment Inc. via HGAC Contract No. FS12-17	\$2,920,844.00
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Recommended Vendor:

DACO Fire Equipment Inc.	\$2,920,844.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 24, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve an increase to the current awarded contract amount of \$109,990 by \$116,205, for a new total contract amount of \$226,195, for the Senior Center Roof Replacement from Shoemake Holdings, Inc. DBA Premiere Roofing; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Contract No. 2018-0007-B) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	7,023	1,163,686	0	1,170,709
Encumbered/Expended Amount	-7,023	-647,768	0	-654,791
This Item	0	-116,205	0	-116,205
Balance	0	399,713	0	399,713

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. The first modification to the construction contract for the Plano Senior Center Roof Replacement project, in the amount of \$116,205, will leave a balance of \$399,713 available for future project expenditures.

SUMMARY OF ITEM

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)(3). (City of Plano Internal Contract No. 2018-0007-B)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/3/2018	Memo

Date: July 25, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, Director of Engineering

From: Jim Razinha, Facilities Division Manager

Subject: Unforeseen Damages Contract Modification Senior Center Roof Replacement
Bid No. 2018-0007-B

Item Summary

This agenda item authorizes an expenditure to modify the contract with Shoemake Holdings, Inc. DBA Premiere Roofing (Premiere) in the amount of \$116,205 to repair unforeseen damages to the existing roof.

The initial project was previously approved by Council on February 12, 2018, in the amount of \$109,990.

Background

The original project consisted of replacing the roof on the existing 22,000 SF facility that was damaged due to hail. Demolition and preparation to tie in a new addition on a separate expansion and renovation contract revealed extensive damage to parts of the roof structure resulting from no vapor barriers in the original construction and excessive moisture in the attic/plenum spaces. The original roof shingle replacement did not require any additional insulation, but because of the damaged vented nail-base that needs to be replaced, current building code requires the entire roof insulation to be upgraded. The modified scope of work of replacing damaged nail-base also includes removing the remaining existing nail-base and adding additional insulation.

The proposed contract modification to repair the unforeseen damages and meet the building code insulation requirements will add 32 calendar days to the contract time.

The project cannot be completed if this expenditure is not approved, and the building will not be weatherproofed. Staff and the roofing design consultant have reviewed and recommend acceptance and approval of the modification proposal of \$116,205.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an increase to the current awarded contract amount of \$7,264,079 by \$386,080, for a total contract amount of \$7,650,159, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Project No. 6626) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	758,422	7,912,287	0	8,670,709
Encumbered/Expended Amount	-758,422	-7,396,881	0	-8,155,303
This Item	0	-386,080	0	-386,080
Balance	0	129,326	0	129,326

FUND(S): Capital Maintenance Fund & Recreation Center Facilities CIP

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget, with prior expenditures also recorded in the Recreation Center Facilities CIP. Modifications to the existing construction contract for the Plano Senior Center Expansion and Renovation project, in the amount of \$386,080, will leave a balance of \$129,326 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/30/2018	Memo
Location Map	7/31/2018	Map

Date: July 25, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, Director of Engineering *cr*

From: Jim Razinha, Facilities Division Manager *Jim*

Subject: Unforeseen Damages Contract Modification Recommendation Senior Center Expansion and Renovation – Project No. 6626

Item Summary

This agenda item authorizes a modification to the contract with Thos. S. Byrne, LTD. (Byrne) in the amount of \$386,080 to repair unforeseen damages to the existing building and correct the structure to prevent future damage.

Background

The original project consisted of an approximate 13,000 SF expansion to, and extensive renovation of, the existing 22,000 SF facility. Removal and replacement of the walls, ceilings and some soffits was part of Byrne's original scope and revealed extensive damage to remaining soffits, roof structure and external fascia that was unforeseen due to being hidden behind those structures that were removed. The damages were due to no vapor barriers in the original construction and excessive moisture in the attic/plenum spaces, requiring repair and addition of vapor barriers. These damages also affect a third party contract the City has to replace the roof on the existing building.

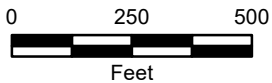
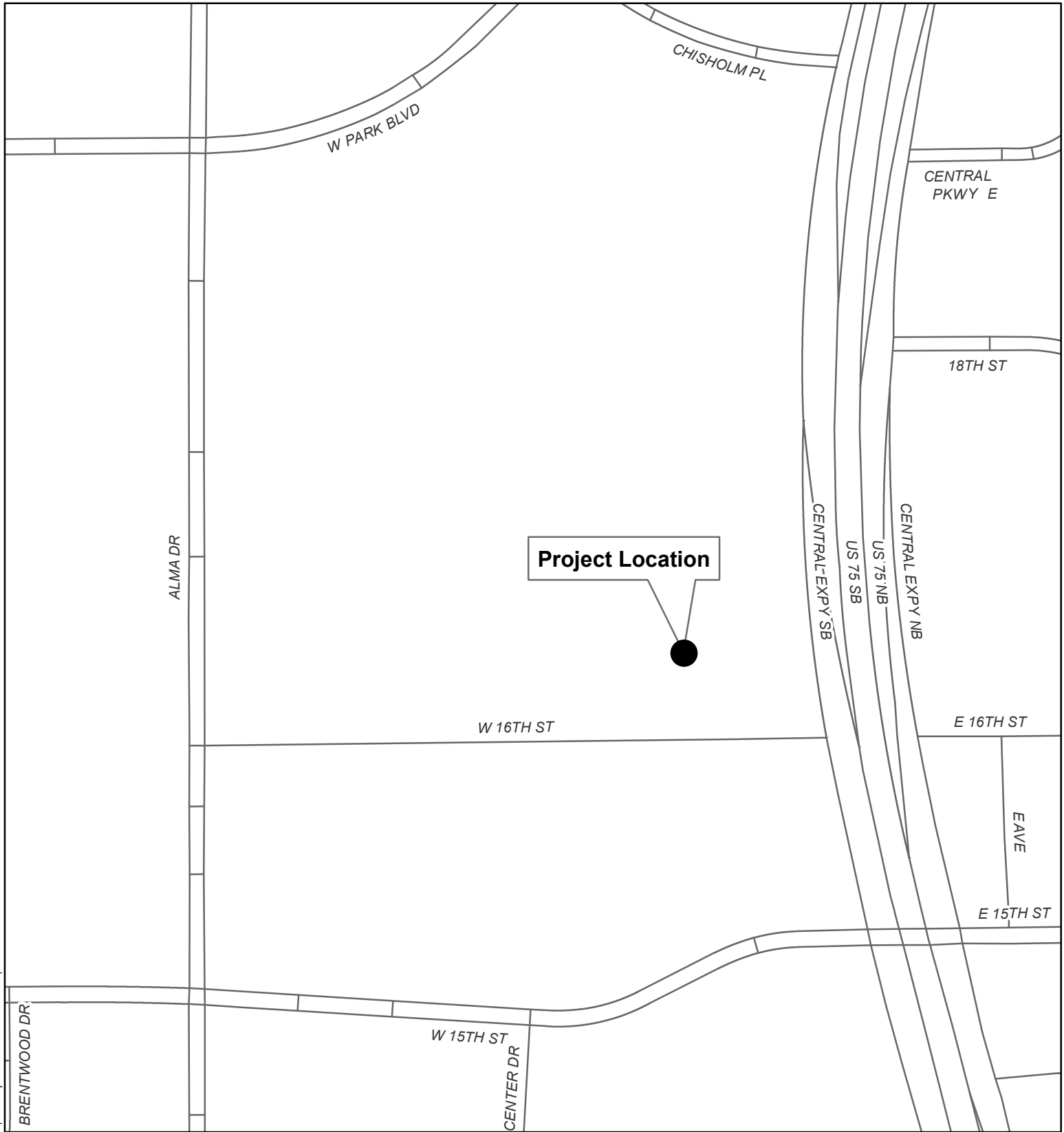
Also, the new addition was to tie into an existing concrete grade beam, but parts of that beam had deteriorated. The solution requires removal of the damaged concrete beam and flooring in order to determine a structurally safe and acceptable point to attach the new addition structure. Further, all of the existing concrete in the expanded kitchen and the renovated restrooms had to be removed and replaced due to damaged conditions discovered during the saw cutting per the project design.

Finally, the steel structure of the existing mechanical mezzanine had buckled behind the wall that was removed and requires structural repairs.

The proposed contract modification to repair the unforeseen damages and correct the building condition will add 58 calendar days to the completion date and consists of:

Repair damaged concrete, test existing slab for structural strength, add new concrete structural beams, and increase replacement concrete flooring.....	\$ 89,613
Reinforce existing mezzanine structure.....	\$ 3,902
Correct existing building envelope conditions, replace soffits, fascia.....	\$292,565

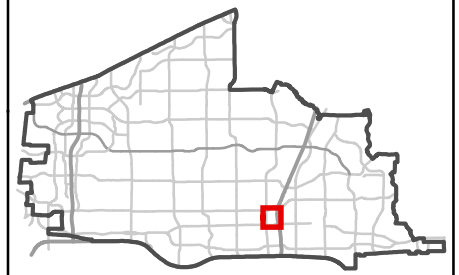
The project cannot be completed if this modification is not approved, and the Center will not be able to reopen. Staff and the design consultant have reviewed and recommend acceptance and approval of the modification proposal of \$386,080.



Senior Center Expansion Renovation

Project 6626

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an increase to the current awarded contract amount of \$7,082,894 by \$181,185, for a total contract amount of \$7,264,079, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Change Order No. 1; Project No. 6626) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	758,422	7,912,287	0	8,670,709
Encumbered/Expended Amount	-758,422	-7,396,881	0	-8,155,303
This Item	0	-181,185	0	-181,185
Balance	0	334,221	0	334,221

FUND(S): Capital Maintenance Fund & Recreation Center Facilities CIP

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget, with prior expenditures also recorded in the Recreation Center Facilities CIP. The first change order to the construction contract for the Plano Senior Center Expansion and Renovation project, in the amount of \$181,185, will leave a balance of \$334,221 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:



Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/2/2018	Memo
Location Map	7/31/2018	Map

Date: July 23, 2018
To: Bruce D. Glasscock, City Manager
Via: B. Caleb Thornhill, Director of Engineering 
From: Jim Razinha, Facilities Division Manager 
Subject: Change Order No.1 Recommendation Senior Center Expansion and Renovation
Project No. 6626

Item Summary

This agenda item authorizes a change order to the contract with Thos. S. Byrne, LTD. (Byrne) in the amount of \$181,185 for additional work required to complete the project, updating the original design to recently adopted City standards.

Background

The original project consisted of an approximate 13,000 SF expansion to, and extensive renovation of, the existing 22,000 SF facility. Since the project was awarded and construction started, the City has adopted new audio/visual and network cabling standards; and the desire is for this Center to meet those standards. The City has also adopted a camera policy, and Police Department Crime Prevention review of the design per that new policy requires seven new exterior cameras not included in the original project.

Staff also determined that the several best practices learned from recent projects should be applied to this and future facilities, including rerouting the gas service line to provide for easier future maintenance and adding spandrel glass to some of the renovated kitchen walls to add light while hiding the mechanical components of the walls.

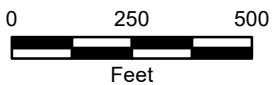
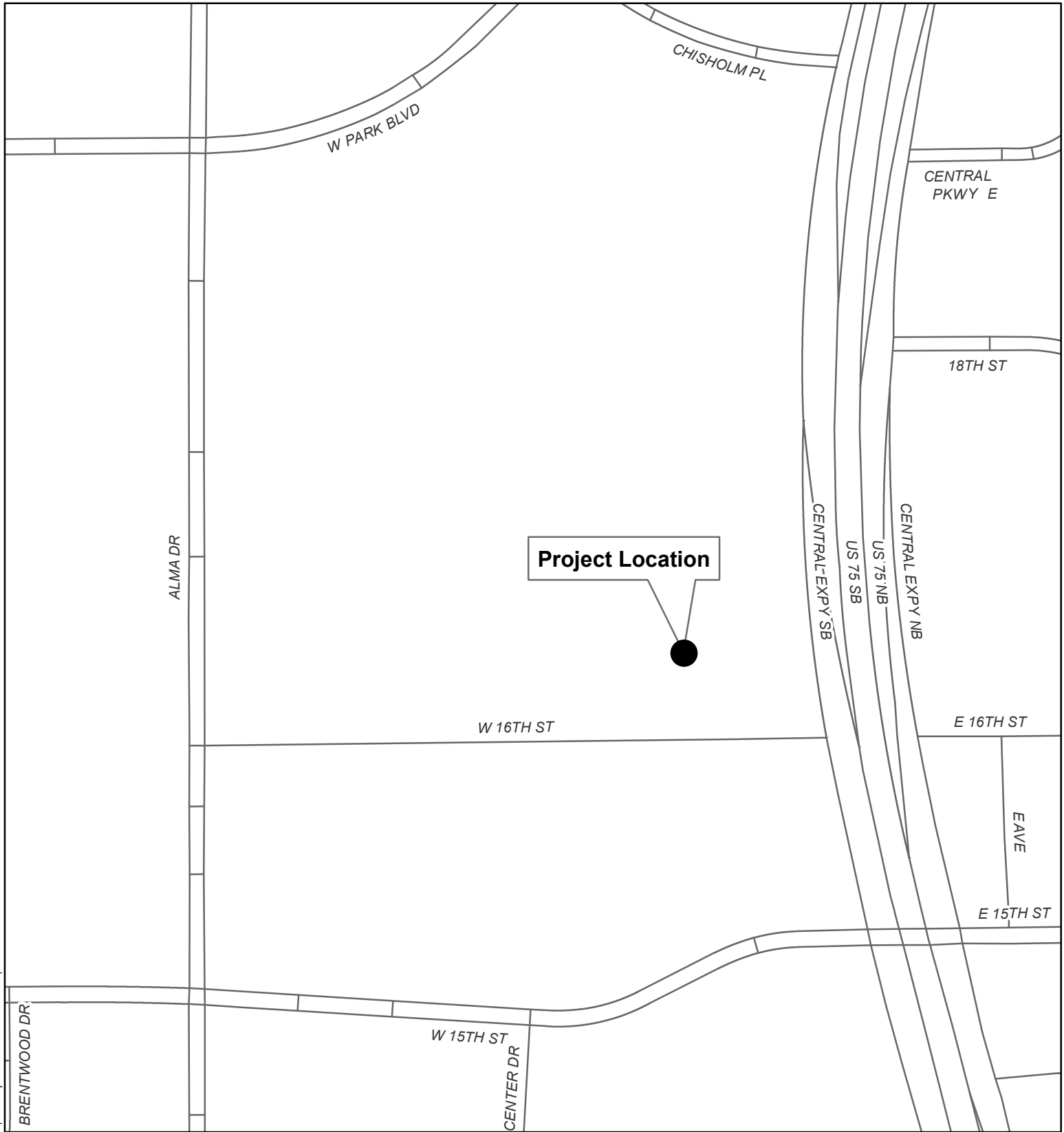
Finally, the ballroom/multipurpose room was to remain in use during the construction, and the intention was to refresh that space at a future time. Performing the room refresh (paint, ceiling tiles, wainscoting replacement, etc.) would be best done while the building is unoccupied.

The proposed changes in scope consist of:

Change AV configurations to meet new City standards, add additional network drops, add cabling for new external cameras, change original planned to City standard cabling.....	\$79,977
Revise glass in kitchen area to Spandrel, reroute gas line for better maintenance.....	\$35,640
Refresh multipurpose ballroom, add fans to classrooms.....	\$65,568

The work will be concurrent with current construction and not add any additional time to the contract.

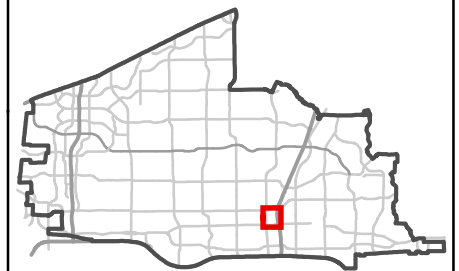
The elements of this change order would still need to be done if not approved now and will be disruptive to Center operation in a future project or projects. Staff and the design consultant have reviewed and recommend acceptance and approval of the change proposal of \$181,185.



Senior Center Expansion Renovation

Project 6626

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve an expenditure in the amount of \$2,800,000 for the purchase of real property located at 777 15th Street from 777 Building Partnership; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	13,837,320	0	13,837,320
Encumbered/Expended Amount	0	0	0	0
This Item	0	-2,800,000	0	-2,800,000
Balance	0	11,037,320	0	11,037,320

FUND(S): TIF II Fund

COMMENTS: Purchase of the property at 777 15th Street, in the amount of \$2,800,000, will leave a balance of \$11,037,320 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

777 15th Street is located on the northwest corner of 15th Street and G Avenue. The two-story office building was built in 1984. The 14,864 square foot building was built and occupied by a law firm that is vacating the premises after the closing of the sale. The building has one tenant with a lease that expires in December 2018.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Map	7/27/2018	Map

777 15th Street





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Vernie Rambo

CAPTION

To approve an expenditure for Omni-Directional Siren Installation and Replacement contract in the estimated amount of \$385,491 from American Communications for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense, CIP

FISCAL YEAR: 2017-18 thru 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	517,300	517,300
Encumbered/Expended Amount	0	0	-10,638	-10,638
This Item	0	0	-385,491	-385,491
Balance	0	0	121,171	121,171

FUND(S): Technology Improvements CIP Fund & Technology Services Fund

COMMENTS: Funding for this item is available in the 2017-18 Technology Improvements CIP Fund and Technology Services Fund. The total amount for the hardware and installation services for the addition and replacement of Early Warning Sirens is \$385,491. Funding for an additional six (6) sirens is available in the Technology Improvements CIP Fund, in the amount of \$241,911, which will leave a remaining balance of \$104,751 for future expenditures in the Technology Improvements CIP Fund. Funding for the replacement of six (6) depreciated sirens is available in the Technology Services Fund, in the amount of \$143,580, which will leave a remaining balance of \$16,420 for future expenditures in the Technology Services Fund. The available funds are earmarked in the 2017-18 Technology Improvements CIP Fund and Technology Services Fund Budgets; however, expenditures will occur in 2018-19.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2018-0193- X)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
2018-0193-X Recommendation Memo	8/6/2018	Memo

Date: July 24, 2018

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

From: Chris Chiancone, Chief Information Officer

Subject: Purchase and Installation of Early Warning Sirens

In 2015, the City sanctioned a study to determine the need for additional storm sirens to handle our expansion and growth. The study concluded that the City needed an additional six (6) sirens to service our community. Technology Services proposes purchasing the recommended six sirens and replace six aging existing sirens.

This purchase is a sole source purchase, which will include omnidirectional siren heads, poles, cabling, and battery backups. The total amount for hardware and installation services will be \$385,491.

These sirens are critical to the City of Plano, allowing emergency management the ability to warn our citizens of severe weather and allow them time to seek the safety of shelter. Failure to approve this purchase could potentially limit our ability to provide a preemptive warning for our community.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To ratify an expenditure in the amount of \$63,793 for replacement of one (1) John Deere 6110M Open Operator Station Tractor from United Ag and Turf for Fleet Services to be utilized by Sports Turf Maintenance Services; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	63,793	0	63,793
Encumbered/Expended Amount	0	0	0	0
This Item	0	-63,793	0	-63,793
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund

COMMENTS:

Funds are available in the FY 2017-18 Adopted Budget to purchase one (1) John Deere 6110M Open Operator Station Tractor for the unscheduled emergency replacement of a damaged unit in Cost Center 647/Sports Turf Maintenance Services. Funding for this unscheduled emergency replacement is available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

This is a necessary procurement because of unforeseen damage to public machinery, equipment, or other property. The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(3). (City of Plano Internal Contract No. 2018-0499-X)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/2/2018	Memo

Date: July 12, 2018
To: Bruce D. Glasscock, City Manager
From: Gerald Cosgrove P.E., Director of Public Works
Subject: Open Operator Station Tractor Purchase Ratification

Fleet Services purchased one (1) John Deere 6110M Open Operator Station Tractor from United Ag and Turf in the amount of \$63,793.24.

This unit is an unforeseen, unscheduled, emergency replacement for Unit 05136 in Cost Center 647 Sports Turf Maintenance Services. The unit experienced unforeseen mechanical failure and estimated repair costs were uneconomical given the age of the unit. Fleet staff shopped multiple vendors before purchasing this equipment and found that United Ag and Turf had the necessary equipment available for immediate delivery. Due to operational demands, this equipment has been purchased.

The purchase of the John Deere 6110M Open Operator Station Tractor for Cost Center 647 Sports Turf Maintenance Services is necessary for the following reasons:

1. Sports Turf Maintenance Services uses this unit to maintain sport fields throughout the City and its immediate replacement is necessary due to the high demands of mowing season.
2. In addition, there are safety concerns associated with the continued use of this older aging equipment and the cost to perform the repair needed to put this unit back in service would far exceed the value of the asset. Not purchasing this unit would have negatively affected turf maintenance operations.

Fleet Services requests ratification of the expenditure of \$63,793.24 which was necessary due to unforeseen mechanical failure.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve an expenditure for Holmatro Cutter and Spreader tools in the amount of \$134,915 from Metro Fire Apparatus Specialists, Inc. for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	134,915	0	134,915
Encumbered/Expended Amount	0	0	0	0
This Item	0	-134,915	0	-134,915
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund

COMMENTS:

Funds are available in the FY 2017-18 Adopted Budget to purchase eleven (11) Holmatro Cutter Core tools, eleven (11) Holmatro Spreader Core tools and eleven (11) hose sets for the unscheduled replacement of rescue tools 13460, 13461, 13463, 13464, 13465, 13466, 13467, 13469, 13470, 13471, and 13472. Funding for this unscheduled replacement of rescue tools is available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local

Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2018-0393-X)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/30/2018	Memo

Date: July 26, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, Director of Public Works

Subject: Holmatro Cutter and Spreader Tools

It is the recommendation of Fleet Services to purchase eleven (11) Holmatro Cutter Core tools, eleven (11) Holmatro Spreader Core tools, and eleven (11) hose sets for the tools to allow for the use of the existing powerheads in the amount of \$134,915.00 from Metro Fire Apparatus Specialists, Inc. This item is available to the City of Plano only through Metro Fire Apparatus Specialists, Inc, who is the sole factory authorized source for sales and service for Holmatro Tools for the entire state of Texas. Metro Fire Apparatus Specialists, Inc. has been approved as a sole source.

These items are an unscheduled replacement of Holmatro rescue tools unit numbers 13460, 13461, 13463, 13464, 13465, 13466, 13467, 13469, 13470, 13471, and 13472 in Cost Center 552 Fire. Funding allocated for the purchase of miscellaneous equipment is available in 071.8416 Equipment Replacement Fund, Implements and Apparatus. Due to operational demands, it is necessary to purchase at this time.

The purchase of Holmatro Cutter and Spreader tools in Cost Center 552 Fire is necessary for the following reasons:

1. While ladder companies are equipped with dedicated cutter and spreader units that operate independently of one another, pumper companies are equipped with Combi tools that incorporate cutting and spreading functions in one machine. Experience over the last five years has shown these units to be inferior to dedicated cutter and spreader units. The individual units are more powerful, cut smoother, and spread wider than the Combi tools.
2. If dedicated cutter and spreader units are not purchased, pumper companies will continue to use less effective Combi tools.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve an expenditure for the construction of Windhaven Meadows Park in the amount of \$10,501,806 from CORE Construction Services of Texas, Inc.; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18 & 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,818,481	20,887,963	5,180,000	27,886,444
Encumbered/Expended Amount	-1,818,481	-4,756,302	0	-6,574,783
This Item	0	-210,036	-10,291,770	-10,501,806
Balance	0	15,921,625	-5,111,770	10,809,855

FUND(S): Park Improvements CIP, Municipal Drainage CIP & Capital Maintenance

COMMENTS:

Funding for this item is available in the 2017-18 Park Improvements CIP, Municipal Drainage CIP and Capital Maintenance Fund, and is planned for the following year. Construction of Windhaven Meadows Park, in the amount of \$10,501,806, will leave a combined balance of \$10,809,855 across six projects in three CIP Funds.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

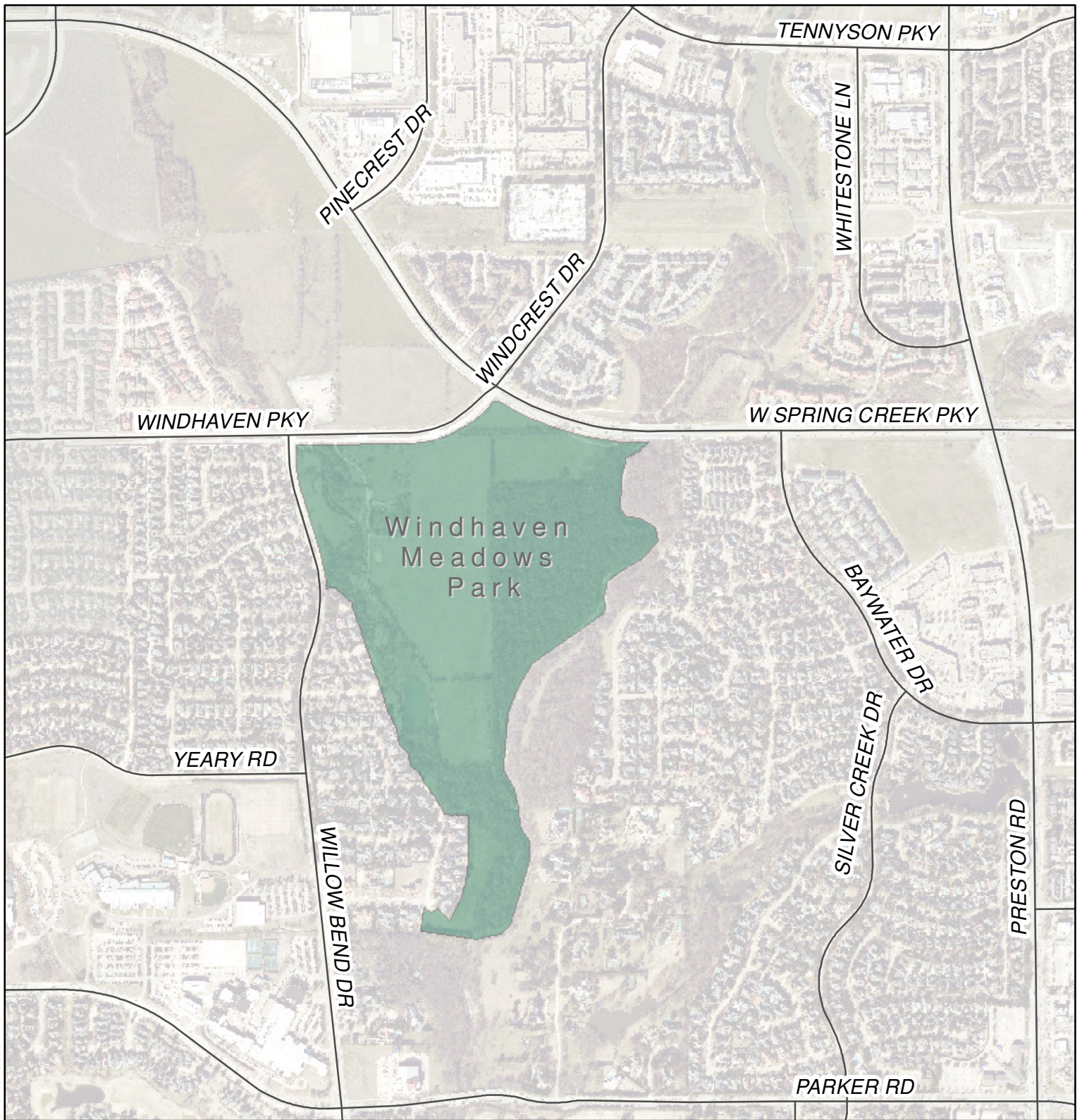
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	7/27/2018	Map
Recommendation Memorandum	7/27/2018	Memo



0 500 1,000
Feet

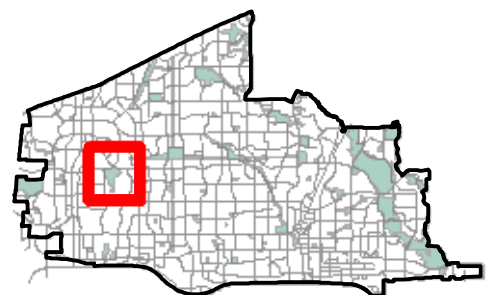


Windhaven Meadows Park

5400 Windhaven Pkwy.
Plano, TX 75093

Project number: 6396

Project Location



Date: August 13, 2018

To: Bruce D. Glasscock, City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Award of RFQ 2018-0091-B for Windhaven Meadows Park, Project No. 6396

Through a two-step process, City staff selected CORE Construction Services of Texas, Inc. (CORE), as Construction Manager at Risk (CMAR) for the subject project and entered into a pre-construction services agreement on May 4, 2018.

During the pre-construction period, CORE, working with the design consultants and City staff, provided extensive constructability and value engineering feedback and several construction cost estimates for review by the project design team.

CORE competitively bid all of the project elements. Staff and the design consultants have reviewed and evaluated the bids received and are in agreement with the proposed GMP of \$10,501,806. The proposed GMP is within the project budget and comparable to recent project estimates.

The project includes parking for 328 cars, a 5.48 acre dog park, approximately 1.4 miles of trail that will connect to Legacy Trail along White Rock Creek, a large pavilion, restroom buildings, improvements to the existing ponds, a landscape buffer adjacent to existing residents and a universally accessible playground with water play area. Most of the 124 acre park will remain as open space. All park elements have been carefully designed to interact with the site providing a low impact final product.

Dog Park - The dog park area is comprised of fencing, paved pathways, shade structures, seating areas, drinking stations, and pet waste and litter receptacles. All of the elements within the dog park area are designed to interact with the existing terrain and provide a natural environment for pet and pet owner enjoyment. The area dedicated to the dog park is over five acres.

Playground Area - On December 19, 2017 the Plano City Council approved an agreement for a \$1,000,000 donation from Liberty Mutual Insurance Company for a universally accessible and inclusive playground that will accommodate children with disabilities. The playground will cover an area of over 20,000 square feet and will include multiple playground features along with a water play feature that will help to make this playground more inviting and useable during hot summer months.

This project is expected to relieve some of the overcrowding and over use being experienced at Arbor Hills Nature Preserve. The park provides for a dog park and all abilities playground which are not currently available in this part of the City. If this project is not awarded, this large park property will not be available for public use and the City will need to refund the \$1,000,000 donation provided by Liberty Mutual for the funding of the all abilities playground.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: CUS

Department Head: Denise Tacke

Agenda Coordinator: Angie Morales

CAPTION

To approve an expenditure for Upgrade of Aclara Data Collector Units in the amount of \$313,937 from Aclara Technologies LLC for Customer & Utility Services Division; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	687,887	0	687,887
Encumbered/Expended Amount	0	-83,589	0	-83,589
This Item	0	-313,937	0	-313,937
Balance	0	290,361	0	290,361

FUND(S): WATER & SEWER FUND

COMMENTS: This item approves price quotes for providing Data Collector Unit (DCU) upgrades. Expenditures will be made from the Utility Billing Field Services cost center within the approved budget appropriations for the fiscal year. The estimated expenditure for the data collection units to be purchased from this contract for FY 2017-18 is \$313,937. The remaining budgeted funds will be used for other meter maintenance parts and supplies.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract

No. 2018-0241-X)

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/27/2018	Memo

Date: July 26, 2018

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

From: Denise Tacke, Director of Finance 

Subject: Upgrade of Data Collector Units

We currently have 76 Aclara Data Collector Units (DCU's) deployed throughout the city. We have been approved for an AMR/Meter Replacement project which includes replacing approximately 84,000 Meter Transmission Units (MTU's). In order to utilize the latest version of Aclara's MTU, we must upgrade the DCU to allow hourly readings and two-way communication. This upgrade will include replacing all internal parts, adding a second antenna and switching to 4G LTE cellular backhaul.

Therefore, we recommend award to Aclara Technologies LLC, a sole source vendor to complete this upgrade in the amount of \$313,937.00. This contract is for a one-time purchase.

Failure to award this contract will eliminate our ability to move forward with our AMR/Meter Replacement project.

CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an expenditure for engineering design related services in the amount of \$109,900 from Spiars Engineering, Inc. for Downtown Parking Lots; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2017-18 & 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	100,000	500,000	600,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-54,000	-55,900	-109,900
BALANCE		0	46,000	444,100	490,100

FUND(S): Street Improvements CIP

COMMENTS:

Funding is available for this item in the 2017-18 Street Improvements CIP and is planned for future years. Design services for the Downtown Parking Lots project, in the amount of \$109,900, will leave a project balance of \$490,100 for future project expenses.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$109,900 for professional design services from Spiars Engineering, Inc., for the Downtown Parking Lots project. This project includes engineering design services for the following items:

- Two new parking lots along Municipal Avenue located south of 14th Street.
- Modifications of an existing walkway adjacent to the Plano Masonic Lodge to improve pedestrian

access to McCall Plaza.

- Improved pedestrian access from K Avenue to the Municipal Center parking lot.

The total expenditure is for \$109,900.

Spiars Engineering, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2016-0267-X.

The benefit of this project includes additional parking for the downtown area and improved pedestrian access to McCall Plaza and the Municipal Center parking lot.

Not approving the expenditure would result in continued issues related to the difficulty of pedestrian access and parking in the downtown area.

Strategic Plan Goal:

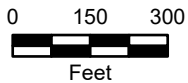
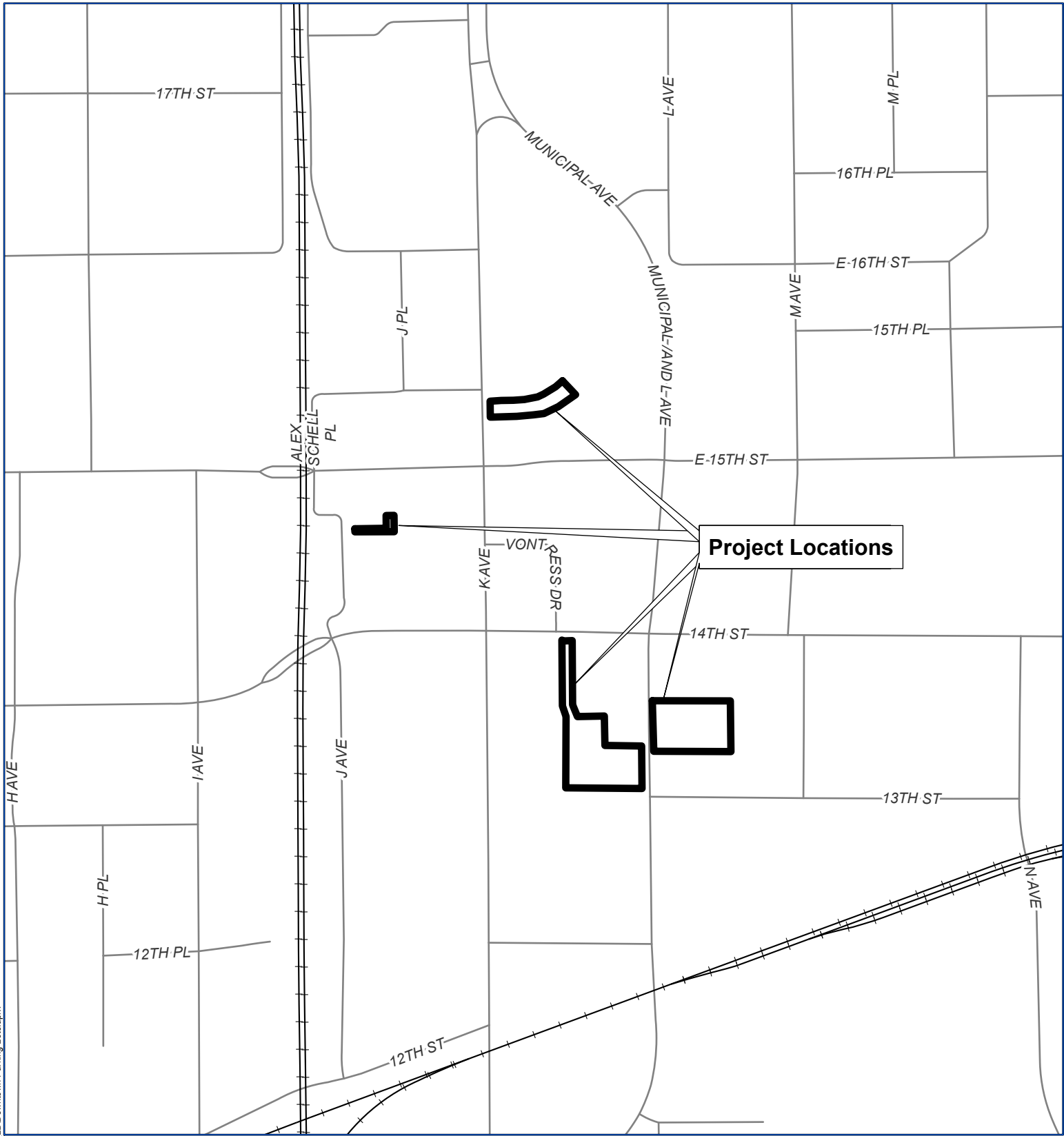
Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

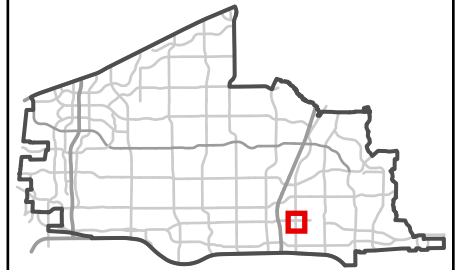
Description	Upload Date	Type
Map	7/19/2018	Map



Downtown Parking Lots

Project No. 6993

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Environmental Waste Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Tiffany Stephens

CAPTION

To approve an Interlocal Agreement with the City of Plano, Texas, and the City of Allen, Texas, for a household hazardous waste recycling and reuse program; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said agreement and providing required information. **Approved**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19; 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	100,000	100,000
Balance	0	0	100,000	100,000

FUND(S): Sustainability & Environmental Services Fund

COMMENTS: This item approves the terms and conditions of an Interlocal Agreement with the City of Allen which will provide \$50,000 for FY 2018-19 and \$50,000 for FY 2019-20 related to the collection and disposal of household hazardous waste.

SUMMARY OF ITEM

The City of Plano receives household hazardous waste collected from the City of Allen delivered to the Parkway Service Center. The City of Plano sorts the HHW for collection by our HHW Contractor, Stericycle. The City of Allen pays the City of Plano a monthly fee based on the total number of single-

family homes in Allen (currently \$0.17 per house per month).

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement	8/2/2018	Agreement

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF ALLEN, TEXAS
FOR
HOUSEHOLD HAZARDOUS WASTE RECYCLING AND REUSE PROGRAM**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as “**PLANO**”), and the **CITY OF ALLEN**, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as “**ALLEN**”) (collectively the “Parties” or singularly a “Party”).

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function of which both **PLANO** and **ALLEN** are engaged for the benefit of their citizens; and

WHEREAS, **PLANO** and **ALLEN** recognize the benefit of recycling as a means of reducing solid waste disposal and preserving and protecting the health, safety and welfare of their citizens; and

WHEREAS, **PLANO** and **ALLEN** consider a household-hazardous-waste-collection program an important part of controlling pollutants in our stormwater management program; and

WHEREAS, for several years **PLANO** and **ALLEN** have operated a household hazardous waste (“HHW”) collection program in which certain recyclable or reusable HHW items are collected and recycled described in Exhibit A and incorporated herein as **Exhibit A**) through the **PLANO** and **ALLEN** HHW reuse facilities for the benefit of its citizens; and

WHEREAS, **PLANO** maintains a HHW reuse facility at the City’s Parkway Service Center, 4120 W. Plano Parkway (“Plano HHW Facility.”) This Plano HHW Facility is used for sorting and stocking HHW items collected for reuse. The Plano HHW Facility is also used for recycling latex paint and offering it for reuse; and

WHEREAS, **ALLEN** maintains a HHW reuse facility at the City’s Service Center, 900 South Greenville Avenue (“Allen HHW Facility.”) This Allen HHW Facility is used for stocking HHW items collected for reuse. The Allen HHW Facility is also used for offering recycled latex paint for reuse; and

WHEREAS, **ALLEN** wants to continue a HHW collection program within its corporate city limits and utilize the Plano HHW Reuse Facility to sort and stock its reusable HHW items along with stocking reusable items at the **ALLEN** HHW Facility; and

WHEREAS, HHW recycling is a common governmental interest shared by both cities, and the joint use of **PLANO’S** HHW Facility and **ALLEN’S** HHW Facility and paint

recycling operation will benefit the public health, safety and welfare of the citizens of **PLANO** and **ALLEN**; and

WHEREAS, PLANO and **ALLEN** have current funds available to satisfy any fees or expenses incurred pursuant to this Agreement.

NOW, THEREFORE, PLANO and **ALLEN**, for the mutual consideration hereinafter stated, agree as follows:

I.

EFFECTIVE DATE

The effective date of this Agreement shall be October 1, 2018.

II.

TERM

The initial term of this Agreement shall be for the period of two (2) years, beginning October 1, 2018, and ending September 31, 2020. Thereafter, this Agreement shall be renewed for five (5) successive terms of two (2) years each, unless either Party provides written notice not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term.

III.

DUTIES OF PARTIES

3.1 PLANO will assist **ALLEN** with sorting and stocking the HHW materials collected by **ALLEN** and delivered to the **PLANO** HHW Facility. **ALLEN** will deliver only those HHW materials to the **PLANO** HHW Facility, which are identified in **Exhibit A** as acceptable materials.

3.2. PLANO reserves the right to reject any HHW materials, or other solid waste delivered by **ALLEN** to the Plano HHW Facility, which in **PLANO**'s sole judgment is unacceptable. **ALLEN** shall be solely responsible for the proper disposal of any HHW materials or other solid waste materials rejected by **PLANO**.

3.3. PLANO will make the Plano HHW Facility available to citizens of **ALLEN** for pick up of sorted and stocked items during scheduled times as mutually agreed. **ALLEN** will make the Allen HHW Facility available to citizens of **PLANO** for pick up of sorted and stocked items during scheduled times as mutually agreed. Use of the facilities by citizens of **ALLEN** and **PLANO** is limited to pick up of sorted and stocked items in accordance with the policies of the respective Reuse Facility. Under no circumstances, will **ALLEN** citizens be allowed to drop off HHW materials or other solid waste materials at the **PLANO** Reuse Facility; nor will **PLANO** citizens be allowed to drop off HHW materials at the **ALLEN** Reuse Facility.

3.4 ALLEN agrees to provide properly trained workers in sufficient number to assist the Plano HHW Facility staff with unloading, sorting, processing and stocking HHW material delivered to the **PLANO** HHW Facility by **ALLEN**.

3.5. PLANO and **ALLEN** agree that each City will maintain their own equipment used in conjunction with the HHW collection program.

3.6 ALLEN shall pay a monthly fee, as set forth in Paragraph IV of this Agreement, for the use of the Plano HHW Facility. This monthly fee shall be due and owing on or before the date set forth in this Agreement.

3.7 Upon termination of this Agreement, all delivery of HHW materials shall cease. During the thirty-day notice period required by Article V below, each Party shall provide written notice of the termination of this Agreement to their citizens.

IV.

PAYMENT TERMS/ FISCAL FUNDING

4.1 ALLEN agrees to pay **PLANO** a fee of \$0.17 per single-family residential household in **ALLEN** per month for the right to utilize the **PLANO** HHW Facility in accordance with the terms of this Agreement. Such payment shall be due and payable to **PLANO** by the 20th day of each month following the effective date of this Agreement. **ALLEN** shall provide documentation of the current number of single-family residential homes located within the City of Allen with each monthly payment.

4.2 PLANO may negotiate a fee increase with **ALLEN** as costs and conditions dictate. **PLANO** should provide **ALLEN** a notice of cost increase on or before March 1 of each calendar year to assist in budget preparation for the next fiscal Year. All cost increases shall take effect on October 1 at the start of a new Fiscal Year.

4.3 All fees and expenses incurred by either Party, as a result of its obligations hereunder, shall be paid from current revenues legally available to each Party respectively. **ALLEN** and **PLANO** recognize that the continuation of any contract after the close of any given fiscal year, which fiscal years end on September 30th of each year, shall be subject to approval by the City Council of **ALLEN** and **PLANO** respectively. In the event that the City Council of **ALLEN** or **PLANO** do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

V.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either Party giving thirty (30) days prior written notice to the other Party. In the event of such termination by either Party, **ALLEN** shall pay all fees that may be due and owing up to and including the effective date of termination of this Agreement.

VI.

NOTICE

Notice as required by this Agreement shall be in writing and delivered to the Parties via facsimile or certified mail at the addresses listed below:

PLANO

Environmental Waste Services Manager
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358
Telephone (972) 964-4104
Facsimile: (972) 964-4172

ALLEN

Director of Community Services
City of Allen
One Allen Civic Plaza
Allen, Texas 75013
(214) 509-4501
(214) 509-4590

With Copies to:

City Attorney
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Peter G. Smith, City Attorney
Nichols, Jackson, Dillard, Hager &
Smith
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
214-965-9900
214-965-0010

Each Party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

VII.

HOLD HARMLESS

Each Party, to the extent authorized under the constitution and laws of the State of Texas 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 expense to persons or property that may arise out of or be occasioned by this Agreement.

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

VIII.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between **PLANO** and **ALLEN** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IX.

VENUE

The laws of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto. This Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

X.

SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found 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 validity of the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice of its intent to terminate.

XI.

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.

XII.

ASSIGNMENT AND SUBLETTING

The Parties hereby agree that the duties and obligations arising under this Agreement cannot be assigned or sublet without the prior written consent of the other Party.

XIII.

INTERPRETATION OF AGREEMENT

This is a mutually negotiated Agreement. Should any part of this Agreement be in dispute, the Parties agree that this document shall not be construed more favorably for either Party.

XIV.

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 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.

EXECUTED in duplicate originals this _____ day of _____, 2018.

Approved as to Form:

CITY OF PLANO, TEXAS

Paige Mims, City Attorney

By:

Bruce D. Glasscock
City Manager

Approved as to Form:

CITY OF ALLEN, TEXAS

Peter G. Smith, City Attorney

By:

Peter H. Vargas
City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN_____)

This instrument was acknowledged before me on the _____ day of _____, 2018, by **Peter H. Vargas**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2018, by **Bruce D. Glasscock**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT A
The City of Plano Household Hazardous Waste (HHW) Reuse Program

I. HHW Materials Accepted

Household Products

Ammonia-based cleansers
Drain cleaner
Fire extinguishers
Floor care products
Fluorescent bulbs that don't fit in the automated pick-up trash bin
Furniture polish
Insect sprays
Metal polish with solvent
Oven cleaner
Used syringes with special pick-ups arranged at front porch
Window cleaners

Products Found in the Garage

Aerosol spray paint
Antifreeze
Automatic transmission fluid
Brake fluid
Car batteries and battery acid
Car wax and metal polish with solvent
Diesel fuel
Gasoline
Kerosene
Lighter fluid
Latex paint
Motor oil
Oil-based paint
Oil filters
Paint stripper
Paint thinner
Power steering fluid
Primers
Propane tanks
Turpentine
Varnish
Wood preservatives

Note: All used automotive fluids must be in a heavy-duty plastic bottle (such as from detergent or orange juice) secured by a screw-topped lid and clearly labeled with the contents.

Garden Products

Fertilizer
Fungicide
Herbicide
Pesticide

Pool Chemicals

Alkaline additive
Pool chlorine
Muriatic acid
Pool cleaners
Shock treatment

II. HHW Materials Not Accepted

Expired medication – place in trash in sealed containers
Ammunition
Arsenic
Chemicals not in original containers with the exception of used automotive fluids
(see above)
Chemical containers larger than five gallons
Explosives
Medical waste
Mercury
Nuclear/radioactive waste
Thermometers
Unidentified chemicals



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve a Development Agreement between the City of Plano, Texas and TB Plano 1 LLC for the Plano Marine Development Project; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	13,837,320	0	13,837,320
Encumbered/Expended Amount	0	0	0	0
This Item	0	-423,356	0	-423,356
Balance	0	13,413,964	0	13,413,964

FUND(S): TIF II Fund

COMMENTS:

This development agreement for the Plano Marine Project, in an amount not to exceed \$423,356, will leave a balance of \$13,413,964 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The Plano Marine Project is a multifamily project located on the northwest corner of 10th Street and K Avenue in Downtown Plano. TB Plano 1 LLC, the developer, has requested TIF II funds for the relocation of a gas main and a storm drain connection. The Board of Directors for the Tax Increment

Financing Reinvestment Zone Number Two recommends the approval of a development agreement in the not to exceed amount of \$423,356.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/1/2018	Memo
Agreement	8/1/2018	Agreement

Date: July 31, 2018

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Development Agreement for the Plano Marine Project

The Plano Marine Project is located on the northwest corner of 10th Street and K Avenue. The project consists of two multifamily buildings with 380 total units and a 512-space parking garage. TB Plano 1 LLC, the developer, has requested TIF II funds for the relocation of a gas main and a storm drain connection. The proposed approved concept plan on the following page.

The Board of Directors for the Tax Increment Financing Reinvestment Zone Number Two (TIF II) has reviewed the project. The Board recommends the approval of a development agreement in the not to exceed amount of \$423,356. The funds will allow for the relocation of an Atmos gas line in the amount of \$249,000 and a new storm drain line in J Place in the amount of \$174,356. The requested TIF funding is paid as a reimbursement for the actual cost of the work in an amount not to exceed \$423,356.



SUMMARY TABLE:									
COURSE		UNIT 1 BLOCK A		UNIT 1 BLOCK B					
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135TH BLOCK: 12:00 AM - 1:00 AM		135TH BLOCK: 12:00 AM - 1:00 AM		135TH BLOCK: 12:00 AM - 1:00 AM					
136TH BLOCK: 1:00 AM - 2:00 AM		136TH BLOCK: 1:00 AM - 2:00 AM		136TH BLOCK: 1:00 AM - 2:00 AM					
137TH BLOCK: 2:00 AM - 3:00 AM		137TH BLOCK: 2:00 AM - 3:00 AM		137TH BLOCK: 2:00 AM - 3:00 AM					
138TH BLOCK: 3:00 AM - 4:00 AM		138TH BLOCK: 3:00 AM - 4:00 AM		138TH BLOCK: 3:00 AM - 4:00 AM					
139TH BLOCK: 4:00 AM - 5:00 AM		139TH BLOCK: 4:00 AM - 5:00 AM		139TH BLOCK: 4:00 AM - 5:00 AM					
140TH BLOCK: 5:00 AM - 6:00 AM		140TH BLOCK: 5:00 AM - 6:00 AM		140TH BLOCK: 5:00 AM - 6:00 AM					
141ST BLOCK: 6:00 AM - 7:00 AM		141ST BLOCK: 6:00 AM - 7:00 AM		141ST BLOCK: 6:00 AM - 7:00 AM					
142ND BLOCK: 7:00 AM - 8:00 AM		142ND BLOCK: 7:00 AM - 8:00 AM		142ND BLOCK: 7:00 AM - 8:00 AM					
143RD BLOCK: 8:00 AM - 9:00 AM		143RD BLOCK: 8:00 AM - 9:00 AM		143RD BLOCK: 8:00 AM - 9:00 AM					
144TH BLOCK: 9:00 AM - 10:00 AM		144TH BLOCK: 9:00 AM - 10:00 AM		144TH BLOCK: 9:00 AM - 10:00 AM					
145TH BLOCK: 10:00 PM - 11:00 PM		145TH BLOCK: 10:00 PM - 11:00 PM		145TH BLOCK: 10:00 PM - 11:00 PM					



TRUE NORTH

EX-1

PROJECT # 2018-008
5,679 ACRES
LOT 1, BLOCK A AND LOT, BLOCK B
PLANO MARINE ADDITION
CITY OF PLANO, COLLIN COUNTY, TEXAS
JUNE 27, 2018

APPROVED
JULY 2, 2018
CITY OF PLANO
ZONING COMMISSION

EXPIRES
JULY 2, 2020
CITY OF PLANO

**REVISED CONCEPT
PLAN**

Toll Brothers
APARTMENT LIVING
10TH AND K AVENUE
MULTIFAMILY
1005 K AVENUE
Page 109

gff ARCHITECTS

2808 Fairmount Street, Suite 300
Dallas, Texas 75201 | 214.303.1500
817.303.1500

3300 West 7th Street, Suite 110
Fort Worth, Texas 76107 |

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND TB PLANO 1 LLC FOR THE PLANO MARINE DEVELOPMENT PROJECT

This Development Agreement ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation (the "City"), acting by and through its duly authorized officers, and TB Plano 1 LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, Developer desires to develop a site of approximately 5.577± acres located at the southwest corner of 10th Street and K Avenue (the "Property") and as shown in Exhibit "A:" attached hereto; and

WHEREAS, Developer has proposed the development of a multi-family development on the Property in substantial compliance with a Concept Plan prepared by DEVELOPER attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

WHEREAS, Developer's proposed development is located in Tax Increment Financing District No. 2 ("TIF 2") and is in keeping with the intent of that reinvestment zone, including the promotion of sound growth; and

WHEREAS, a portion of the proposed public improvements (hereinafter defined as the "Public Improvements") shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, the Public Improvements are funded under General Category Allocations (demolition; and streets, utilities and landscaping) identified in the current *Project Plan and Financing Plan* for TIF 2, for which at least Four Hundred Twenty-Three Thousand Three Hundred and Fifty-Six Dollars (\$423,356) has been budgeted; and

WHEREAS, the termination date for TIF 2 is December 31, 2029; and

WHEREAS, Developer's proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013; and

WHEREAS, this Agreement complies with Local Government Code Chapter 374, Subchapter D, as amended; and

WHEREAS, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City, including, but not limited to the creation of a pedestrian-oriented residential development near the Downtown Plano DART rail station; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the Development is supported by adequate levels of public facilities and services; and

WHEREAS, Developer has executed the certification attached hereto as Exhibit "H" which is incorporated herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEVELOPER'S OBLIGATIONS

- A. As a pre-condition to receiving any funding from the City as authorized by this Agreement, Developer shall:
1. Obtain approval of a final site plan as required to develop a minimum of 380 multi-family unit project (the "Development");
 2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of construction financing;
 3. Obtain all necessary City permits to begin construction of the Development and begin construction of the Development no later than December 31, 2020; Construction shall be deemed to have begun when Developer commences site work (i.e., grading, clearing or trenching) on the Property;
 4. Complete the design, construction, and installation of the private improvements comprising the Development, at its sole cost and expense, and which when completed shall have a private investment value (land and improvements) of not less than sixty-five million Dollars (\$65,000,000.00);
 5. Complete the design, construction, and installation of all public improvements described in Exhibit "C" attached hereto (the "Public Improvements.") The Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be substantially completed on or before December 31, 2021;
 6. Convey the Public Improvements to the City, evidenced by a letter indicating the acceptance of the Public Improvements by the Director of Engineering, and any other instrument which the City may reasonably request, and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and maintenance bonds; and
 7. Request payment from the City in writing along with evidence of funds expended on Project Costs. Payments shall include all supporting documentation that may be reasonably requested by the City.

- B. Developer shall complete construction of 100% of the dwelling units comprising the Development by December 31, 2022, as a condition to retaining any funds paid to Developer by the City pursuant to Section 2. below. A dwelling unit shall be considered complete with the City's approval of the final building inspection.

SECTION 2. CITY'S OBLIGATIONS

- A. Upon Developer's satisfaction of the conditions to payment set forth in Section 1(A) above, the City shall perform the following obligations:
1. Pay to Developer the lesser of Four Hundred Twenty-Three Thousand Three Hundred and Fifty-Six Dollars (\$423,356) and funds expended by Developer on Project Costs (defined below) less Overhead Costs (defined below) upon Developer's completion of the conditions set forth in Section 1(A) above within 30 days after approval of final inspection of the Public Improvements and City's receipt of Developer's written request for payment. Reimbursement to the Developer for eligible expenses, "Project Costs" (as defined hereinafter) will occur after final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.5 and 1.A.6 above. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs for Public Improvements, including but not limited to:
 - i. Construction of storm sewer, drainage, water utilities, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or specified on the project plans approved by the City in the not to exceed amount of \$423,356
 3. "Overhead Costs" means:
 - i. overhead and management fees of Developer;
 - ii. financing charges;
 - iii. marketing costs;
 - iv. legal fees; and
 - v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.
- B. All Public Improvement reimbursement payments to Developer under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be obligated for payment from the City's general fund or any other City fund unrelated to TIF 2 funds;
- C. The Property is located within a Neighborhood Empowerment Zone. Therefore, in addition to the reimbursements provided for in Subsection (A) above, the Development is eligible for all fee waivers as defined in Resolution No. 2017-1-1(R). All applicable building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work.

SECTION 3. DESIGN AND CONSTRUCTION

- A. Design management for the Public Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.
- B. Developer shall obtain all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.
- C. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Public Improvements at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- D. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- E. Upon completion of the Public Improvements, Developer shall provide a maintenance bond as provided in the form on attached Exhibit "E" in an amount mutually and reasonably agreed between the City and Developer.
- F. Except as provided herein, all project designs, drawings, site plans and other documents produced by Developer in connection with the Development, including those attached to this Agreement, shall remain the property of Developer. In exchange for Developer's acceptance of the above-described reimbursement from the City, the portion of the plans created for the Public Improvements shall become the property of the City upon dedication and acceptance as required by Section 1.A.5. and 1.A.6. of this Agreement.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

- A. Should Developer fail to complete installation of the Public Improvements by the date specified in Section 1.A.5. of this Agreement, the City shall have no obligation to expend funds to complete the Public Improvements.
- B. If, by the date specified in Section 1.B. of this Agreement, Developer has not completed required number of the housing units as required, Developer shall refund to the City a percentage of the reimbursement received for Public Improvements. The percentage refund shall be based on the percentage of housing units that have not been completed by the date specified in Section 1.B. above. Payment of the percentage refund shall be the sole and exclusive remedy for Developer's failure to timely complete dwelling units by the date specified in Section 1.B.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of the multifamily housing development contemplated hereunder is delayed by reason by war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2022. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year. Developer has the right to terminate this Agreement at any time prior to initiating construction of the Public Improvements.

SECTION 7. AUTHORITY OF DEVELOPER

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Texas. Developer will provide a certificate of status from the Texas Secretary of State's office evidencing Developer's current legal status and authority to conduct business in Texas. Developer represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

SECTION 8. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under

this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 9. REMEDIES

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. Except as otherwise provided herein, if a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

SECTION 10. BANKRUPTCY

In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Developer in immediate default with the terms and conditions of this Agreement.

SECTION 11. INDEMNIFICATION

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER 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. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS

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

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

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

SECTION 13. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for Developer, to:

TB Plano 1 LLC
Attention: Joshua M. Rubinich, Senior Vice President
250 Gibraltar Road, 3 West
Horsham, PA 19044

SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or Vice President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

SECTION 15. GIFT TO PUBLIC SERVANT

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE

Developer agrees to comply with Section 2-11(F) of the City Code of Ordinances, which 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."

Developer also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance's application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the Agreement will be placed on hold.

SECTION 17. CERTIFICATION

Developer certifies that it does not and will not boycott Israel during the term of this Contract. Developer has executed the Certification, attached and incorporated herein as Exhibit "G".

SECTION 18. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

SECTION 19. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 20. LEGAL CONSTRUCTION

In case 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 any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 22. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 23. SUCCESSORS AND ASSIGNS

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the City of Plano City Council, which approvals shall not be unreasonably withheld.
- B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Developer in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Developer herein are included in such assignment.

SECTION 24. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 25. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

EXECUTED on the _____ day of _____, 2018, by City, signing by and through its City Manager.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by Bruce D. Glasscock, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

TB Plano 1 LLC, a Delaware limited liability company

By: _____
Joshua M. Rubinich, Senior Vice President

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

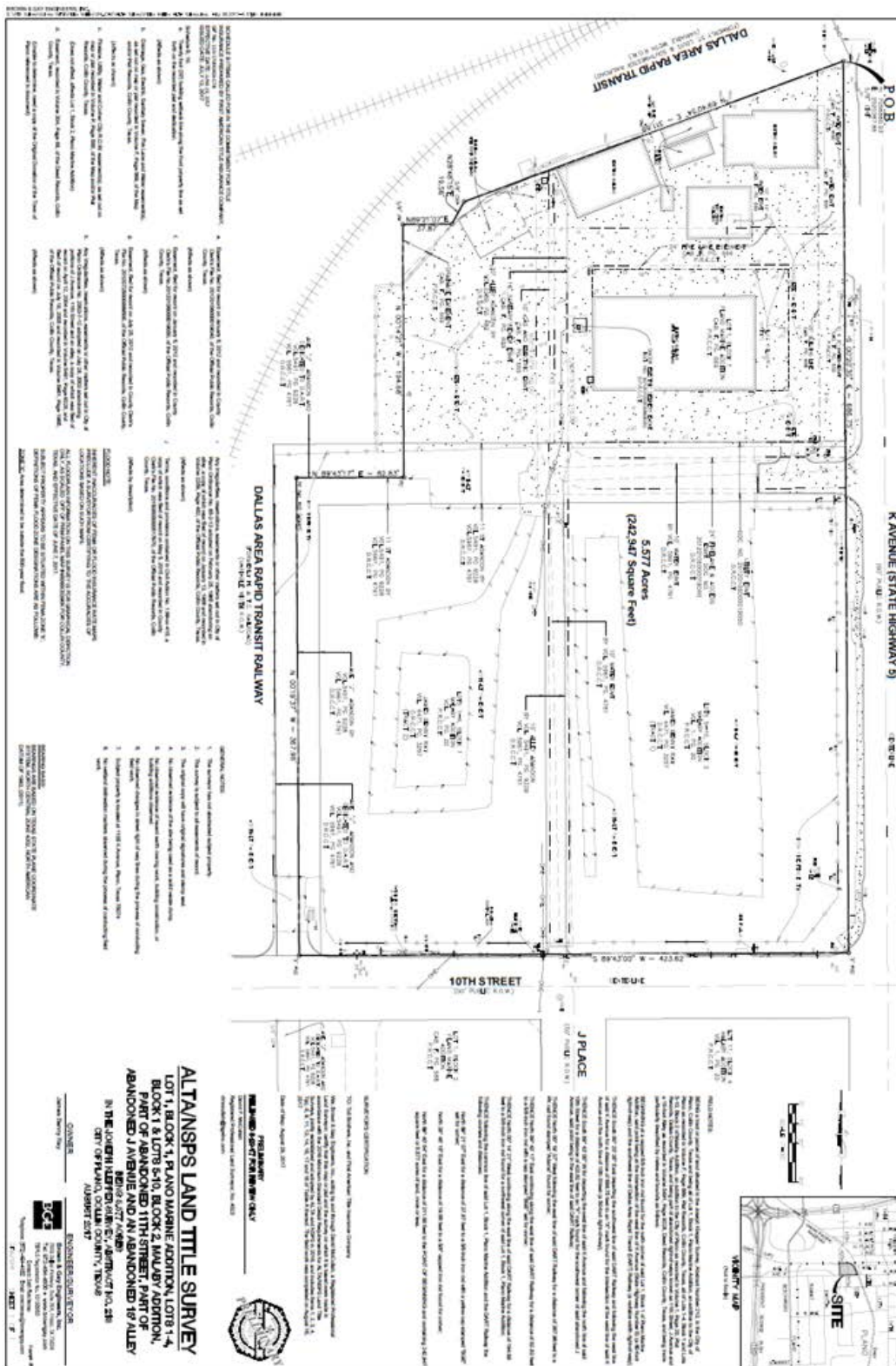
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the _____ day of _____, 2018,
by _____, _____ of **TB Plano 1 LLC**, a Delaware limited liability company.

Notary Public, State of Pennsylvania

My Commission Expires: _____

Legal Description



CONCEPT PLAN



EXHIBIT C

Description and Cost Estimates of Public Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

Public Improvements of least Four Hundred Twenty-Three Thousand Three Hundred and Fifty-Six Dollars (\$423,356) are comprised of the following scope items:

- a. Streets, Utilities, and Landscaping: Reimbursement of the cost of on-street parking, brick sidewalks, street trees, ornamental street lights and other improvements in the public right-of-way. In addition, the reimbursement of the cost of off-site adjustments to public utilities as required to provide service to the site. The requested TIF funding is the actual cost of the work in an amount not to exceed \$423,356.

EXHIBIT D

Contractor's and Developer's Insurance Requirements

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

Maintenance Bond

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of _____ **DOLLARS** (\$_____), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST: _____
BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST: _____
BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Maintenance Bond must be same date that City Council awarded Contract. Date on Page 2 of Maintenance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

EXHIBIT F

Affidavit of No Prohibited Interest

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 **TB Plano 1 LLC**, a Limited Liability Company organized under the laws of the State of Delaware, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **TB Plano 1 LLC**, 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.

Company Name: TB Plano 1 LLC, a Delaware limited liability company

By: _____
Signature

Joshua M. Rubinich
Print Name

Senior Vice President
Title

Date

STATE OF PENNSYLVANIA §
 §
COUNTY OF MONTGOMERY §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of Pennsylvania

EXHIBIT G

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

Company Name: TB Plano 1 LLC, a Delaware limited liability company

SIGNED BY: _____

Print Name & Title: Joshua M. Rubinich, Senior Vice President_____

Date Signed: _____

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company for contracts of goods or services (which includes contracts formed through purchase orders) over \$50,000.

EXHIBIT H

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2264

TB PLANO 1 LLC, A DELWARE LIMITED LIABILITY COMPANY ("Developer") hereby certifies that Developer, and the branches, divisions, and departments of Developer, do not and will not knowingly employ an Undocumented Worker. For purposes of this certification "Undocumented Worker " means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States; or (B) authorized under law to be employed in that manner in the United States.

In the event that during the term of an agreement for a Public Subsidy from the City of Plano, Developer or any branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Developer, Developer must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City of Plano, the aggregate amount of any Public Subsidy received by Developer from the City of Plano, if any, plus Simple Interest at a rate of two percent (2%) per annum.

For the purposes of this Certification, "Public Subsidy" means a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in this state. The term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. "Simple Interest" is defined as a rate of interest applied only to an original amount of a grant payment made to Developer by the City. This rate of interest can be applied each year or prorated as to partial years, but will only apply to the amount of subsidies received hereunder and is not applied to interest calculated. For example, if a subsidy payment received by Developer is \$10,000 and it is required to be paid back with one percent (1%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.01)]$, which is \$10,500. As provided by Chapter 2264 of the Government Code, this repayment obligation shall not apply to convictions of any affiliate of Developer, any franchisee of Developer, or any person or entity with whom Developer contracts.

DEVELOPER:

By: _____

Name: Joshua M. Rubinich

Its: Senior Vice President



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve an Interlocal Agreement between City of Plano and Dallas Area Rapid Transit for the Cotton Belt Corridor Regional Rail Project; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

Operating Expense, Revenue

FISCAL YEAR: 2018-19 to 2038-39	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	12,300,000	12,300,000
Balance	0	0	12,300,000	12,300,000

FUND(S): TIF II Fund and TIF III Fund

COMMENTS: This item commits the City of Plano to an interlocal agreement with DART which calls for the establishment of a third Tax Increment Financing (TIF) reinvestment zone and dedication of revenue from the existing Downtown Plano TIF for a period of 20 years, with the total dedication not to exceed \$12,300,000.

SUMMARY OF ITEM

The attached Interlocal Agreement between City of Plano and Dallas Area Rapid Transit for the Cotton Belt Corridor Regional Rail Project outlines the responsibilities of DART and the City. DART agrees to construct the Cotton Belt Corridor Regional Rail Project as defined by the DART Service Plan as

amended, the Financial Plan, and the Environmental Impact Report. The City agrees to aid in funding the project. The cities of Richardson and Addison have also agreed to provide funding.

Strategic Plan Goal:

Exciting Urban Centers - Destination for Residents and Guests, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/2/2018	Memo
Agreement	8/8/2018	Agreement

Date: July 31, 2018

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Interlocal Agreement with DART for the Cotton Belt Corridor Regional Rail Project

The attached Interlocal agreement outlines the responsibilities of DART and the City. DART agrees to construct the Cotton Belt Corridor Regional Rail Project as defined by the DART Service Plan as amended, the Financial Plan, and the Environmental Impact Report. The Service Plan includes Cotton Belt stations at 12th Street and Shiloh Road; a 12th Street Station for the Red Line (and pedestrian connections to the Cotton Belt station); and grade separations at Plano Parkway and Jupiter Road.

The City will agree to do the following:

- 1) Adopt an ordinance creating a new tax increment financing reinvestment zone ("TIF Zone 3") dedicated to Cotton Belt Corridor Regional Rail, as follows:
 - a) The area for TIF Zone 3 shall include properties within reasonable walking distance (about ½-mile) of the proposed Shiloh Road transit station and the proposed 12th Street transit station on the Cotton Belt Corridor Regional Rail located outside of TIF Zone 2 (Downtown Plano).
 - b) The base year for TIF Zone 3 shall be 2018.
 - c) TIF Zone 3 shall be 50% of the actual real property tax increments collected from the area.
 - d) Revenues from TIF Zone 3 shall be distributed to DART from the date of the inception of TIF Zone 3 until collection and distribution of taxes levied in 2038.
- 2) City shall take all actions necessary to reserve a portion of the amount collected from those parcels within TIF Zone 2, to be dedicated to Cotton Belt Corridor Regional Rail, calculated as follows:
 - a) The area for the dedicated amount shall include properties within reasonable walking distance (about ½-mile) of the proposed 12th Street transit station on the Cotton Belt Corridor Regional Rail located within TIF Zone 2 (Downtown Plano).
 - b) The base year for the calculation for this amount shall be 2018.
 - c) This amount shall be 50% of the real property tax increments collected from said area.
 - d) Revenues from these parcels shall be distributed to DART from the date of the inception of this "faux" TIF until collection and distribution of taxes levied in 2038.

- 3) Continue to make annual payments in a total cumulative amount not to exceed of twelve million three hundred thousand and no cents (\$12,300,000.00) or the 2038 tax year, whichever occurs first.
- 4) Under one or more separate agreements, City shall convey or cause to be conveyed to DART the real property, at no cost to DART, the City acquired for parking at 12th Street Station and the Shiloh Road Station. The City shall retain development rights for the 12th Street Station parking area.
- 5) The City shall provide expedited reviews and approvals of all DART submittals and applications that are in any way, directly or indirectly, related to the Cotton Belt Corridor Regional Rail Project.
- 6) The City shall waive all fees and charges for permits, applications, platting, zoning, construction, or any other City services that are in any way, directly or indirectly, related to the construction of the Cotton Belt Corridor Regional Rail Project.
- 7) The City agrees fully cooperate with and will support DART with the acquisition of any property rights or real estate required for the Cotton Belt Corridor Regional Rail Project.

INTERLOCAL AGREEMENT
BETWEEN
CITY OF PLANO AND DALLAS AREA RAPID TRANSIT
FOR THE COTTON BELT CORRIDOR REGIONAL RAIL PROJECT

THIS AGREEMENT ("Agreement") is made and entered into by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and CITY OF PLANO (the "CITY"), a Texas home rule municipal corporation and shall be effective on the date signed by the last of the parties to sign (the "Effective Date").

RECITALS

WHEREAS, the CITY supports the development and operation of the Cotton Belt Corridor Regional Rail Project; and

WHEREAS, the CITY adopted Resolution No. 2018-3-5(R) on supporting the DART Draft Environmental Impact Statement for the Cotton Belt Corridor Regional Rail Project from Terminal B at Dallas/Fort Worth International Airport (DFW Airport) to Shiloh Road in Plano, Texas; and

WHEREAS, the CITY intends to contribute funds to support the design and construction of the Cotton Belt Regional Rail Project; and

WHEREAS, the CITY and DART desire to enter into this Agreement providing for the respective duties and responsibilities of the CITY and DART in relation to design, construction and financing of the Cotton Belt Regional Rail Project.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein to be performed by the parties, DART and CITY agree as follows:

ARTICLE 1
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“12th Street Station Complex” shall mean a platform(s) servicing the Cotton Belt Regional Rail Project located between K Avenue and Municipal Avenue; platforms servicing the existing DART Light Rail Red Line where it crosses 12th Street and the Cotton Belt Railroad right-of-way; enhanced pedestrian access between the two platforms; and connections to regional and local hike-and-bike trails.

“CityLine Alignment” shall mean the rail alignment deviation from the Cotton Belt railroad right-of-way which deviates to the south connecting to the existing DART Light Rail Red Line at the CityLine Bush Station and which crosses Alma Road at-grade and leaves the existing railroad

right-of-way, veering southerly away from the President George Bush Turnpike (PGBT), crosses the floodplain of Spring Creek and US 75 on an aerial structure, then turns north and descends to the CityLine/Bush Station to provide a side by side platform transfer with existing DART light rail service and from this station, the alignment travels north and parallel to the DART light rail corridor, passing under PGBT and crosses Plano Parkway on a grade-separated structure and 10th Street at-grade, and near 12th Street, the alignment turns right at-grade under the light rail transit (LRT) structure to rejoin with the Cotton Belt railroad right-of-way, as depicted In **Exhibit “A”**.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the initiation of construction of the Project pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading for the construction of the Project has commenced.

“Completion of Construction” shall mean that (i) the construction of the Project has been substantially completed; and (ii) the Cotton Belt Corridor Regional Rail Project is operating and open to the public.

“Cotton Belt Corridor Regional Rail Project” shall mean the 26-mile rail line generally following the Cotton Belt Freight line corridor which will link Plano, Richardson, Addison, Carrollton and Dallas North Lake area to the DFW International Airport and will begin at the Shiloh Road Station and proceed westward to the 12th Street Station Complex in Downtown Plano where it will divert from the Cotton Belt Freight corridor utilizing the CityLine Alignment and then westward to D/FW Airport.

“Days” means calendar days.

“Effective Date” shall mean the latter of: (i) the date this Agreement is executed by the Parties; (ii) DART receives approval of financing for the Cotton Belt Corridor Regional Rail Project.

“First Eligible Tax Year” shall mean the first full Tax Year following the Effective Date. For illustration purposes only, if the Effective Date is November 15, 2018, the “First Eligible Tax Year” would be Tax Year 2019.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, terrorism, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, delay in federal funding commitment for any portion of the Cotton Belt Corridor Regional Rail Project, extensions of time for completion of work in accordance with the construction and engineering documents for the Cotton Belt Corridor Regional Rail Project, delays in permitting, licenses or government approvals, and stoppage of work on any portion of the Cotton Belt Corridor Regional Rail Project due to legal action.

“Payment Request” shall mean a written request from DART to the City for an annual Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document Project Costs. In the year that DART has submitted all Project Costs, the City will notify DART that all Project Costs have been reviewed and verified, and an annual Payment Request will not be required for Reimbursement Payments in years following the year of Project Costs verification.

“Project” shall mean that portion of the Cotton Belt Corridor Regional Rail Project to be constructed within the City from Shiloh Road to the President George Bush Turnpike utilizing the CityLine Alignment diverting off the Cotton Belt Freight corridor connecting to the existing DART Light Rail Red Line at CityLine/ Bush Station and which includes: the Shiloh Road Station; planned grade separation at Jupiter Road; the 12th Street Station Complex; a planned grade separation at Plano Parkway; enhanced traffic mitigation to minimize delays along K Avenue, Municipal Avenue, and Shiloh Road; the Cotton Belt Trail; and related facilities.

“Project Costs” shall mean cost for the design and construction of the Project.

“Reimbursement Payment” shall mean the City payment to DART of 50 percent of the City Tax Increment from the Tax Increment Fund from the Zones, for reimbursement of Project Costs beginning with for the First Eligible Tax Year and continuing through and including Tax Year 2038, to be paid as set forth herein.

“RRIF” shall mean Railroad Rehabilitation and Improvement Financing loan by the United States Department of Transportation.

“Taxable Value” shall mean the value on which property taxes are calculated.

“Tax Increment Fund” shall mean the funds deposited by the City in the Tax Increment Fund for the Zones.

“Tax Year” shall mean January 1 through and including the immediately following December 31 of a calendar year.

“TIF 2” shall mean City of Plano, Texas, Tax Increment Financing Reinvestment Zone No. 2 as depicted in **“Exhibit B”**.

“TIF 3” shall mean City of Plano, Texas, Tax Increment Financing Reinvestment Zone No. 3 as depicted in **“Exhibit C”**.

“Zones” shall collectively mean TIF 2 and TIF 3.

ARTICLE 2 DART'S RESPONSIBILITIES

- 2.01 Development and Construction. DART shall construct the Cotton Belt Corridor Regional Rail Project in congruence with the DART Service Plan as amended, the applicable Financial Plan(s) and construction and engineering documents. DART shall, subject to events of Force Majeure, initiate the process to cause the Commencement of Construction of the Project no later than December 2018. DART shall, subject to events of Force Majeure, cause Completion of Construction of the Project including the Cotton Belt Corridor Regional Rail Project to occur on or before end of 2022. DART will utilize its customary processes for procurement and management of its obligations related to the Project. All work shall be provided in accordance with applicable federal, state and local laws, regulations and ordinances.
- 2.02 Expenditure of Funds. DART shall only expend funds provided by the CITY under this Agreement for costs of projects meeting the requirements in Section 374.036 of the Local Government Code and only for projects within the respective TIF zone that provided the revenue.
- 2.03 Single Point of Contact. DART shall designate by Notice and provide to the CITY the name and contact information for the single point of contact for communication and other interface regarding all aspects of the Cotton Belt Corridor Regional Rail Project.
- 2.04 Project Plans. CITY shall have the opportunity to review construction plans and documents related to the following items of interest to CITY prior to DART issuing such documents for construction. CITY shall provide their responses/feedback, in writing, within ten working days following issuance from DART. The plans shall include the following:

Grade Separations. DART shall design and construct all roadway grade separations within the CITY for the Project including the grade separations at Jupiter Road and Plano Parkway to include recreational trail with sidewalks, where such trails and sidewalks parallel the crossings, in accordance with CITY regulations and standards.

Cotton Belt Station at Shiloh Road. DART shall design and construct the Cotton Belt Station to allow for pedestrian and bicycle access to and from Shiloh Road and the nearest existing sidewalk and allow the CITY to provide comments which shall be reasonably incorporated into the final design of such.

Cotton Belt Station at 12th Street. DART shall design and construct the Cotton Belt Station with pedestrian and bike connections to the DART Light Rail Red Line Station at 12th Street which shall include street trees and pedestrian lighting and allow the CITY to provide comments which shall be reasonably incorporated into the final design of such.

DART Light Rail Red Line Station at 12th Street. DART shall cause the design and construction of the Red Line platform to be compatible with the current architectural design of the existing DART Downtown Plano Station.

Cotton Belt Trail. Subject to funding being provided from the North Central Texas Council of Governments, DART shall cause the design and construction of the 12' wide Cotton Belt Trail within the CITY.

ARTICLE 3 CITY'S RESPONSIBILITIES

3.01 On or before October 8, 2018 conduct a public hearing, with appropriate notice, to consider adoption of an ordinance to create a new tax increment financing reinvestment zone ("TIF 3") dedicated to Cotton Belt Corridor Regional Rail, as follows:

- The area for TIF 3 shall include properties within reasonable walking distance (about ½-mile) of the proposed Shiloh Road transit station and the proposed 12th Street transit station on the Cotton Belt Corridor Regional Rail located outside of TIF 2 (Downtown Plano).
- The base year for TIF 3 shall be 2018.
- TIF 3 shall be 50% of the actual real property tax increments collected from the area.

3.02 CITY shall take all actions necessary to reserve a portion of the amount collected from those parcels within TIF 2, to be dedicated to Cotton Belt Corridor Regional Rail, calculated as follows:

- The area for the dedicated amount shall include properties within reasonable walking distance (about ½-mile) of the proposed 12th Street transit station on the Cotton Belt Corridor Regional Rail located within TIF 2 (Downtown Plano).
- The base year for the calculation for this amount shall be 2018.
- This amount shall be 50% of the real property tax increments collected from said area.
- Revenues from these parcels shall be distributed to DART from the Effective Date until collection and distribution of taxes levied in 2038.

3.03 The CITY shall pay DART in installments as follows:

Reimbursement Payments. Subject to DART's continued satisfaction of all the terms and conditions of this Agreement, and only for Project costs as defined in Section 374.036 of the Local Government Code and only for projects within the zone that provided the funds, CITY agrees to make Reimbursement Payments to the DART for completed Project components on an annual basis within thirty (30)

days after receipt of a Payment Request following June 1 of each calendar year (the “Annual Payment Date”) beginning with June 1 of the calendar year following the First Eligible Tax Year. For illustration purposes only, assume the Effective Date is November 15, 2018 then the First Eligible Tax Year is 2019 and the first Reimbursement Payment would be paid within thirty (30) days after receipt of a Payment Request following June 1, 2020. Annual payments will continue until a total cumulative amount not to exceed of twelve million three hundred thousand and no cents (\$12,300,000.00) is reached or the 2038 tax year, whichever occurs first.

Tax Protest. In the event any owner or lessee of any real property and/or improvements within the Zones (“Protest Property”) timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Protest Property, or any portion thereof, with the applicable appraisal district (or its successor)(“Tax Protest”) the obligation of the CITY to provide the Reimbursement Payments from the Tax Increment Fund for the Zones with respect to such Protest Property or portion thereof, for such Tax Year shall be abated with regard to the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute) until a final determination has been made of such Tax Protest. In the event a Tax Protest results in a final determination that changes the appraised value and/or the Taxable Value of the Protest Property or the amount of ad valorem taxes assessed and due for the Protest Property, or portion thereof, after a Reimbursement Payment has been paid which includes Tax Increment for such Protest Property for such Tax Year, the Tax Increment Fund will be adjusted accordingly and the Reimbursement Payment with respect to such Tax Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next payment date for a Reimbursement Payment, or within thirty (30) business days after such determination in the event no further Reimbursement Payments are due under the Agreement. In the event there are no further Reimbursement Payments due under this Agreement and Tax Increment with respect to such Protest Property is reduced, DART shall within thirty (30) days after written demand from the CITY, reimburse the CITY for such over payment of any prior Reimbursement Payments.

Refunds. If the CITY determines that the amount of a Reimbursement Payment was less or greater than the correct amount to which the DART was entitled (together with such records, reports and other information necessary to support such determination), the CITY shall pay DART, or DART shall pay to CITY within thirty (30) days, the applicable adjustment.

If at the time of the final Reimbursement payment, CITY has paid more than actual costs incurred for the Project Costs, DART shall reimburse CITY no later than 30 days after date of the final invoice for the same.

Upon written request, CITY may review all documents supporting the amounts submitted pursuant to a Payment Request by DART, for a period of one year after the date of the final Reimbursement Payment.

- 3.04 Land Dedication. CITY agrees, without cost to DART, to dedicate, convey and transfer to DART by special warranty deeds the parcels of land described in Exhibit "D" such deeds containing language allowing for reversion of title in favor of the CITY should DART fail to cause: (i) Completion of Construction of the Cotton Belt Corridor Regional Rail Project; and (ii) the Cotton Belt Corridor Regional Rail Project to be operating and open for public use within the City of Richardson, on or before end of 2022. City shall retain development rights for the 12th Street Station parking area.
- 3.05 Single Point of Contact. DART shall designate by Notice and provide to the CITY the name and contact information for the single point of contact for communication and other interface regarding all aspects of the Cotton Belt Corridor Regional Rail Project.
- 3.06 Timely Reviews. CITY shall provide timely reviews and approvals of all DART submittals and applications that are in any way, directly or indirectly, related to the Cotton Belt Corridor Regional Rail Project within 10 working days.
- 3.07 Waiver of Fees. CITY agrees to waive all fees and charges for construction or any other CITY services that are in any way, directly or indirectly, related to the construction of the Cotton Belt Corridor Regional Rail Project as permitted by law.
- 3.08 Real Property Acquisition. CITY agrees to fully cooperate with and will support DART with the acquisition of any property rights or real estate required for the Cotton Belt Corridor Regional Rail Project.

ARTICLE 4 TERMINATION

- 4.01 The term of this Agreement shall commence on the Effective Date and continue until September 1, 2039.
- 4.02 If by January 1, 2025, DART does not begin construction or operation, this Agreement shall automatically terminate and any funds paid to DART will be returned to CITY.
- 4.03 If either Party believes the other is in default of this Agreement, the non-defaulting Party shall provide written notice to the other, specifying the basis for such default, and allowing the defaulting party 30 days from receipt of the notice to cure the default. If either Party fails to cure the default, the non-defaulting Party shall notify the defaulting Party of termination of this Agreement and may exercise any remedies available to it at law or in equity.

- 4.04 Should a court of competent jurisdiction determine the CITY's or DART's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY and DART hereby acknowledge and agree that in a suit against either Party for breach of this Agreement:
- (a) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by either Party under this Agreement;
 - (b) The recovery of damages against either Party may not include consequential damages or exemplary damages;
 - (c) Neither Party may recover attorney's fees; and
 - (d) Neither Party is entitled to specific performance or injunctive relief against the other Party.

ARTICLE 5 GENERAL TERMS

- 5.01 All recitals are hereby incorporated into this Agreement as if fully set forth herein.
- 5.02 Notice. Notices by or to either Party provided under this Agreement shall be in writing and delivered to the addresses shown below.

If to DART: Gary C. Thomas, President/Executive Director

Mailing Address: P. O. Box 660163
Dallas, Texas 75266-7213

Physical Address: 1401 Pacific Avenue
Dallas, Texas 75202

If to CITY: Bruce D. Glasscock, City Manager

Mailing Address: PO Box 860358
Plano, TX 75086-0358

Physical Address: 1520 K Avenue, Suite 300
Plano, TX 75074

The above contact information may be modified in writing by a Party on behalf of that Party without requiring an amendment to this Agreement.

- 5.03 Audits. DART and the City reserve the right to perform audits of records related to this Agreement. Audits may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

- 5.04 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.
- 5.05 Subcontracting. Nothing in this agreement shall prevent DART from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement. If DART contracts with another entity or individual to perform any or all of its obligations under this Agreement, DART shall enter into written contractual agreements requiring such entity or individual to comply with the applicable provisions of this Agreement.
- 5.06 Compliance with Regulations. During the performance of this Agreement, each party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.
- 5.07 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any liability in favor of any third party against DART or the CITY. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability to DART or CITY.
- 5.08 Assignment. Neither Party shall assign this Agreement in whole or in part without first obtaining written consent from the other Party, which may be withheld for any reason.
- 5.09 Responsibility. CITY and DART agree that each shall be responsible for the acts or omissions of its officials, officers, employees or agents as provided by Texas law, in the performance of this Agreement.
- 5.10 Immunity Retained. Nothing contained in this Agreement shall be construed as constituting a waiver of the CITY's or DART's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.
- 5.11 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 5.12 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The Parties agree venue shall lie in Collin County, Texas.
- 5.13 Non-appropriation of Funds. The City must make payments from current revenues. In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, the City will notify DART of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

- 5.14 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.
- 5.15 Severability and Legal Construction. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 5.16 Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and supersedes any prior dealings between the Parties on this subject matter. This Agreement may be modified or amended only in writing, signed by both Parties.
- 5.17 Nondiscrimination. In its performance of this Agreement, DART and the CITY each warrant that it shall not discriminate against any person on account of race, color, religion, national origin, sex, age, disability, genetic information, veteran status, sexual orientation, gender identity or any other characteristic protected by law.
- 5.18 No Waiver. Neither of the Parties shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.
- 5.19 Authorization to Act. By their signatures below, the representatives of the CITY and DART state that they are authorized to enter into this Agreement. The CITY and DART will each provide documentation that this Agreement has been authorized by its respective governing body. The City hereby authorizes the City Manager to amend this Agreement in writing on behalf of the City except that the City Manager may not amend the definition of the Project, the section regarding the Content of Construction Plans, the term of the Agreement, or the amount of monies committed by the City or one or more Zones without approval by the Plano City Council.
- 5.20 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.
- 5.21 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

EXECUTED this _____ day of August, 2018, by authority of Plano City Council, approved on August 13, 2018.

CITY OF PLANO

BY: _____
Bruce D. Glasscock, City Manager

Attest:

Lisa C. Henderson, City Secretary

Approved as to form:

Paige Mims, City Attorney

EXECUTED this _____ day of _____, 2018 by authority of DART Board of Directors Resolution No. _____, adopted on _____;

DALLAS AREA RAPID TRANSIT

BY: _____
Gary C. Thomas
President/Executive Director

ATTACHMENTS

EXHIBIT A CityLine Alignment

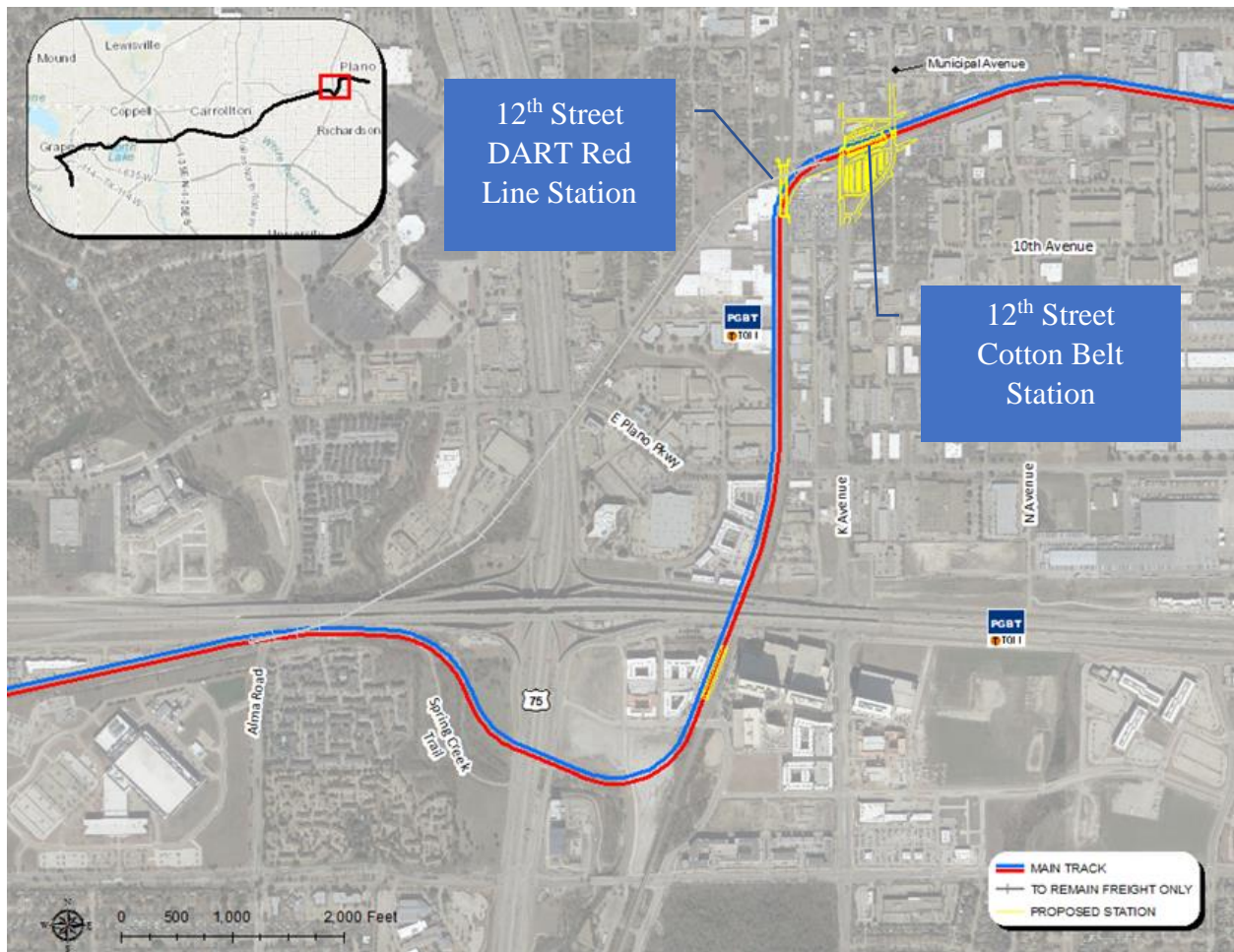


Exhibit B

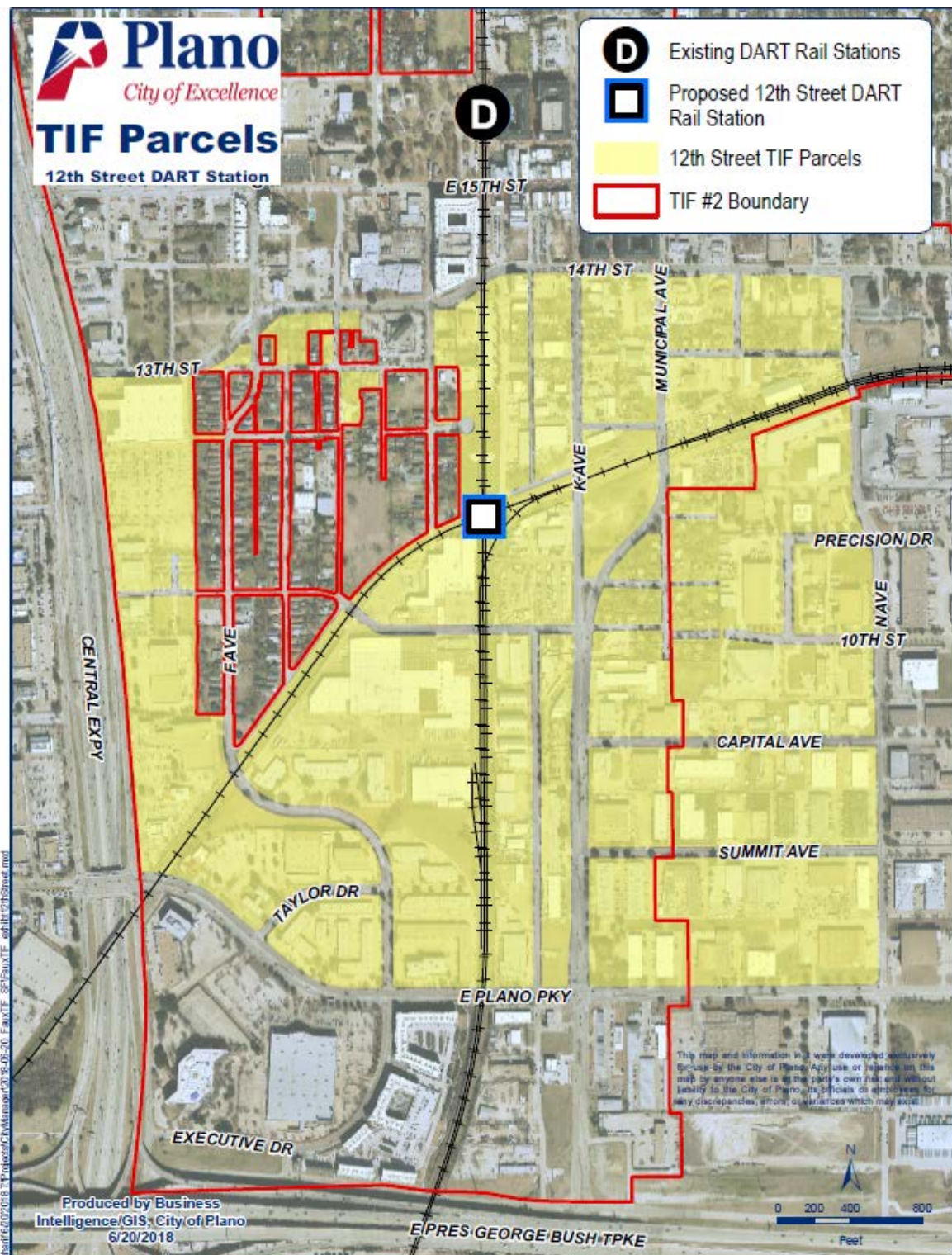


Exhibit C

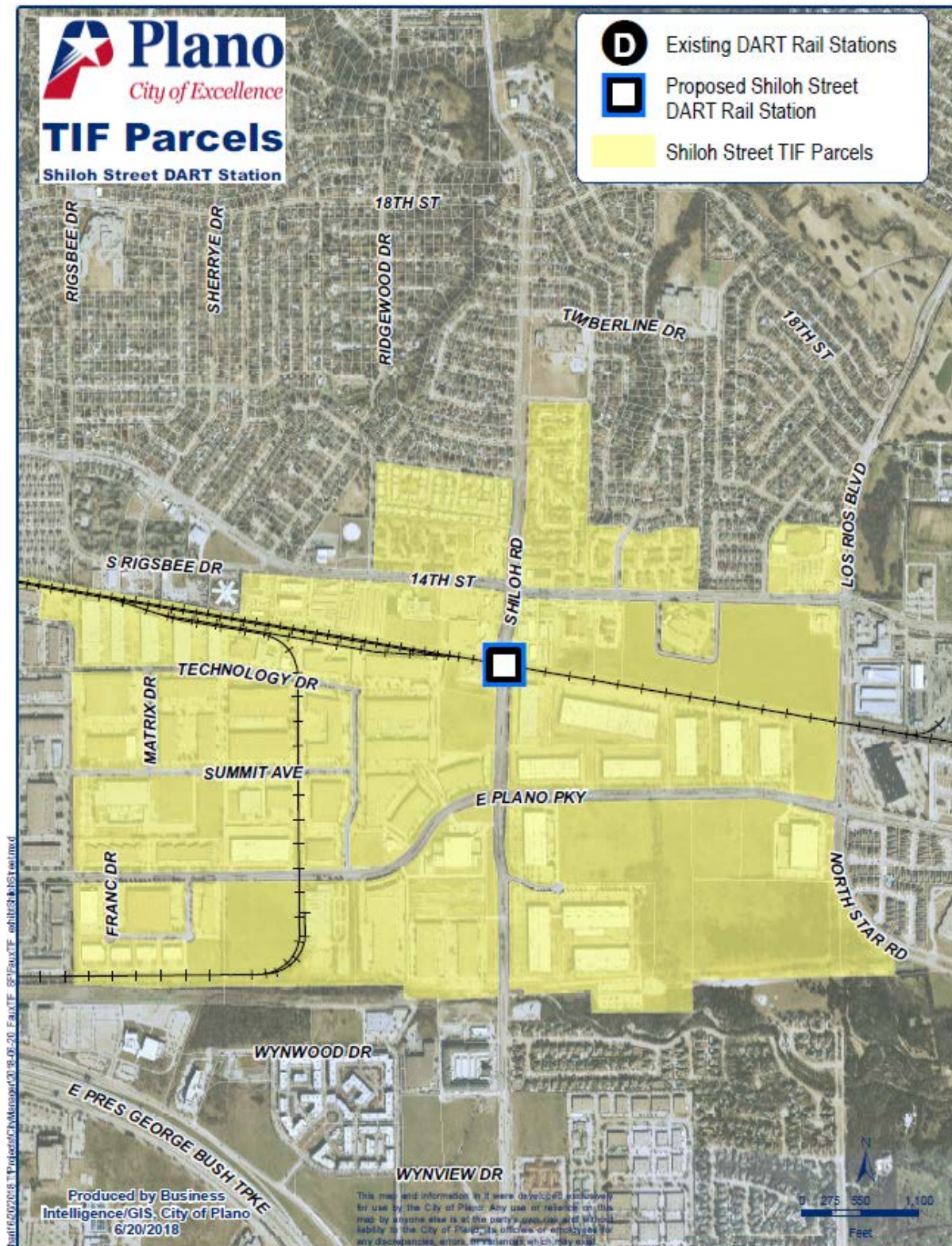
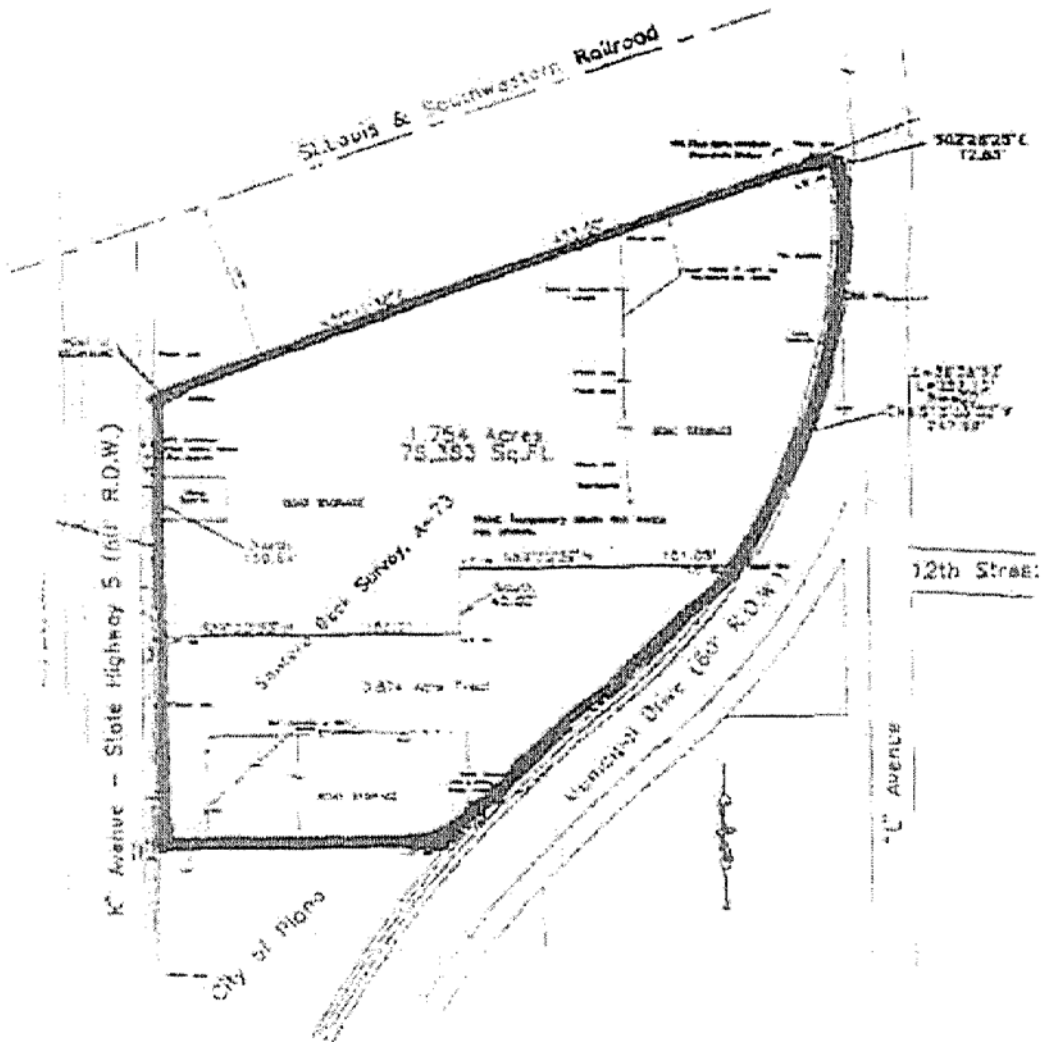
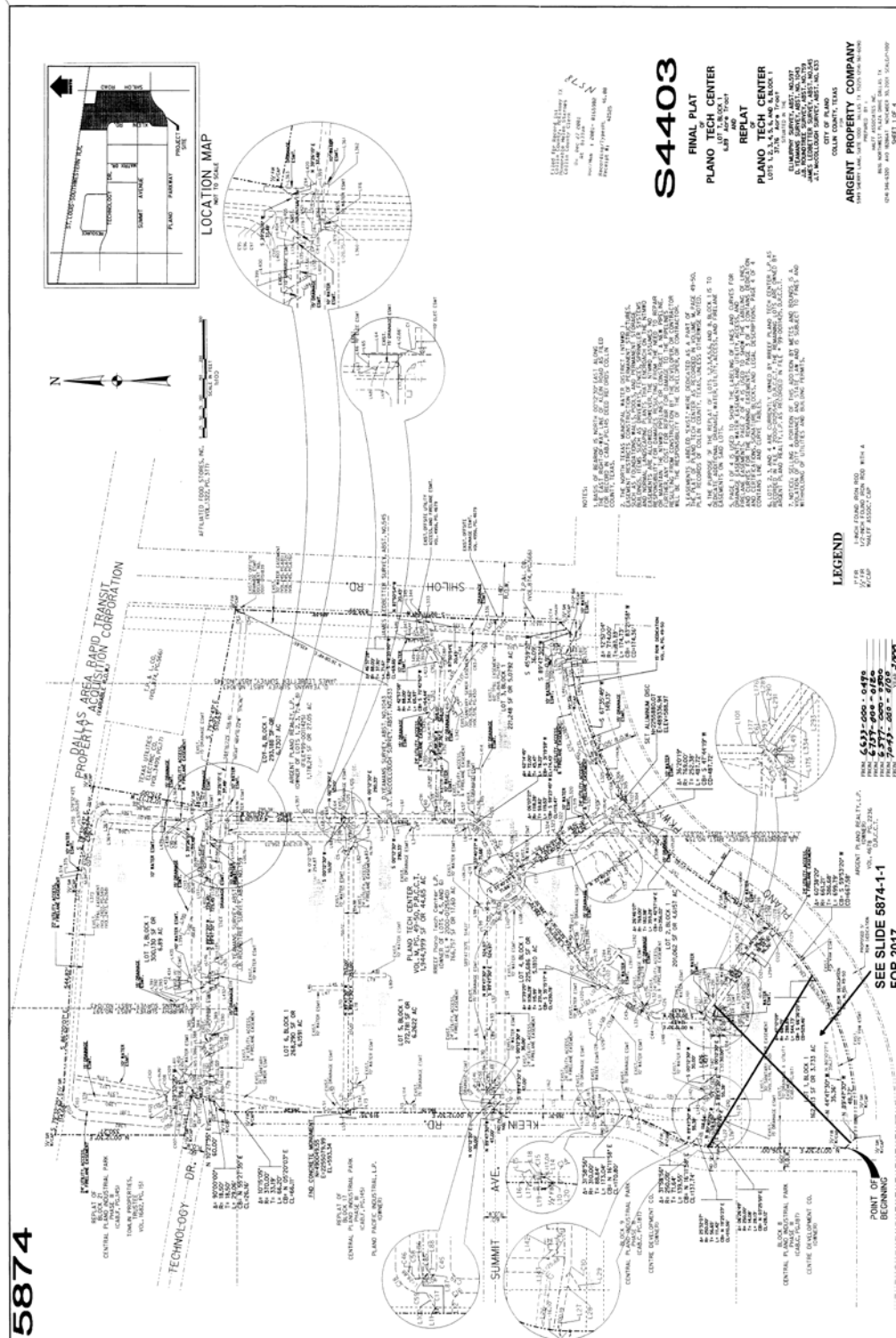


EXHIBIT D

12th Street Station







CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Teresa Exley

CAPTION

To approve revised actuarial assumptions and revised investment policy for the Retirement Security Plan to take effect August 13, 2018. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: FY 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Revised Actuarial Assumptions and Revised Investment Policy

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/6/2018	Memo
Investment Policy	8/6/2018	Attachment
Redlined version of Investment Policy	8/6/2018	Attachment

Date: August 13, 2018

To: Bruce D. Glasscock, City Manager

Through: Jim Parrish, Deputy City Manager
Shante Akafia, Director of Human Resources and Risk Management

From: Andrea Cockrell, Administrative Services Manager

Subject: Revised Actuarial Assumptions and Revised Investment Policy

Revised Actuarial Assumptions

In 2017, the City engaged its actuary for the Retirement Security Plan, Gabriel Roeder and Smith (GRS) to perform an experience study to determine if the assumptions used in determining the pension liability were appropriate. An experience study takes a look at the actual data used over the period of examination to determine if what actually occurred in the data lined up with the actuarial assumptions used in the mathematical calculation.

As a result of the Experience Study, the following recommendations were made to the RSP Committee. The RSP Committee voted to adopt all of the recommended changes.

Economic Assumptions

1. Decrease the nominal investment return assumption from 7.5% to 7.0%.
2. Decrease the price inflation assumption from 2.75% to 2.50%.
3. Minor decreases to the step/promotional rates in the individual salary increase assumption for most participants. Include a productivity component about the 2.50% inflation assumption of 0.25% for all participants.
4. Decrease the Cost of Living Adjustment (COLA) assumption from 2.70% to 2.50% to correspond with the new 2.50% price inflation assumption.
5. Decrease the payroll growth assumption from 3.25% to 2.75%. This assumption does not have an impact on the actuarial accrued liability, but is only used in the development of the cost of amortizing the unfunded actuarial accrued liability.

Demographic Assumptions

6. Use a termination assumption that is based on the employee's age. The recommended assumption also increases the expected number of employees who will leave employment prior to attaining retirement age.

7. Make small adjustments in the overall retirement assumption used to model the pattern for City employees to retire and commence their RSP benefit.
8. Reduce the probabilities that employees will become disabled and commence a disability retirement benefit.

Change to Investment Policy

In 2017, the City hired an investment consultant to serve as co-fiduciary with the RSP Committee and help oversee the management of the assets held in trust for the Retirement Security Plan. With the assistance of the City's investment consultant, the RSP Committee adopted a revised investment policy, with the primary change being related to an update on the ranges of the allowable investment options, as well as some wording updates. The revised investment policy is attached as well as the redlined version.

Impact of Changes

The impact of the actuarial assumptions will provide assumptions that are closer to the historical experience of the City in relation to the Plan. This will provide an ability to more precisely budget for RSP contributions and have a more realistic investment return assumption that can protect the City from entering into higher risk investments. The change in the investment policy will allow for a more optimal risk/return investment allocation due to the further diversification of investments.

STATEMENT OF INVESTMENT OBJECTIVES AND POLICIES
CITY OF PLANO RETIREMENT SECURITY PLAN
Adopted: August 13, 2018

Introduction

This Statement of Investment Objectives and Policies (the "Policy") is adopted by the Retirement Security Plan Committee (the "Committee") as of the date specified above. All capitalized terms used herein and not otherwise defined shall have the meaning specified by the City of Plano Retirement Security Plan (the "Plan"). In the event of any conflict between the terms of this Policy and the terms of the Plan Document, the terms of the Plan Document shall be controlling.

Purpose

The Committee has established this Policy for the purpose of identifying the risk and return objectives for the Plan and providing guidelines, limitations, and directions for the investment of the assets of the Plan. This Policy provides such objectives, guidelines, limitations, and directions for the assets contributed to the Plan.

This document represents the conclusions and decisions made after a deliberate and focused review of the Plan's investment objectives, risk tolerance levels, time horizons, income needs, taxation, and other investment concerns, taking into account the requirements of applicable law. Notwithstanding anything contained herein to the contrary, the Committee may waive any requirement, limitation, or provision of this Policy to the extent the Committee determines in their discretion that such waiver is prudent and consistent with their fiduciary obligations under applicable law.

Relationship to Plan and Funding Policy

The City has established a Trust Fund (the "Trust") to fund certain benefits under the Plan. The Trust has been established under the Plan to fund certain Plan benefits for eligible Participants and their beneficiaries. The Committee has adopted this Policy in accordance with Section 9.3 of the Plan Document.

Responsibilities of the Committee

The Committee intends to review portfolio performance on a quarterly basis and to evaluate performance over a three to five year time period, or full market cycle. The Committee retains the right to terminate any investment manager at any time, for any reason subject only to notice required under the terms of the applicable agreement with the investment manager.

The Committee shall avoid any real or perceived conflict of interest or self-dealing in the selection of any investment managers retained by the Plan. No Committee member may be affiliated with, or receive any compensation or other economic benefit, directly or indirectly, from any investment manager. A Committee member shall not be considered to have such a conflict solely because the trustee has funds invested in the same investment vehicles as the Trust or has an account at or receives services from the same bank or other institution as the Trust.

Investment Objective

The investment objective for the Trust is to achieve an average annual rate of return equal to or greater than the a rate of return of the weighted average of market indices for the approved target asset allocation over an evaluation period of three to five years, or a full market cycle. The target asset allocation and applicable market indices are shown in Appendix A. The Committee does not expect that the investment objective will change frequently. Short-term changes in the financial markets generally will not require an adjustment in the investment objective.

Investment Philosophy

The assets of the Trust shall be invested in a manner that is consistent with generally accepted standards of fiduciary responsibility and the requirements of applicable law. All transactions undertaken on behalf of the Trust shall be for the exclusive benefit of the Participants and their beneficiaries.

The Trust is generally exempt from federal income taxes under section 115 of the Internal Revenue Code of 1986, as amended. Therefore, income tax efficiencies are generally not a factor and should not affect investment decisions regarding the Trust. However, the Trust should be invested in a manner that does not generate unrelated business taxable income, excise taxes, or other-taxable income under federal or state law.

The Trust shall be actively managed subject to the terms of this Policy. To the extent prudent the Trust should be essentially fully invested at all times.

Asset Allocation

Taking into consideration the long term performance and risk characteristics of various asset classes, the Committee has approved a strategic, long-term asset allocation for the investment of Trust assets.

Based on the Trust's investment horizon, risk tolerances, and performance expectations, the Trust's investments should be maintained within the acceptable allocation ranges (as a percentage of total assets of the Trust) set forth in Appendix A. Notwithstanding the allocation range specified above, the amount of assets invested in cash equivalents shall not be less than the amount required to cover current liabilities.

The Plan's investments should be maintained within the acceptable ranges set forth below and with the long-term goal of meeting or exceeding the stated performance objective. The Plan's investment allocation may deviate from the stated ranges if such deviation is consistent with the duty of prudence under this Policy and applicable law and if written notice of such deviation is promptly documented by the Committee.

Consistent with the desire for prudent diversification, this Policy is based on the assumption that the volatility of each asset class should not differ significantly from its respective market. Consequently, it is expected that the volatility of the total portfolio, in aggregate, will be reasonably close to the volatility of a weighted composite of market indices.

Diversification

Investment diversification is important to minimize the risk of large losses to the Trust. It shall be the responsibility of the Committee to establish and maintain a diversified portfolio and acceptable balance between various asset classes, and other appropriate measures of diversification, including country and region allocations for international investments.

Amendment

This Policy shall be reviewed annually by the Committee to ensure that it remains relevant and effective within prevailing economic conditions and other conditions affecting the Trust. Such evaluation shall generally occur on an annual basis.

The Committee may amend this Policy at any time by a written instrument duly adopted by the Committee and provided to the respective investment managers.

Appendix A

Target Asset Allocation

Asset Class	Minimum Allocation	Target Allocation	Maximum Allocation
Domestic Equity	42%	50%	58%
International Equity	10%	15%	20%
Fixed Income	20%	25%	30%
Core Real Estate	7%	10%	13%
Cash Equivalents	0%	0%	5%

Performance Evaluation Benchmarks

Asset Class	Performance Evaluation Benchmark
Domestic Equity	Russell 3000 Index
International Equity	MSCI All Country World Ex-US Index
Fixed Income	Bloomberg US Aggregate Bond Index
Core Real Estate	NCREIF Open End Diversified Core Equity Index ("ODCE")
Cash Equivalents	ML US 3 Month T-Bill

~~EXHIBIT B FOR ATTACHMENT 2 (Pg. 1 of 5)~~

STATEMENT OF INVESTMENT OBJECTIVES AND POLICIES
CITY OF PLANO RETIREMENT SECURITY PLAN

Adopted: ~~December 17, 2014~~ August 13, 2018

Introduction

This Statement of Investment Objectives and Policies (~~this the~~ "Policy") is adopted by the Retirement Security Plan Committee (the "Committee") as of the date specified above. All capitalized terms used herein and not otherwise defined shall have the meaning specified by the City of Plano Retirement Security Plan (the "Plan"). In the event of any conflict between the terms of this Policy and the terms of the Plan Document, the terms of the Plan Document shall be controlling.

Purpose

The Committee has established this Policy for the purpose of identifying the risk and return objectives for the Plan and providing guidelines, limitations, and directions for the investment of the assets of the Plan. This Policy provides such objectives, guidelines, limitations, and directions for the assets contributed to the Plan.

This document represents the conclusions and decisions made after a deliberate and focused review of the Plan's investment objectives, risk tolerance levels, time horizons, income needs, taxation, and other investment concerns, taking into account the requirements of applicable law. Notwithstanding anything contained herein to the contrary, the Committee may waive any requirement, limitation, or provision of this Policy to the extent the Committee determines in their discretion that such waiver is prudent and consistent with their fiduciary obligations under applicable law.

Relationship to Plan and Funding Policy

The City has established a Trust Fund (the "Trust") to fund certain benefits under the Plan. The Trust has been established under the Plan to fund certain Plan benefits for eligible Participants and their ~~beneficiary~~ beneficiaries. The Committee has adopted this Policy in accordance with Section 9.3 of the Plan Document.

Responsibilities of the Committee

The Committee intends to ~~measure-review~~ portfolio ~~management~~ performance on a quarterly basis and to evaluate performance over a three to five year time period, or full market cycle. ~~Nevertheless, the Committee may terminate the Investment Manager prior to such time if the Investment Manager is under-performing consistently with no adequate plan for improvement. Furthermore, the~~ The Committee retains the right to terminate ~~the any Investment investment Manager-manager~~ at any time, for any reason subject only to ~~any~~ notice required under the terms of the applicable agreement with the ~~Investment investment Manager-manager~~.

~~The Committee shall not make or control specific investment decisions. The Investment Manager (or if none, the Plan Trustee) shall be solely responsible for the investment of the portion of the Trust Fund with respect to which the Investment Manager has been retained.~~

EXHIBIT B FOR ATTACHMENT 2 (Pg. 2 of 5)

The Committee shall avoid any real or perceived conflict of interest or self-dealing in the selection of ~~the any Investment investment Managermanagers retained by the Plan~~. No Committee member may be affiliated with, or receive any compensation or other economic benefit, directly or indirectly, from ~~the any Investment investment Manager manager or any investment selected by the Investment Manager~~. A Committee member shall not be considered to have such a conflict solely because the trustee has funds invested in the same investment vehicles as the Trust or has an account at or receives services from the same bank or other institution as the Trustee or the Investment Manager Trust.

Investment Objective

The investment objective for the Trust is to achieve an average annual rate of return equal to or ~~above greater than~~ the ~~targeted a annual~~ rate of return of the weighted average of market indices for the approved target asset allocation (including interest, dividends, and capital gains and after deducting management, administrative, and transaction costs) that mirrors the ~~weighted average return of the S & P 1500 Index (55%), the Barclays Capital U.S. Intermediate Government/Credit Bond Index (35%) and the EAFE Index (10%) with dividends reinvested for the aggregate investments~~ over an evaluation period of three to five years, or a full market cycle. The target asset allocation and applicable market indices are shown in Appendix A.

The Committee does not expect that the investment objective will change frequently. Short-term changes in the financial markets generally will not require an adjustment in the investment objective.

Investment Philosophy

The assets of the Fund Trust shall be invested in a manner that is consistent with generally accepted standards of fiduciary responsibility, and the requirements of applicable law. ~~The Investment Manager shall observe the safeguards that would guide a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.~~ All transactions undertaken on behalf of the Trust ~~Fund~~ shall be for the exclusive benefit of the Participants and their beneficiaries.

The Trust is generally exempt from ~~Federal federal~~ income taxes under section 115 of the Internal Revenue Code of 1986, as amended. Therefore, income tax efficiencies are generally not a factor and should not affect investment decisions regarding the Trust ~~Fund~~. However, the Trust ~~Fund~~ should be invested in a manner that does not generate unrelated business taxable income, excise taxes, or other-taxable income under federal or state law.

The Trust ~~Fund~~ shall be actively managed ~~by the Investment Manager on a fully discretionary basis~~ subject to the terms of this Policy ~~and provided that the level of asset turnover and trading action is prudent taking into account expenses incurred~~. To the extent prudent the Trust ~~Fund~~ should be essentially fully invested at all times.

Asset Allocation

Taking into consideration the long term performance and risk characteristics of various asset classes ~~and balancing the risk and rewards of market behavior with the long term objectives of the Trust;~~, the Committee has ~~selected~~ approved a strategic, long-term asset allocation for the following ~~assets classes for the~~ investment of the Trust ~~assets of the trust;~~.

EXHIBIT B FOR ATTACHMENT 2 (Pg. 3 of 5)

Asset Class	Allocation Range
Domestic Equity	45-70%
International Equity	5-15%
Fixed Income	25-40%
Alternative Investments (Real Estate, MLP's, etc.)	0-5%
Cash Equivalents	0-5%

Based on the Trust's investment horizon, risk tolerances, and performance expectations, the ~~Investment Manager shall maintain the~~ Trust's investments should be maintained within the acceptable allocation ranges (as a percentage of total assets of the Trust) set forth ~~above~~ in Appendix A.

Notwithstanding the allocation range specified above, the amount of assets invested in cash equivalents shall not be less than the amount required to cover current liabilities.

~~Fixed income investments ratings shall be further maintained within the following guidelines:~~

Fixed Income Investment Rating	Allocation Range
Investment Grade (BBB or higher)	90-100%
Non-Investment Grade	(BB or lower) 0-10%

~~Domestic Equity investments shall be further maintained within the following market capitalization guidelines:~~

Market Capitalization	Allocation Range
Total Large Cap	62-92%
Total Medium Cap	7-27%
Total Small Cap	1-11%

~~International Equity investments shall be further maintained within the following guidelines:~~

Market Capitalization	Allocation Range
Developed Market Equities	0-100%
Emerging Market Equities	0-50% (shall not exceed 5% of total plan assets)

The ~~Investment Manager should maintain the~~ Plan's investments should be maintained within the acceptable ranges set forth ~~above~~ below and with the long-term goal of ~~achieving~~ meeting

or exceeding the stated performance objective. ~~the target allocations; provided, however, that the Investment Manager~~ The Plan's investment allocation may deviate from the ~~acceptable stated~~ ranges ~~set forth above~~ if such deviation is consistent with the ~~Investment Manager's~~ duty of prudence under this Policy and applicable law and if written notice of such deviation is promptly ~~provided documented to by~~ the Committee.

~~Such notice must be separate from the periodic reports the Investment Manager regularly provides to the Committee and must specify that a deviation has occurred and explain the reason for and expected duration of such deviation.~~

EXHIBIT B FOR ATTACHMENT 2 (Pg.4 of 5)

Consistent with the desire for prudent diversification, this Policy is based on the assumption that the volatility of each asset class should not differ significantly from its respective market. Consequently, it is expected that the volatility of the total portfolio, in aggregate, will be reasonably close to the volatility of a weighted composite of market indices.

Diversification

Investment diversification is important to minimize the risk of large losses to the Trust ~~Fund~~. It shall be the responsibility of the ~~Investment Manager~~ Committee to establish and to maintain a diversified portfolio and acceptable balance between various asset classes, industries, market sectors, credit ratings, maturity ranges, and other appropriate measures of diversification, including country and region allocations for international investments.

Investment Guidelines and Limitations

~~The Investment Manager shall comply with the specific investment guidelines set forth below unless, in a particular case, the investment manager determines that compliance with such guidelines would clearly not be prudent or would not be consistent with its fiduciary obligations or applicable law. In each such case, the Investment Manager shall promptly notify the Committee of the investments which are outside the scope of the guidelines set forth below, the reasons for making such investment, and the expected duration of such investments.~~

~~Only the following types of readily marketable investments are permitted.~~

- ~~• Cash equivalents, including certificates of deposit at U.S. banks, money market and similar bank accounts, and money market mutual funds;~~
- ~~• Corporate bonds, including convertibles;~~
- ~~• Commercial paper;~~
- ~~• U.S. Government and agency securities;~~
- ~~• Common and preferred stocks;~~
- ~~• Exchange Traded Funds/Exchange Traded Notes;~~
- ~~• Mutual funds; and~~
- ~~• Separately managed accounts invested in the above securities.~~

~~The Investment Manager shall~~

- ~~• Emphasize quality in security selection;~~
- ~~• Avoid the risk of large loss through diversification;~~

- ~~Not invest in any assets that would subject the Trust to any state or federal unrelated business income tax or that would generate unrelated business taxable income for the Trust;~~

EXHIBIT B FOR ATTACHMENT 2 (Pg. 5 of 5)

- ~~Not invest any portion of the Trust Fund beyond the reach of the United States courts;~~
- ~~Periodically review asset holdings for general compliance with this Policy; and~~
- ~~Effect transactions for the Plan subject to the "best price in execution" available to the Investment Manager.~~

Amendment

This Policy shall be reviewed annually by the Committee to ensure that it remains relevant and effective within prevailing economic conditions and other conditions affecting the Trust ~~Fund~~. Such evaluation shall generally occur ~~within 90 days after the end of each fiscal year of the Trust~~ on an annual basis.

The Committee may amend this Policy at any time by a written instrument duly adopted by the Committee and provided to the ~~Investment Manager~~ respective investment managers.

Appendix A

Target Asset Allocation

<u>Asset Class</u>	<u>Minimum Allocation</u>	<u>Target Allocation</u>	<u>Maximum Allocation</u>
<u>Domestic Equity</u>	<u>42%</u>	<u>50%</u>	<u>58%</u>
<u>International Equity</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>
<u>Fixed Income</u>	<u>20%</u>	<u>25%</u>	<u>30%</u>
<u>Core Real Estate</u>	<u>7%</u>	<u>10%</u>	<u>13%</u>
<u>Cash Equivalents</u>	<u>0%</u>	<u>0%</u>	<u>5%</u>

Performance Evaluation Benchmarks

<u>Asset Class</u>	<u>Performance Evaluation Benchmark</u>
<u>Domestic Equity</u>	<u>Russell 3000 Index</u>
<u>International Equity</u>	<u>MSCI All Country World Ex-US Index</u>
<u>Fixed Income</u>	<u>Bloomberg US Aggregate Bond Index</u>
<u>Core Real Estate</u>	<u>NCREIF Open End Diversified Core Equity Index ("ODCE")</u>
<u>Cash Equivalents</u>	<u>ML US 3 Month T-Bill</u>



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Health

Department Head: Rachel Patterson

Agenda Coordinator: Nancy Corwin 972-941-7137

CAPTION

Resolution No. 2018-8-1(R): To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19; 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	12,000	12,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-12,000	-12,000
BALANCE		0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This item approves an agreement between the City of Plano and Allan R. deVilleneuve, M.D. in the amount of \$6,000 for FY 2018-19 and FY 2019-20 for a total of \$12,000 for professional services related to the appointment of the Health Authority for the City of Plano. Expenditures will be made from the Health Department Budget within the approved budget appropriations in future years.

SUMMARY OF ITEM

Approval of the appointment of the Health Authority for the City of Plano, a Professional Services Agreement with Allan R. deVilleneuve, M.D. in the amount of \$12,000. The term of the contract shall be a period of two years beginning on October 9, 2018 and ending on October 8, 2020. (City of Plano Tracking

No. 2018-0278-C)

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/31/2018	Resolution
2018-0278-C Contract	6/29/2018	Contract

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

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

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

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

WHEREAS, the City Council has been presented a proposed Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 13th of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF PLANO
AND ALLAN R. deVILLENEUVE, M.D.
FOR PROFESSIONAL SERVICES
2018-0278-C**

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

WITNESSETH:

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

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

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

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

**I.
SCOPE OF WORK**

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

**II.
TERM**

The term of this Agreement shall be a period of two (2) years beginning on October 9, 2018 and ending on October 8, 2020. This Agreement may be terminated by City as provided herein.

**III.
COMPENSATION**

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

Professional Services Agreement

Page 1

N:\CONTRACTS\Professional Services\Allan R. deVilleneuve, M.D.-Health Dept Professional Services Agreement - 2018-0278-C.doc (5/15/18 JKW)

total amount under this Agreement not to exceed **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)**. Professional may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by professional for three (3) years following the expiration of this Agreement.

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

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

IV. OWNERSHIP OF DOCUMENTS

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

V. SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontract or transfer any interest in this Agreement

without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement. This Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

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

VI.

FACILITIES

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

VII.

INSURANCE AND CERTIFICATES OF INSURANCE

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

VIII.

INDEMNIFICATION

PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE

SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

IX.
INDEPENDENT CONTRACTOR

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

X.
AGREEMENT TERMINATION

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

City reserves the right to terminate this Agreement immediately upon breach of any term or provision of this Agreement by professional; or if at any time during the term of this Agreement, Professional shall fail to commence the work in accordance with the provisions of the Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, then City shall the right, if

Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

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

XI. **COMPLIANCE WITH APPLICABLE LAWS**

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

XII. **PROHIBITED INTEREST**

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

XIII. **AUTHORITY TO SIGN**

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

XIV. **MISCELLANEOUS**

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Severability:

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

SIGNED on the date indicated below.

ALLAN R. deVILLENEUVE, M.D.

Date: 5/18/18

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

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

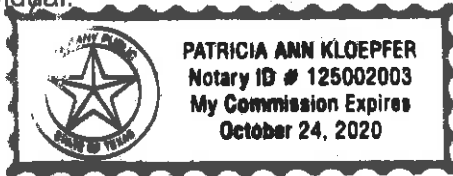
APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 18th day of MAY, 2018, by **ALLAN R. deVILLENEUVE, M.D.** on behalf on said individual.



Patricia Ann Kloepper
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2018 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

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

Listed on the following pages are the types and amounts of insurance required.

General Requirements Applicable to All Insurance

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

Evidence of Insurance Required

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

The COI shall List each insurer's NAIC Number or FEIN and list the following in the Certificate Holder Section:

The City of Plano
Risk Management Division
1520 K Avenue, Suite 117
Plano, Texas, 75074

February 2018

Medical Consultant Insurance Requirements

Coverage	Requirement	Details	Importance	Optional
Auto	Limit per Accident BI & PD	1,000,000	Major	
	Additional Insured - CA 2048		Major	
	AM Best Rating	A- (Excellent)	Major	
	30 Day NOC		Major	
	Primary & Non-Contributory		Major	
	Additional Insured		Major	
	Waiver of Subrogation		Major	
	Self-Insured Retention Declared & Approved		Major	
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
	Limit per Occurrence	1,000,000	Major	
Professional Liability	Limit per Year	1,000,000	Major	
	Retro Date is Known for Claims Made Policies		Major	
	AM Best Rating	A (Excellent)	Major	
	30 Day NOC		Major	
	Primary & Non-Contributory		Major	
	Self-Insured Retention Declared & Approved		Major	
	Additional Insured		Major	
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
	Limit per Occurrence	1,000,000	Major	
	Limit per Year	2,000,000	Major	
General Liability	Personal & Advertising Injury Limit	1,000,000	Major	
	Products & Completed Operations Limit	1,000,000	Major	
	AM Best Rating	A (Excellent)	Major	

Coverage	Requirements	Details	Importance	Optional
Workers Compensation (Optional)	30 Day NOC		Major	
	Primary & Non-Contributory		Major	
	Additional Insured		Major	
	Waiver of Subrogation		Major	
	Self-Insured Retention Declared & Approved		Major	
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
Umbrella (Optional)	Employers Liability Limit	1,000,000	Major	
	Limit Meets WC Statutory Minimum		Major	
	Waiver of Subrogation		Major	
	AM Best Rating	A (Excellent)	Major	
	30 Day NOC		Major	
	Primary & Non-Contributory		Major	
Umbrella (Optional)	Additional Insured		Major	
	Self-Insured Retention Declared & Approved		Major	
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
	Limit per Occurrence	3,000,000	Major	
	Additional Insured		Major	
	Waiver of Subrogation		Major	
Umbrella (Optional)	AM Best Rating	A- (Excellent)	Major	
	30 Day NOC		Major	
	Self-Insured Retention Declared & Approved		Major	
	Primary & Non-Contributory		Major	
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major	
			Major	



POLICY NUMBER 1-200834

Renewal ☒ New Policy ☐

DECLARATIONS PAGE
Professional Liability Insurance Policy
Claims Made

NAMED INSURED: (including mailing address)NAMED INSURED IS A(N): **Group**

North Dallas Pediatric Associates
 4112 W. 15th St. Bldg.1
 Suite 100
 Plano, TX 75093

APPROVED

By Christina Ford at 2:57 pm, Apr 04, 2018

POLICY PERIOD:

Effective Date:

04/01/2018

Beginning and ending at 12:01 a.m.

Expiration Date:

04/01/2019

Retroactive Date:

See Schedule of Insureds

SPECIALTY:

See Schedule of Insureds

TOTAL PREMIUM:

\$13,115

LIMITS OF LIABILITY:

Each Claim Limit:

See Schedule of Insureds

All Claims Limit:

See Schedule of Insureds

MEDEFENSE:

Aggregate for all insureds per policy period: \$250,000

MEDICAL DIRECTOR:

Limit of Liability (each Claim/all Claims):

\$100,000

(included in the applicable limits of liability listed above or on an attached Schedule of Insureds)

This Declarations Page, along with the coverage forms and *endorsements* attached, completes the above numbered policy and is part of and subject to all terms, conditions and exclusions of the above numbered policy and any *endorsements* issued by the Trust to the Named Insured.

Issue Date: 01/31/2018

Counter Signed By:

Authorized Representative of
 Texas Medical Liability Trust

JD

Texas Medical Liability Trust
 P.O. Box 160140, Austin, Texas 78716
 Main: 800-580-8658, Local: 512-425-5800, Fax: 512-328-5637
 www.tmlt.org

"The only medical professional liability insurance provider created and exclusively endorsed by the Texas Medical Association"

Exhibit A
 Page 4 of 5

This endorsement forms a part of **POLICY NUMBER 1-200834**

Policy Term:

04/01/2018 to 04/01/2019

Endorsement Effective Date:

04/01/2018

Named Insured:

North Dallas Pediatric Associates

POLICY ENDORSEMENT
Schedule of Insureds

SEPARATE LIMITS

<i>Insured</i>	<i>Specialty</i>	<i>Limits of Liability Each Claim/All Claims</i>	<i>Retroactive Date</i>	<i>Expiration Date</i>	<i>Insured Premium</i>
North Dallas Pediatric Associates	PA/Partner/Other	\$200,000/\$600,000	04/01/1997	04/01/2019	\$1,102
Carolyn A. Evans, MD	Pediatrics	\$200,000/\$600,000	01/15/1996	04/01/2019	\$2,944
Jason H. Moshier, MD	Pediatrics	\$200,000/\$600,000	07/01/1987	04/01/2019	\$3,097
Lori S. Seibert, MD	Pediatrics	\$200,000/\$600,000	08/01/2001	04/01/2019	\$2,944
Allan R. deVilleneuve, MD	Pediatrics	\$200,000/\$600,000	10/15/1995	04/01/2019	\$3,028

Nothing in this endorsement shall be held to amend, vary, extend or waive any of the terms, conditions, exclusions, representations, warranties and/or agreements in this policy, any other endorsement or any Declarations Page, except as expressly stated in this endorsement.

If this policy is initially issued with this endorsement forming a part thereof at that time and having the same effective date as such policy, or if this endorsement is issued together with any renewal or amendatory Declarations Page for this policy and having the same effective date as such Declarations Page, then no countersignature on this endorsement is necessary. Otherwise this endorsement shall not be valid and binding on the Trust unless countersigned below by an authorized representative of the Trust.

This endorsement takes effect as of the beginning day and hour for the policy period of this policy stated in the applicable initial, renewal or amendatory Declarations Page, unless a different endorsement effective date is inserted above.

Issue Date: **01/31/2018**

Countersigned by:

Authorized Representative of
Texas Medical Liability Trust

JD

CLAIMS MADE

TMLT_44
ver 0414

Exhibit A
Page 5 of 5

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

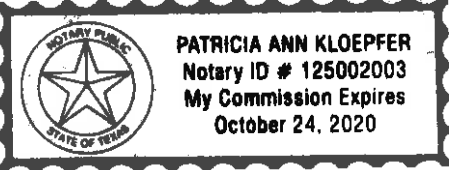
I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

ALLAN R. deVILLENEUVE, M.D.

By: Allan R. DeVilleneuve
Signature
Allan R. DeVilleneuve
Print Name
M.D.
Title
5/18/18
Date

STATE OF TEXAS §
COUNTY OF Collin §
§

SUBSCRIBED AND SWORN TO before me this 18th day of May, 2018.

 PATRICIA ANN KLOEPFER
Notary ID # 125002003
My Commission Expires
October 24, 2020

Patricia Ann Kloepper
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Matt Yager, x5220

CAPTION

Ordinance No. 2018-8-2: To transfer the sum of \$274,000 from the DART Local Assistance Program Fund Unappropriated fund balance to the DART Local Assistance Program Fund Appropriation for fiscal year 2017-18 for the purpose of providing funding for the J Avenue Parking project, amending the Community Investment Program of the City adopted by Ordinance No. 2017-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	274,000	0	274,000
Balance	0	274,000	0	274,000

FUND(S): DART Local Assistance Program CIP

COMMENTS:

This is the first supplemental appropriation for the FY 2017-18 DART Local Assistance Program CIP, totaling \$274,000. Project expenditures for the J Avenue Parking Improvements will use the remaining balance of this fund, with the TIF II Fund absorbing any remaining project costs.

SUMMARY OF ITEM

Supplemental Appropriation No.3

This supplemental appropriation provides funding for the J Avenue Parking Improvements project. Approval would allow project construction to occur without the use Street Bond funding, minimize the use of TIF II funding and conclude the City of Plano's participation in DART's Local Assistance Program.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	8/2/2018	Agreement
Supplemental Appropriation Log	7/27/2018	Informational

An Ordinance of the City of Plano, Texas, transferring the sum of \$274,000 from the DART Local Assistance Program Fund Unappropriated fund balance to the DART Local Assistance Program Fund Appropriation for fiscal year 2017-18 for the purpose of providing funding for the J Avenue Parking project, amending the Community Investment Program of the City adopted by Ordinance No. 2017-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the Community Investment Program for the City for fiscal year 2017-18 with no appropriations for the DART Local Assistance Program Fund; and

WHEREAS, the City of Plano City Council approved RFB No. 2018-0252-B for J Avenue Parking Improvements to Josh Constructions LLC in the amount of \$264,580 at its April 9, 2018 meeting; and

WHEREAS, such costs cannot be best met through current appropriations in the existing Community Investment Program; and

WHEREAS, the City Council now finds that additional appropriations to the DART Local Assistance Program Fund to provide funding for the J Avenue Parking project allows for the best utilization of remaining funding available to the City of Plano through the program, and that such action is in the public interest.

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

SECTION I. The estimated sum of TWO HUNDRED SEVENTY-FOUR THOUSAND DOLLARS (\$274,000) is hereby transferred from the DART Local Assistance Program Fund Unappropriated fund balance to the DART Local Assistance Program Fund appropriation.

SECTION II. The Community Investment Program of the City of Plano for fiscal year 2017-18 as adopted by Ordinance No. 2017-9-7 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be in the public interest.

SECTION IV. This Supplemental Appropriation No. 3 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 13th DAY OF AUGUST, 2018.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2017-18
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Additional fifteen (15) Police Officers for SROs	Police	973,288
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 973,288</u>
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PTV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
USA Softball Gold Nationals Tournament	Parks & Recreation	225,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ 225,000</u>
TOTAL RISK MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
J Avenue Parking Improvements Project Construction (DART Local Assistance Program CIP)	Engineering	274,000
TOTAL COMMUNITY INVESTMENT PROGRAM APPROPRIATIONS		<u>\$ 274,000</u>
GRAND TOTAL ALL FUNDS		<u>\$ 1,472,288</u>



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2018-8-3: To amend Section 12-73 of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective time and the boundaries of the 20 mph school zone on Parker Road from a point 540 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from traffic fines due to the modification to the school zone outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

Parker Road is a Major Thoroughfare abutting Renner Middle School. The Principal at Renner Middle School requested to extend the effective times of the existing school zone as well as extending the

physical length of the zone westward to provide for its students. The school zone was evaluated, and the Transportation Engineering Division supports the requests and recommends the requested modifications.

Strategic Plan Goal:

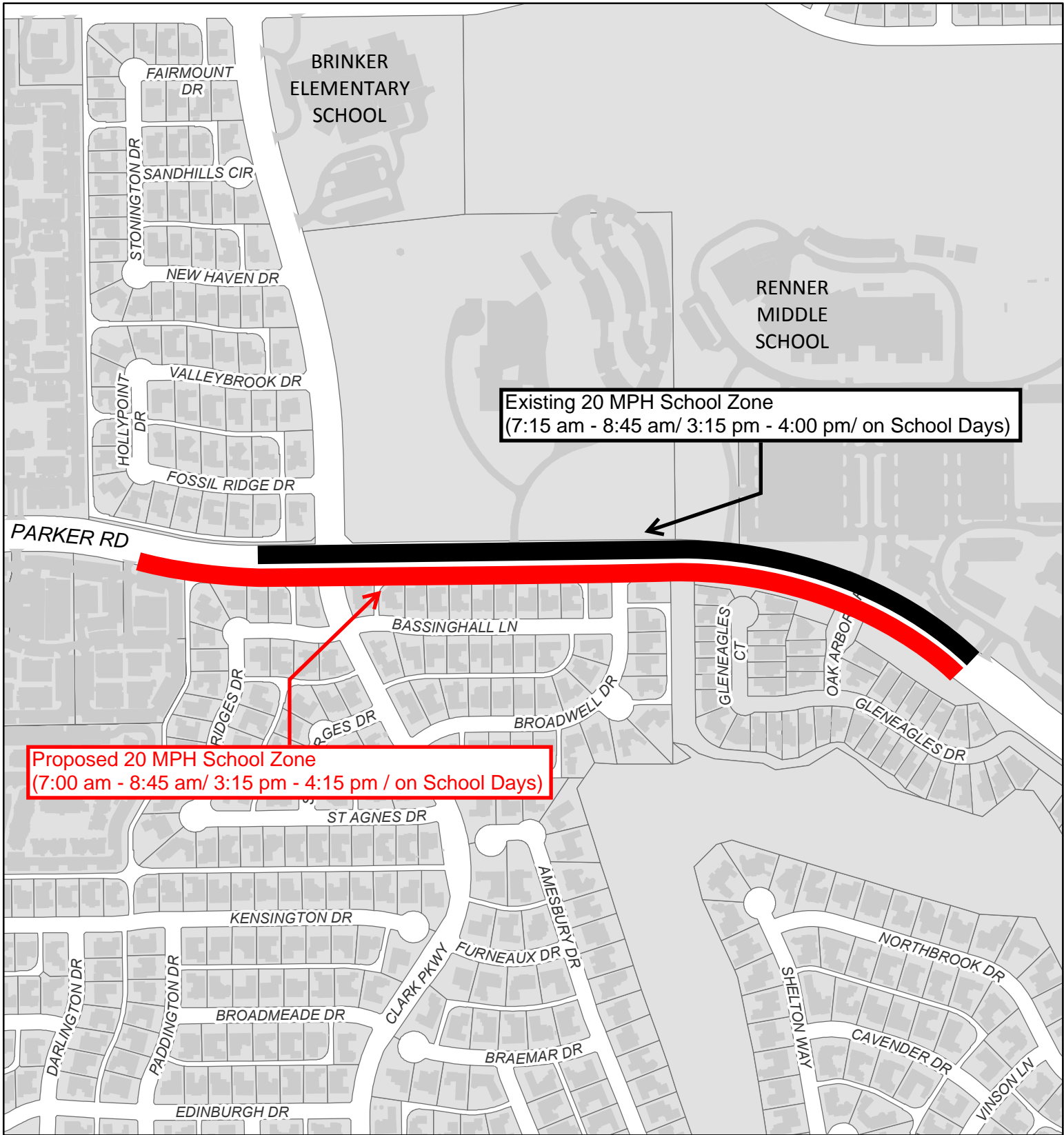
Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/2/2018	Map
Ordinance	8/6/2018	Ordinance

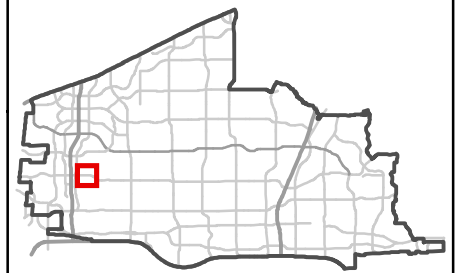


0 125 250
Feet



Parker Road School Zone Revisions

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-73 of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective time and the boundaries for the school zone on the section of Parker Road from a point 540 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for catastrophic pedestrian – vehicle collisions; and

WHEREAS, Parker Road is a major thoroughfare with a posted speed limit of 40 mph abutting Renner Middle School of the Plano Independent School District; and

WHEREAS, a 20 mph school zone is currently in place on Parker Road between a point 250 feet west of Clark Parkway and a point 300 feet east of Oak Arbor Drive between 7:15 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. on school days serving Renner Middle School students; and

WHEREAS, some of these students walk or bike to school when applicable school zones are not in operation; and

WHEREAS, the Principal at Renner Middle School requested to revise the school zone hours to provide for these students; and

WHEREAS, the Principal also requested to move the west boundary of the school zone on Parker Road to provide motorists an adequate distance to adjust their speed before reaching its intersection with Clark Parkway where students cross; and

WHEREAS, City of Plano Transportation Engineering Division staff evaluated the requests and support the revisions of the school zone; and

WHEREAS, City of Plano Transportation Engineering Division staff finds it necessary and in the best interest of the City and its citizens to revise the effective time and the boundary of the school zone on Parker Road within the city limits of the City of Plano in order to provide for the safety of the general public within the area; and

WHEREAS, the City Council hereby finds that Section 12-73(d) should be amended.

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

Section I. The City Council hereby amends Chapter 12 Motor Vehicles and Traffic, Article IV, Section 12-73(d), Subsection “Parker Road” (1) of the City of Plano

Code of Ordinances to read as follows:

"Parker Road:

- (1) Between a point five hundred and forty (540) feet west of Clark Parkway to a point three hundred (300) feet east of Oak Arbor Drive on school days between 7:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:15 p.m. (P)

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

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

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

Section V. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section VII. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 13th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2018-8-4: To amend Section 12-73(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal the 20 mph school zone on Merriman Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from traffic fines due to the removal of a school zone outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

Merriman Drive is a collector street extending from Los Rios Boulevard to San Gabriel Drive. There is a school zone on Merriman Drive encompassing the crossing at Ranch Estates Drive for Dooley Elementary School. The need for a school zone on Merriman Drive has been evaluated by the

Transportation Engineering staff in the 2017-2018 school year, and it has been determined that the school zone is no longer required. Staff recommends the removal of the school zone.

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/2/2018	Map
Ordinance	8/3/2018	Ordinance



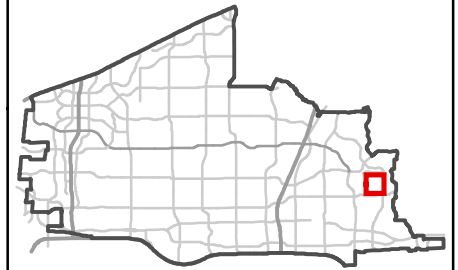
0 125 250
Feet



City of Plano GIS Division
August, 2018

Merriman Drive School Zone Removal

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-73(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal the 20 mph school zone on Merriman Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, upon review of school crossings on Merriman Drive at Ranch Estates Drive, City of Plano Transportation Engineering Division staff determined that the school zone on Merriman Drive is not required; and

WHEREAS, the City Council hereby finds it is necessary and in the best interest of the City and its citizens to remove the school zone on Merriman Drive.

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

Section I. Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, Article IV, of the City of Plano Code of Ordinances is hereby amended by the deletion of the following subsection:

“Merriman Drive:

- (1) Between Anita Drive and a point five hundred twenty-five (525) feet west of Los Rios Boulevard on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

Section II. The Traffic Engineer of Plano is hereby authorized to cause the removal of traffic control signs indicating such speed zones.

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

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

Section V. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section VII. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been removed.

DULY PASSED AND APPROVED this 13th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

Ordinance No. 2018-8-5: To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of National Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS: This item may impact revenue collected from parking fines due to alterations to the implementation of no parking zones outlined in the ordinance; however, the potential change in revenue from this action is indeterminable and likely to have minimal impact on the City of Plano's operating budget.

SUMMARY OF ITEM

National Drive is a 36-foot wide collector street abutting Taylor Elementary School of the Frisco Independent School District. Parents park their vehicles on both sides of the street near the driveway exit

along National Drive thereby creating a hazardous condition during drop-off and pick-up hours. Staff also noticed the parking restriction currently indicated by sign along the south side of National Drive is not in the City Code.

Staff recommends adopting the attached ordinance to incorporate the existing no stopping, standing, or parking zone along the south side of National Drive and to establish an additional no stopping, standing, or parking zone along and upon the north side of National Drive in order to provide for the safety of the general public within the area.

Strategic Plan Goal:

Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/6/2018	Map
Ordinance	8/6/2018	Ordinance

STATE 121 HWY

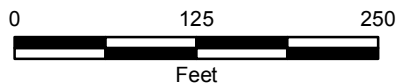
**Proposed 320 Feet No Stopping,
Standing, or Parking Zone
(7:00 am - 8:00 am/ 2:30 pm - 3:15 pm
on School Days)**

NATIONAL DR

GILLESPIE DR

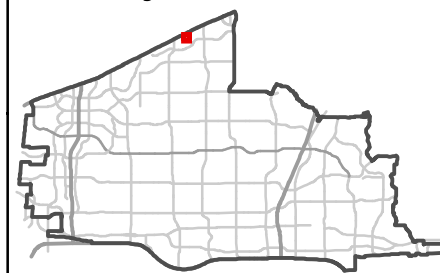
**Proposed 170 Feet No Stopping,
Standing, or Parking Zone
(7:00 am - 8:00 am/ 2:30 pm - 3:15 pm
on School Days)**

PORTIA TAYLOR
ELEMENTARY
SCHOOL



No Stopping, Standing, or Parking Zone Surrounding Taylor Elementary

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of National Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, National Drive is a 36-foot wide collector street abutting Taylor Elementary School of the Frisco Independent School District; and

WHEREAS, parents park their vehicles along both sides of National Drive near the school driveway creating a hazardous environment; and

WHEREAS, prohibiting on-street parking adjacent to the school driveway will discourage random pedestrian crossings and unexpected u-turn movements near the school driveway improving carpool flows; and,

WHEREAS, the Transportation Engineering Division of the City of Plano proposes to amend a certain section of the Code of Ordinances to incorporate the existing no parking, stopping, standing zone along the south side of National Drive and to establish an additional no parking, stopping, or standing zone along and upon the north side of National Drive and within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of National Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-102 (e) of Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, or Parking, of the Code of Ordinances, City of Plano, Texas, is hereby amended by adding the following subsection:

“National Drive:

(1) Along the north side of National Drive from its intersection with Gillespie Drive to a point three hundred twenty (320) feet west of Gillespie Drive between the hours 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:15 p.m. on school days.

(2) Along the south side of National Drive from its intersection with Gillespie Drive to a point one hundred seventy (170) feet west of Gillespie Drive between the hours 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:15 p.m. on school days.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement or removal of traffic control signs along the portions of the roadways

described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in these areas.

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

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

Section VI. Any violation of any provision or term of this ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this ordinance shall be punished by a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

DULY PASSED AND APPROVED this 13th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2018-8-6 as requested in Zoning Case 2018-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 2.2 acres of land located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Amberwood Duplexes, LLC **Conducted and Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2018-003 FOLLOW UP	8/2/2018	P/Z Follow-up Memo
ZC 2018-003 WRITE UP	8/2/2018	Staff Report
ZC 2018-003 LOCATOR	8/2/2018	Map
ZC 2018-003 AERIAL	8/2/2018	Map
ZC 2018-003 ZONING EXHIBIT (BOLD)	8/2/2018	Map
ZC 2018-003 PISD LETTER	8/2/2018	Letter
ZC 2018-003 CONCEPT PLAN	8/2/2018	Exhibit
ZC 2018-003 (ORDINANCE WITH EXHIBITS	8/3/2018	Ordinance

DATE: July 25, 2018

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission

PA

SUBJECT: Results of Planning & Zoning Commission Meeting of July 24, 2018

**AGENDA ITEM NO. 1A - PUBLIC HEARING
ZONING CASE 2018-003
APPLICANT: AMBERWOOD DUPLEXES, LLC**

Request to rezone 2.2 acres located on the north side of Plano Parkway, 280 feet east of Ashton Drive **from** Agricultural **to** Planned Development-Single-Family Residence-6. Zoned Agricultural/190 Tollway/Plano Parkway Overlay District. Tabled June 4, 2018, and June 18, 2018. Project #ZC2018-003.

APPROVED: 7-0 **DENIED:** **TABLED:**

Speaker Card(s) Received	Support: <u>2</u>	Oppose: <u>1</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>2</u>	Oppose: <u>5</u>	Neutral: <u>0</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>0</u>	Oppose: <u>7</u>	Neutral: <u>0</u>

STIPULATIONS:

Recommended for approval with the following restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

1. Garages must be accessed only from an alley and may not face, or be visible from, the front yard.
2. The northernmost lot may vary from the lot depth requirement if it has a minimum of 11,000 square feet of lot area and a minimum lot dimension of 100 feet along the southern lot line. This lot may have a minimum rear yard setback of 10 feet for the main building; the garage must maintain a rear yard setback of 20 feet.
3. All other lots may have a minimum lot depth of 95 feet.

FOR CITY COUNCIL MEETING OF: August 13, 2018 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/amc

xc: Manivannan Rajarethinam, Amberwood Duplexes, LLC
Fred Bemenderfer, Roome Land Surveying, Inc.
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/u6AEzcGaeLr>

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 24, 2018

Agenda Item No. 1A

Public Hearing: Zoning Case 2018-003

Applicant: Amberwood Duplexes, LLC

DESCRIPTION:

Request to rezone 2.2 acres located on the north side of Plano Parkway, 280 feet east of Ashton Drive **from** Agricultural **to** Planned Development-Single-Family Residence-6. Zoned Agricultural/190 Tollway/Plano Parkway Overlay District. Tabled June 4, 2018, and June 18, 2018. Project #ZC2018-003.

REMARKS:

At the June 18, 2018, meeting the Planning & Zoning Commission voted to table this item to the July 24, 2018, meeting and re-notice it to a planned development (PD) district to modify development standards.

The purpose of this request is to rezone the subject property to allow for single-family residential lots. The existing zoning is Agricultural (A). The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development. The subject property was annexed into the city on June 12, 1980, and has been zoned Agricultural since that time.

The proposed zoning is Planned Development-Single-Family Residence-6 (PD-SF-6). A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off and onsite conditions. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The SF-6 district is intended to provide areas for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

A concept plan, Wyndemere II, accompanies this request as agenda item 1B.

Surrounding Land Use and Zoning

North	Overhead transmission lines, City of Plano park property, and existing residences zoned Single-Family Residence-7
East	Overhead transmission lines and existing residences zoned Single-Family Residence-7
South	Across Plano Parkway, new vehicle dealer zoned Light Industrial-1
West	Existing residences zoned Single-Family Residence-6

Proposed Development Stipulations

The applicant is proposing planned development stipulations to require homes to be served from alleys consistent with the design of the adjacent neighborhood to accommodate reduced lot depths, and allow for development of a non-standard lot. The applicant's proposed PD stipulations are as follows:

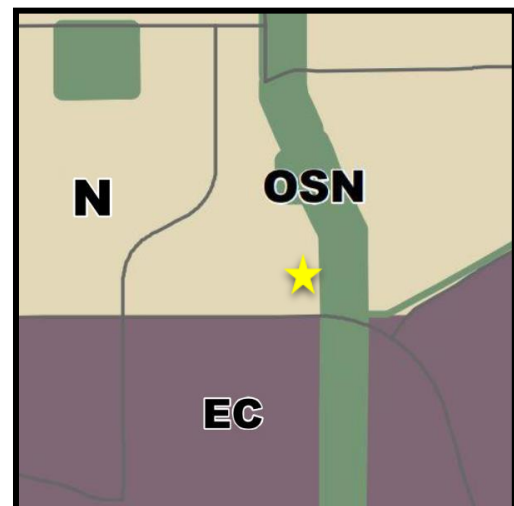
The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning districts unless otherwise specified herein.

1. Garages must be accessed only from an alley and may not face, or be visible from, the front yard.
2. The northernmost lot may vary from the lot depth requirement if it has a minimum of 11,000 square feet of lot area and a minimum lot dimension of 100 feet along the southern lot line. This lot may have a minimum rear yard setback of 10 feet for the main building; the garage must maintain a rear yard setback of 20 feet.
3. All other lots may have a minimum lot depth of 95 feet.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Neighborhood (N).

The Neighborhood future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and



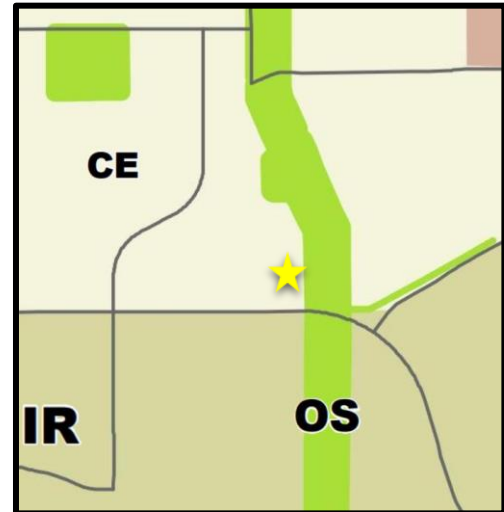
intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.

The N designation recommends single-family uses for the subject property. The requested SF-6 zoning district and the requirement for alley-served lots as specified by the proposed PD is consistent with the context of the surrounding neighborhood. This request is in conformance with the Future Land Use Map designation.

Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

The CE areas are expected to retain the current form of development but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.

The CE designation identifies areas which are intended to maintain consistency with surrounding zoning and uses. This rezoning is a minor infill request, and will be consistent with the zoning standards of the adjacent neighborhoods. This request is in conformance with the Growth and Change Map designation.



Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

This request will allow for new housing which respects the intensity of the surrounding residential neighborhoods. This request is in conformance with the Land Use Policy.

Undeveloped Land Action Statement UL3 - *Situate new housing growth adjacent to existing residential neighborhoods.*

The subject property is an extension of the existing neighborhood and takes access from existing residential streets. This request is in conformance with this action statement.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property; however, the applicant may be responsible for making improvements to either the water and/or sanitary sewer system to increase the system capacity if required.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. In considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff estimated the traffic generation for the proposed homes for a single hour during weekday peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.), and the results are shown in the table below:

Proposed Development	AM	PM
Single-Family Residence-6 (10 lots)	7.7	10.2

School Capacity - Plano Independent School District has provided a letter regarding school capacity, which staff has included as an attachment.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

Access to and Availability of Amenities and Services - The subject property is less than a half mile from the nearest public park, Eldorado Park, and the Preston Ridge Trail. Additionally, future residents would be served by the Haggard Library which has sufficient capacity to serve the development.

ISSUES:

Neighborhood Compatibility

Due to its size and proximity to single-family homes, the subject property may not be suitable for most agricultural activities, and it is reasonable to expect this property to be rezoned to match the surrounding zoning districts. The adjacent neighborhood to the west, Wyndemere, is zoned SF-6, and was developed in the early 1990s. The applicant has discussed the proposed development with the Wyndemere Homeowners Association and has received a letter of support, attached as Exhibit 1. To gain their support, the applicant entered into an agreement with the HOA, which is attached as Exhibit 2.

This agreement specifies that new residences must take access from rear alleys, consistent with the present form of the existing homes. The exhibit also states that the applicant has agreed to join the HOA, and includes additional commitments of both the developer and HOA, such as limiting construction traffic to specific areas, and providing a screening wall along Plano Parkway. However, it should be noted that some of the commitments listed in the private agreement may conflict with city ordinances and, therefore, may be unenforceable.

Garage Access

Although the applicant's signed agreement (Exhibit 2) specifies rear entry access, the SF-6 zoning district does not require rear entry products. If the applicant desired, or if the property changed hands, front entry homes could be developed by right under SF-6 zoning. Therefore, the applicant is requiring that garages must be accessed only from an alley and may not face, or be visible from, the front yard, through the proposed PD stipulations. The companion concept plan shows that Lots 1 through 9 would be able to be accessed from the rear. However, Lot 10, the northernmost lot, may need to have a garage on the side of the home due to its lot configuration and alley access. For this reason the stipulation specifies that the garage must not face or be visible from the front yard.

Lot Depth and Setback

Additionally, the subject property does not fully meet the requirements of the SF-6 zoning district for lot depth with a rear entry product. This is due to the right-of-way dedication required to construct an alley, and the awkward lot configuration of Lot 10. As proposed, Lots 1 through 9 need a five foot reduction to the lot depth, from 100 feet to 95 feet. The reduced lot depth to 95 feet does not dramatically affect the developability of these lots, but allows them to be consistent with the form of the adjacent homes.

However, staff is concerned about creating Lot 10 with the "leftover" property. This lot meets the depth requirement on the southern lot line and has a larger lot area (11,444 square feet), but it does not meet the depth requirement along the northern/eastern lot line. Further, the applicant is requesting to reduce the minimum rear yard setback from 20 feet to 10 feet to increase the amount of developable area. This reduction will allow the house to be built closer to the power line easement.

As proposed, this lot is substantially different in shape from the adjacent neighborhood and it would likely only be accessed from a garage on the side of the home. Although staff believes the standards for Lots 1 through 9 are necessary to accommodate development which is in the context of the existing neighborhood, staff is not in support of the stipulations as proposed for Lot 10.

Minimum Area for a Planned Development District

The subject property is 2.2 acres in size. To approve a PD less than five acres in size, the Zoning Ordinance requires that a "specific finding is made by the City Council that the establishment of the district is required to implement the Comprehensive Plan or related study." Section 12.100 (Purpose) of Article 12 (Planned Development District) of the Zoning Ordinance states that PDs may be adopted for the following purposes:

1. To protect and provide for the public health, safety, and general welfare of the city.

2. To guide the future development of the city in accordance with the Comprehensive Plan.
3. To accommodate innovation by modifying regulations to better accomplish the city's development goals.
4. To mitigate developmental impacts, especially those related to the environment, traffic, public services and facilities, and adjacent and area land uses.
5. To protect and enhance the aesthetic and visual quality of development.

The applicant's standards are intended to ensure neighborhood compatibility by requiring alley served homes, while proposing lot allowances to develop the property as shown on the companion concept plan. Although the subject lot is substantially less than the required five acre minimum, a PD may be appropriate to require rear entry products for consistency with the form and character of the adjacent neighborhood, and to allow for necessary lot allowances.

Proximity to Overhead Transmission Lines

The adjacent overhead electric transmission lines immediately to the east of the subject property stretch to the northern and southern limits of the city. It is typical for homes to be developed to adjacent towers and transmission lines throughout the city, including properties directly to the east in the Highlands North Plano HOA, and to the north of the subject property in the Eldorado Park HOA. The development situation proposed by the applicant is not dissimilar to the development situation for other established neighborhoods in Plano, with the exception of the rear yard setback reduction for Lot 10.

SUMMARY:

This is a request to rezone 2.2 acres located on the north side of Plano Parkway, 280 feet east of Ashton Drive from A to Planned Development-SF-6. The subject property is an extension of an existing SF-6 neighborhood, and the request is in conformance with the recommendations of the Comprehensive Plan. The proposed stipulations would permit the development of this area compatible with the surrounding neighborhood. However, due to the odd configuration of Lot 10, which may place a burden on a future homeowner, staff is supportive of the request with the amended stipulations as noted in the recommendation section.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

1. Garages must be accessed only from an alley and may not face, or be visible from, the front yard.
2. Minimum Lot Depth: 95 feet.

Wyndemere HOA
c/o Eric Roberson,
V.P./Treasurer 1521 Pagewynne
Drive
Plano, Texas 75093

May 29, 2018

Manivanan Rajarethinam
Amberwood Duplexes,
LLC Plano, Texas
Via Email

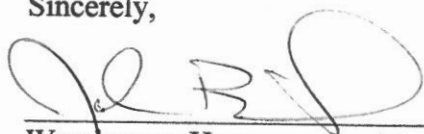
Re: Letter Agreement Regarding Wyndemere Phase 2

To Whom All It May Concern,

Be it known that the Board of the Wyndemere Homeowners Association, Inc. after having both meetings and negotiations with Manivanan Rajarethinam, individually and on behalf of Amberwood Duplexes, LLC., (Developer) and having reached a mutually beneficial agreement regarding the development of Wyndemere Phase 2, which is herein attached, does hereby offer its support of the zoning requests being made by the Developer.

Given the conditions agreed to in the attached Agreement, the Board of the HOA believes the Development of Wyndemere Phase 2 will result in a development that will preserve the integrity of the Wyndemere development, increase home values of the current homes, and ultimately benefit all parties.

Sincerely,



Wyndemere Homeowners Association, Inc.
By: John Bevil
President

Wyndemere HOA
c/o Eric Roberson, V.P./Treasurer
1521 Pagewynne Drive
Plano, Texas 75093

May 29, 2018

Manivanan Rajarethinam
Amberwood Duplexes, LLC
Plano, Texas
Via Email

Re: Letter Agreement Regarding Wyndemere Phase 2

Dear Mr. Rajarethinam,

This letter agreement confirms our prior discussions and constitutes a separate, legally enforceable contract between the Wyndemere Homeowners Association, Inc. (HOA) and Manivanan Rajarethinam and Amberwood Duplexes, LLC (collectively, Developer) related to the Developer's intended purchase of the Property located on the east side of Larkel Street running north from Plano Parkway to a point just south of the alleyway north of Waltham Drive (Property) and create a sub-development of up to 10 lots to be used for residential purposes (Wyndemere Phase 2).

Whereas, the HOA is a mandatory homeowners association, incorporated in Texas as a not-for-profit corporation, consisting of 54 residential properties located in Plano, Texas, consisting of all homes and lots that are currently located on Pagewynne Drive, Waltham Drive, Larkel Street, Rockcliff Street, and Echomont Lane.

Whereas the Developer's attempts to develop the Property into Wyndemere Phase 2 will directly impact the HOA and the members of the HOA.

Whereas, the developer seeks to purchase the Property and develop Wyndemere Phase 2.

Whereas, to do so, the Developer is seeking to rezone the property from agricultural to SF6 and obtain an alley variance for SF6 zoning and any other variance or approval necessary to develop ten (10) lots.

Whereas, it is in the interest of the HOA and the Developer to do work amicably to achieve a mutually agreeable arrangement that is beneficial to both the HOA and its members on one hand, and for the Developer on the other;

Therefore, the HOA and the Developer AGREE AS FOLLOWS:

The Developer agrees to bind itself and all future owners of the Property (whether in an undeveloped state, as lots, or as residences in Wyndemere Phase 2) who purchase land from the Developer, its successors, assigns, and designees as follows:

- 1) To be bound by the Declaration of Covenants Conditions and Restrictions for Wyndemere, and the Amendments to Declaration of Covenants Conditions and Restrictions for Wyndemere attached hereto (Collectively, Amended Covenants) and that all homes developed out of the Property into Wyndemere Phase 2 will become mandatory members of the HOA, being the Homeowner's Association created in and through the attached Amended Covenants;
- 2) That no houses may be developed on the Property in Wyndemere Phase 2 with a front driveway connecting to Rockcliff Street or Waltham Drive;
- 3) That an alley be constructed predominantly on the eastern edge of the Property as a part of the development of the Property, and that all homes built on the Property in Wyndemere Phase 2 shall have a driveway that connects to that new alley;
- 4) That due to the need of emergency vehicles and school buses to freely traverse Rockcliff Street, a narrow street, during the development of the Property and during the construction of homes on lots in Wyndemere Phase 2, that vehicles belonging to any contractors, sub-contractors, and other similar service personnel or companies shall be requested to park on the east side of the new alley constructed on the east side of the Property; and
- 5) To work together with city and the HOA to insure new screening walls on Plano Parkway to adjoin the HOA and to adjoin Phase 2 will be made of the same color and material.

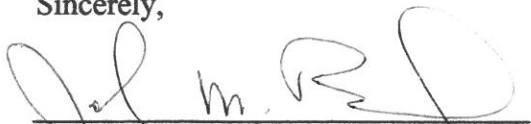
Handwritten notes:
Lot #10
alley
S. 100' on
generally in
middle

The HOA agrees as follows:

- 1) It will support the request of the Developer to obtain a zoning change of the Property to SF6, either by supplying a letter of support or by having a representative appear and the meeting of the Plano Planning and Zoning Commission meeting related to Wyndemere Phase 2;
- 2) It will support an SF6 variance to build an alleyway on the East side of the Property resulting in lots of less than 100' depth;
- 3) It will quitclaim and or otherwise forever relinquish or transfer any of the HOA's ownership rights to the western portion of the Property, which currently occupies the land on the west side of the current fence line running on the East side of Rockcliff Street;
- 4) It will support the Developer in obtaining a variance to build a single-cut of a water line on the northern portion of the Property to place a water line on the land agreed to be quitclaimed and/or relinquished above on the western portion of the Property on the west side of the current fence line on Rockcliff Street; and
- 5) It will work together with city and developer to insure new screening walls on Plano Parkway to adjoin the HOA and to adjoin Phase 2 will be made of the same color and material

If the above offered agreement is acceptable to the Developer, please indicate below by signing this letter agreement and returning it to the HOA.

Sincerely,

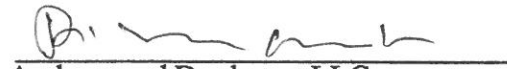

Wyndemere Homeowners Association
By: John Bevil
President

6/13/18
Date

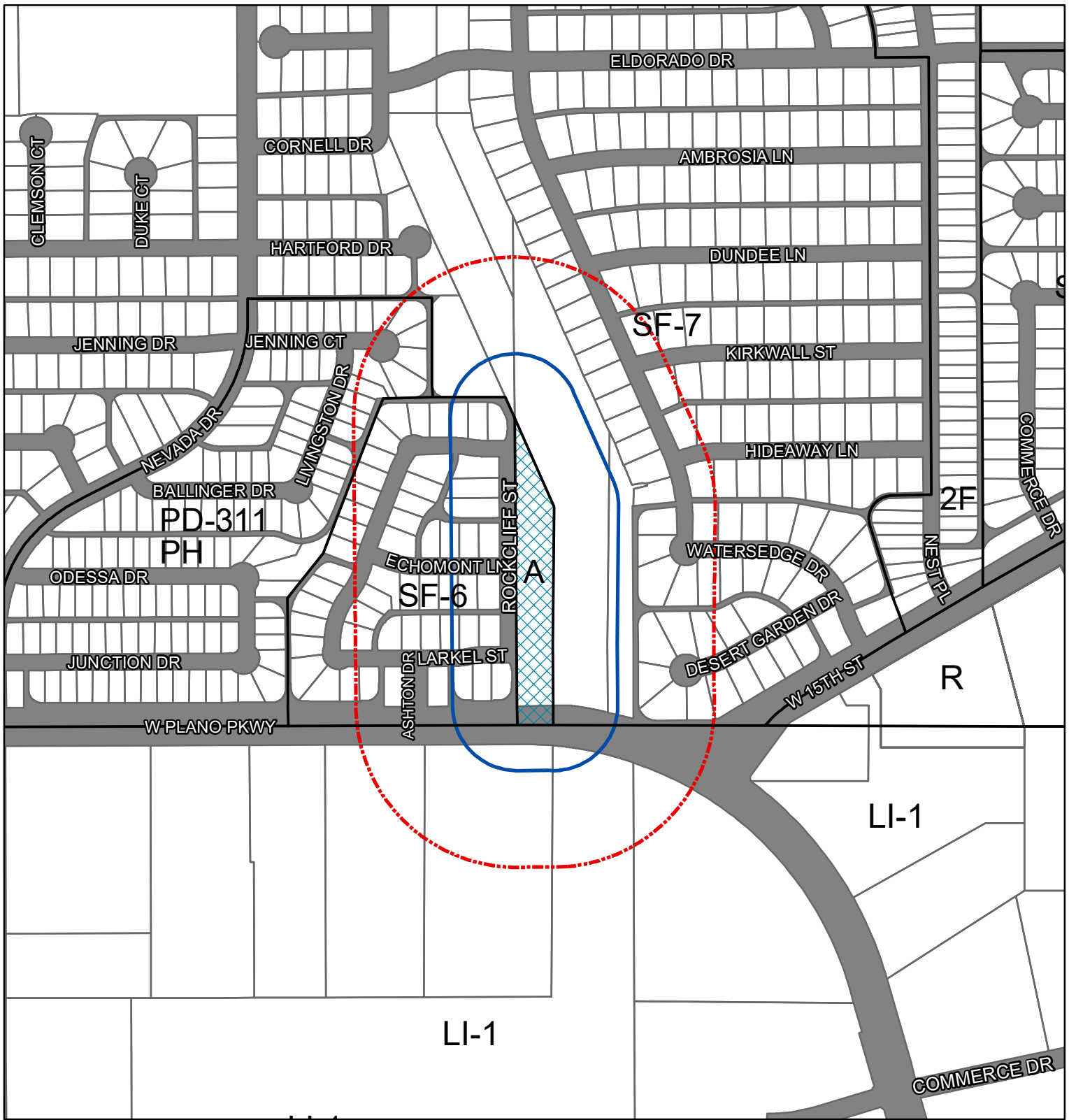
Agreed:


Manivanan Rajarethinam, individually

6/12/18
Date


Amberwood Duplexes, LLC
By: Manivanan Rajarethinam, Officer

6/12/18
Date

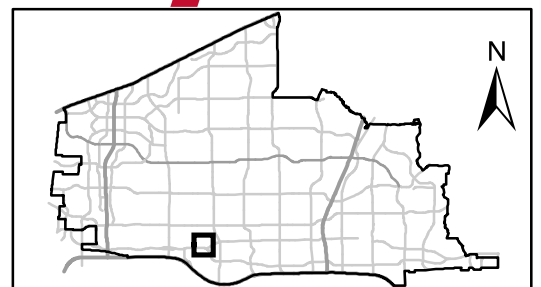


Zoning Case #: 2018-003

Existing Zoning: Agricultural (A)/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Single-Family Residence-6 (PD-SF-6)/190 Tollway/Plano Parkway Overlay District

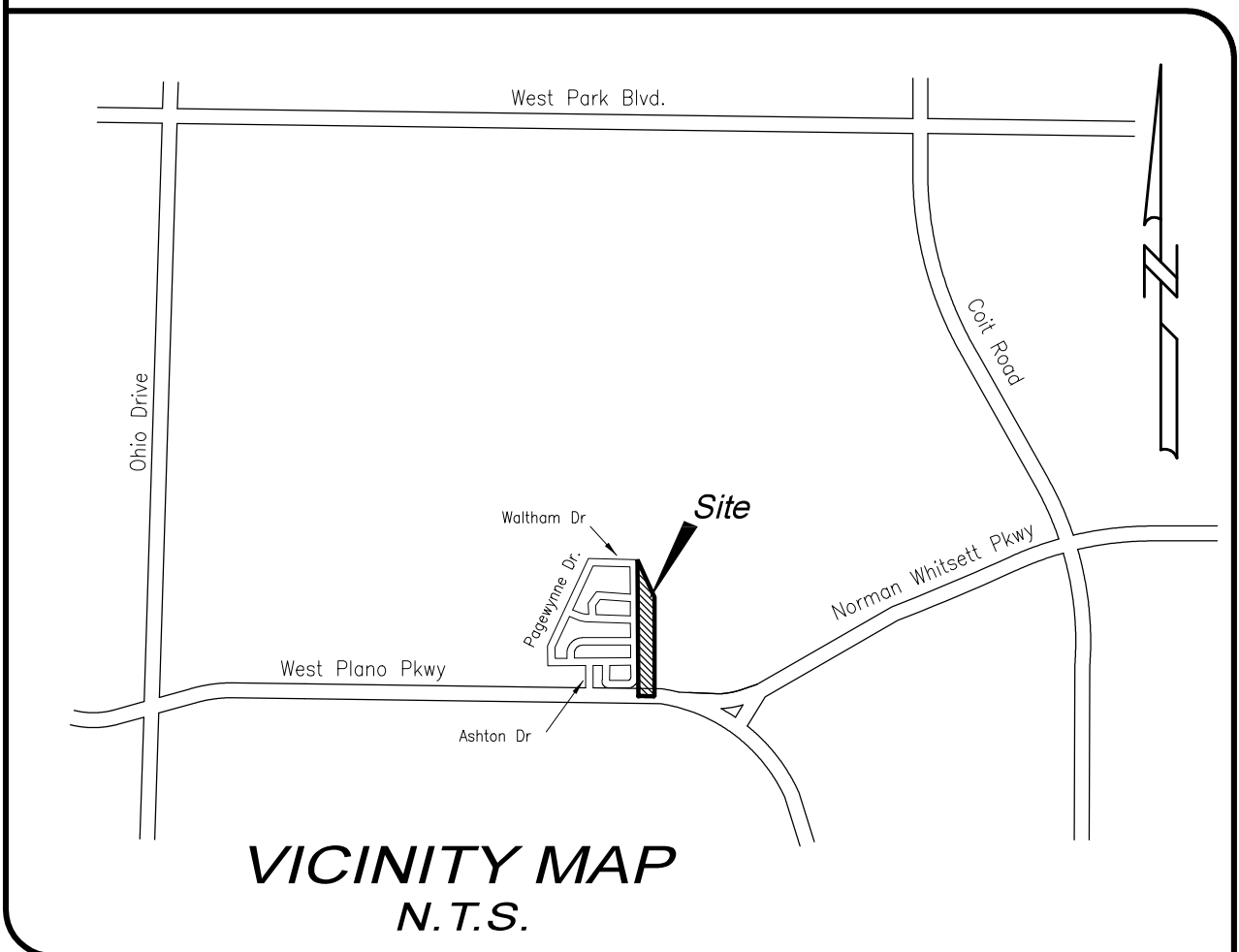
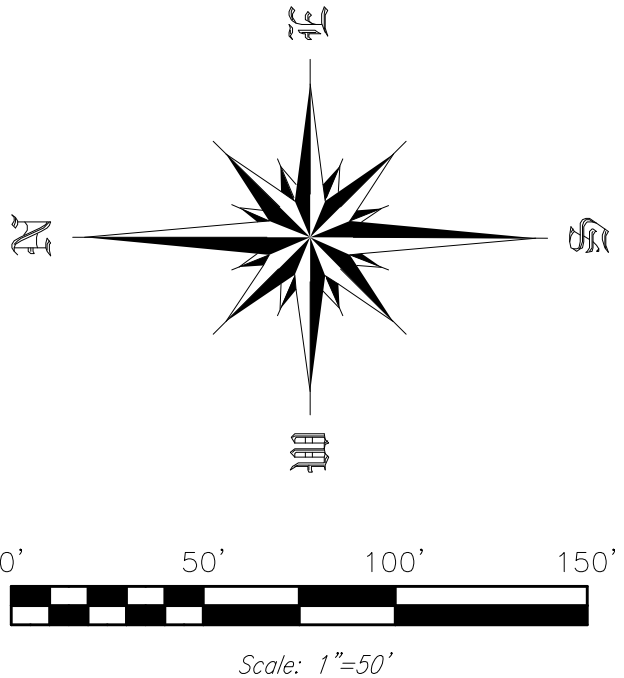
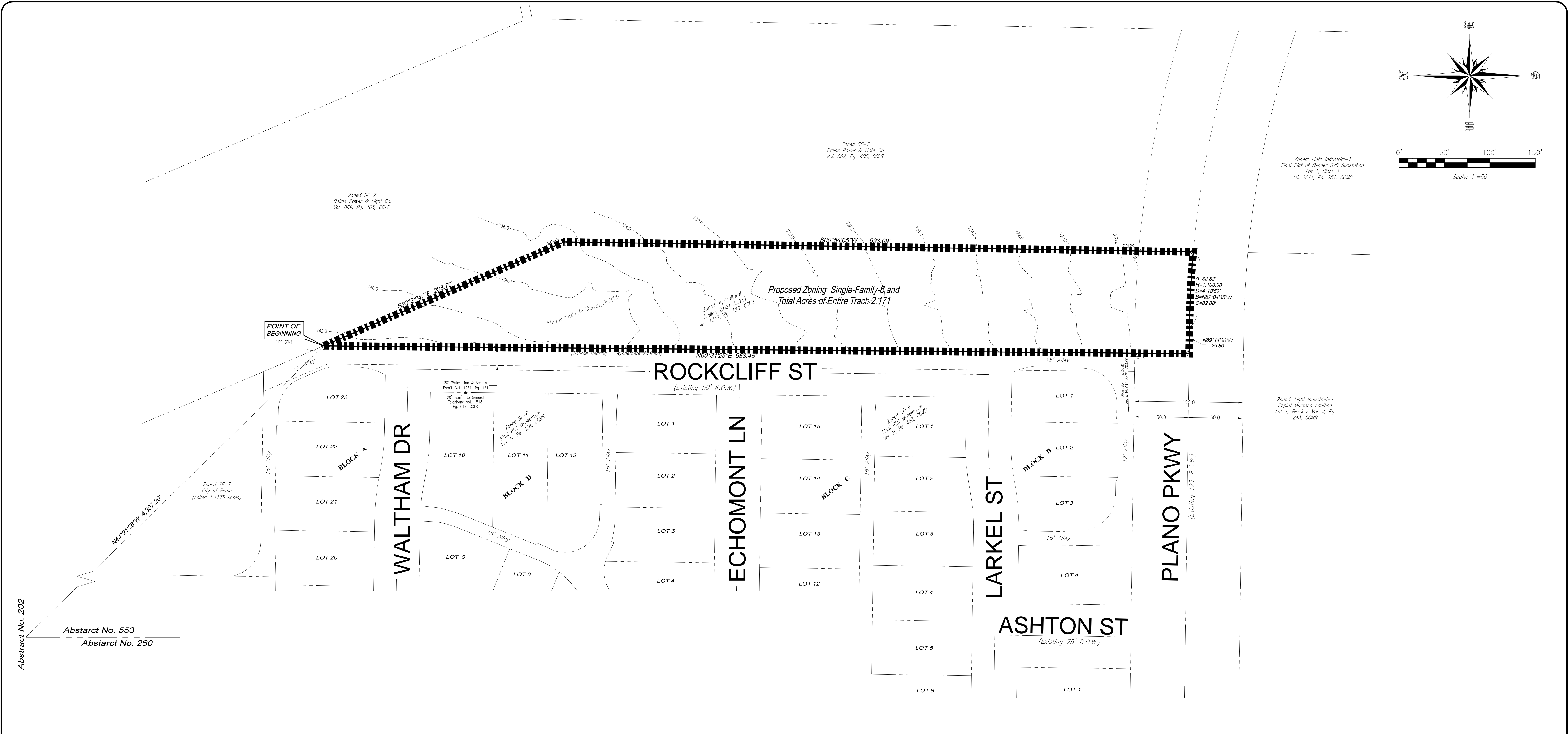
- | | | |
|---|--|--|
| <ul style="list-style-type: none"> --- Zoning Boundary Change/SUP --- City Limits --- Zoning Boundary | <ul style="list-style-type: none"> --- Specific Use Permit --- 500' Courtesy Notification Buffer --- 200' Notification Buffer | <ul style="list-style-type: none"> Subject Property Right-of-Way |
|---|--|--|





Source: City of Plano, Planning Dept.
Date: 7/20/2018

Zoning Case 2018-003



Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Martha McBride Survey, Abstract No. 553, being all of a 2.021 acre tract of land as recorded in Volume 1347, Page 126 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1-inch iron rod found marking the northwest corner of said premises, said 2.021 acre tract, the most easterly northeast corner of Wyndemere Addition, an addition to the City of Plano as recorded in Volume H, Page 458 of the Collin County Map Records, and a west line of a Dallas Power & Light Company tract of land as recorded in Volume 869, Page 405 of the Collin County Land Records;

THENCE with the northeast line of said 2.021 acre tract, said premises and the southwest line of said Dallas Power & Light Company tract, South 23°21'40" East, 288.70 feet to a Roome capped iron rod set for corner;

THENCE with the east line of said 2.021 acre tract and a west line of said Dallas Power & Light Company tract, South 00°54'05" West, passing at 632.93 feet the north right-of-way line of West Plano Parkway (120' wide right-of-way) marking the southeast corner of said 2.021 acre tract, and continuing with the prolongation of said line a total distance of 693.09 feet to a point for corner in the curving centerline of West Plano Parkway and marking the southeast corner of said premises;

THENCE northwesterly along the curving centerline of West Plano Parkway, a curve to the left having a central angle of 04°18'50" with a radius of 1,100.00 feet for an arc distance of 82.82 feet (chord = North 87°04'35" West, 82.80 feet) to a point for tangent;

THENCE North 89°14'00" West, 29.60 feet to point marking the southwest corner of said premises;

THENCE North 00°31'25" East, passing at 60.00 feet a "X" set in a brick column marking the southwest corner of said 2.021 acre tract, and the southeast corner of Wyndemere Addition and continuing with the prolongation of said line for a total distance of 953.45 feet to the point of beginning and containing 2.171 acres of land.

NOTE: Approval of the zoning case associated with the exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies plats or plans relation to development of the property shall be considered as an action separate from action taken on this zoning case.

Owner	Surveyor
Amberwood & Duplexes, LLC 6609 Candlecreek Land Plano, TX 75024 (P) (503) 330-6252 Attn: Manivannan Raja	Roome Land Surveying 2000 Ave G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bemenderfer

Zoning Exhibit

ZONING CASE # ZC-2018-003

Lots 1-10

Wyndemere II

2.171 Acres / 94,569 Sq.Ft.

Martha McBride Survey, A-553

City of Plano, Collin County, Texas

April 12, 2018



Craig Fisher

From: Randy McDowell <randy.mcdowell@pisd.edu>
Sent: Tuesday, May 22, 2018 3:57 PM
To: Craig Fisher
Subject: RE: ZC2018-003 - Agricultural to Single-Family-6

Craig,

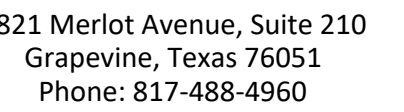
I don't anticipate any campus capacity issues with the addition of 10 homes in that area. It appears to be Weatherford Elem. and they would have room for the student yield from 10 houses.

Let me know if you need anything else.

Randy McDowell
Assistant Superintendent of Business Services
469-752-8113
randy.mcdowell@pisd.edu



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DEVELOPER/OWNER

JOB NUMBER: REX16005

DESIGNED BY:

DRAWN BY:

CHECKED BY:

ISSUE DATE: 06-29-16

REV:

PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND
NOT INTENDED FOR THE
PURPOSES OF CONSTRUCTION,
BIDDING OR PERMIT. THEY
WERE PREPARED BY, OR
UNDER THE SUPERVISION OF:

SHEA O. KIRKMAN
P.E.# 91865
DATE: July 19, 2018

Kirkman Engineering, LLC
Texas Firm No: 15874

2.02 ACRES

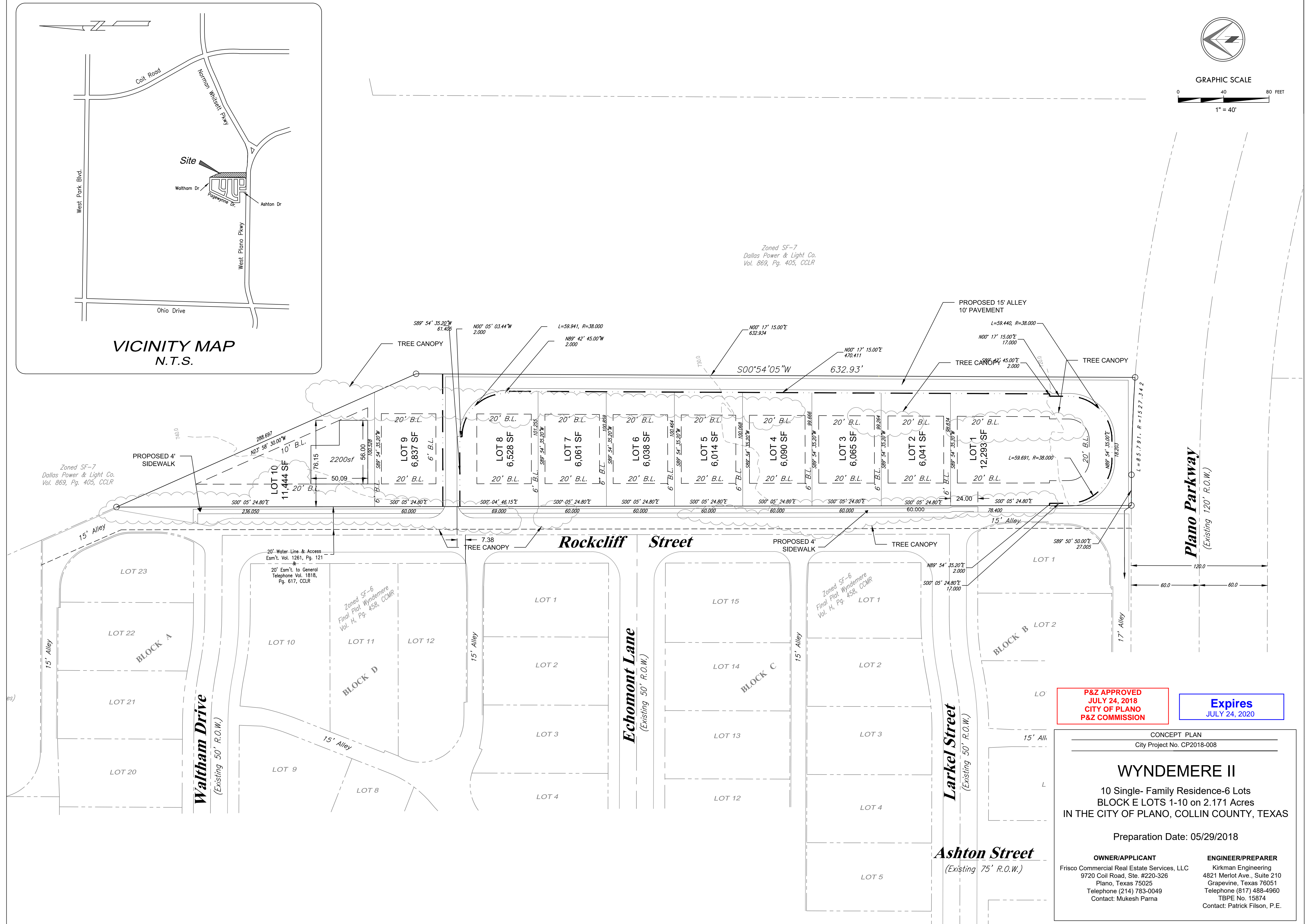
PLANO,
TEXAS

CONCEPT PLAN

MEET:

/1.0

Copyright 2018, Kirkman Engineering



Zoning Case 2018-003

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 2.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 13th day of August 2018, for the purpose of considering rezoning 2.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 13th day of August 2018; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 2.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6, said property being described in the legal description on Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

1. Garages must be accessed only from an alley and may not face, or be visible from, the front yard.
2. The northernmost lot may vary from the lot depth requirement if it has a minimum of 11,000 square feet of lot area and a minimum lot dimension of 100 feet along the southern lot line. This lot may have a minimum rear yard setback of 10 feet for the main building; the garage must maintain a rear yard setback of 20 feet.
3. All other lots may have a minimum lot depth of 95 feet.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

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

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

PASSED AND APPROVED THIS THE 13TH DAY OF AUGUST 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2018-003

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Martha McBride Survey, Abstract No. 553, being all of a 2.021 acre tract of land as recorded in Volume 1347, Page 126 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1-inch iron rod found marking the northwest corner of said premises, said 2.021 acre tract, the most easterly northeast corner of Wyndemere Addition, an addition to the City of Plano as recorded in Volume H, Page 458 of the Collin County Map Records, and a west line of a Dallas Power & Light Company tract of land as recorded in Volume 869, Page 405 of the Collin County Land Records;

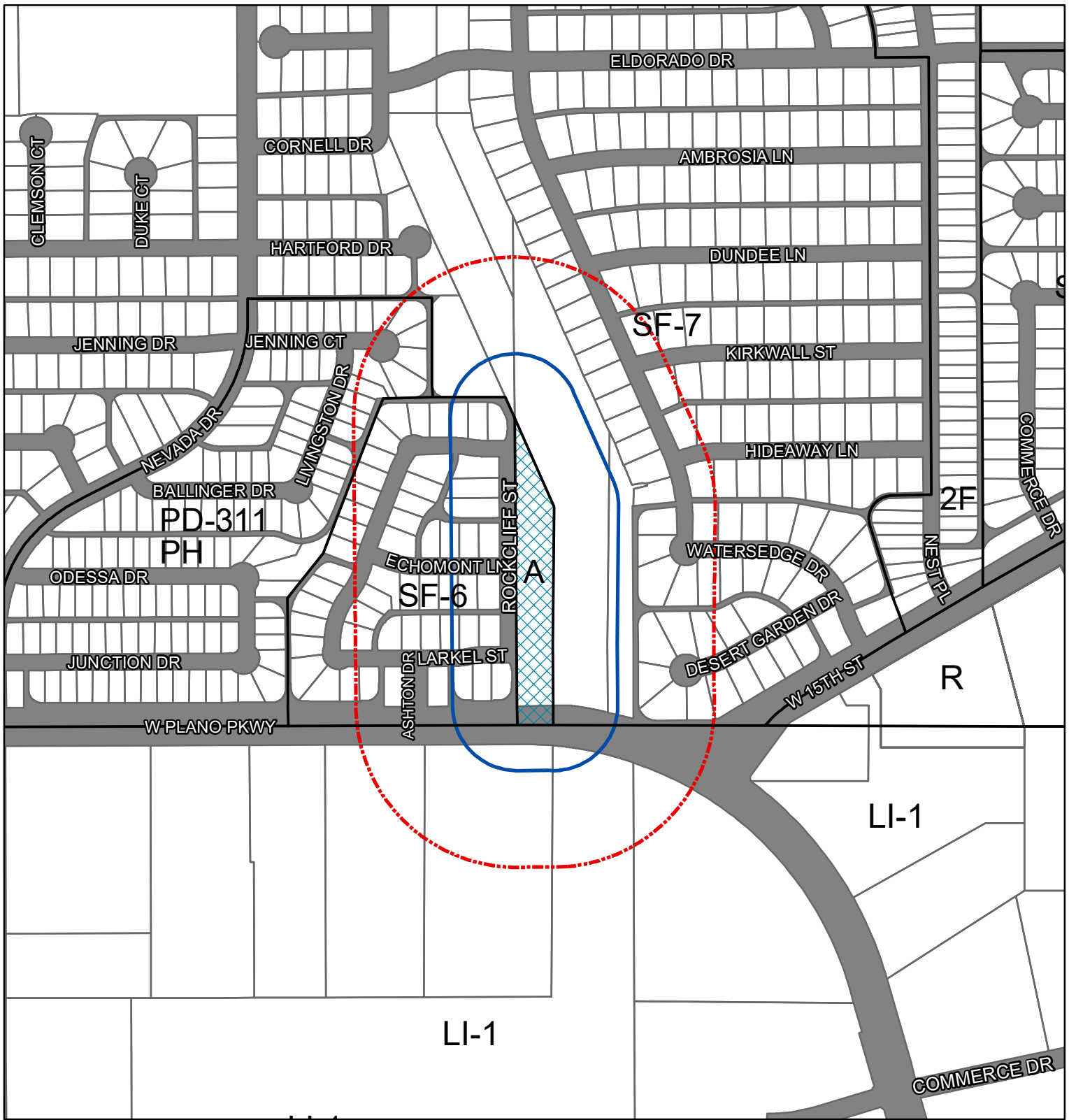
THENCE with the northeast line of said 2.021 acre tract, said premises and the southwest line of said Dallas Power & Light Company tract, South 23°21'40" East, 288.70 feet to a Roome capped iron rod set for corner;

THENCE with the east line of said 2.021 acre tract and a west line of said Dallas Power & Light Company tract, South 00°54'05" West, passing at 632.93 feet the north right-of-way line of West Plano Parkway (120' wide right-of-way) marking the southeast corner of said 2.021 acre tract, and continuing with the prolongation of said line a total distance of 693.09 feet to a point for corner in the curving centerline of West Plano Parkway and marking the southeast corner of said premises;

THENCE northwesterly along the curving centerline of West Plano Parkway, a curve to the left having a central angle of 04°18'50" with a radius of 1,100.00 feet for an arc distance of 82.82 feet (chord = North 87°04'35" West, 82.80 feet) to a point for tangent;

THENCE North 89°14'00" West, 29.60 feet to point marking the southwest corner of said premises;

THENCE North 00°31'25" East, passing at 60.00 feet a 'X' set in a brick column marking the southwest corner of said 2.021 acre tract, and the southeast corner of Wyndemere Addition and continuing with the prolongation of said line for a total distance of 953.45 feet to the POINT OF BEGINNING and CONTAINING 2.171 acres of land.

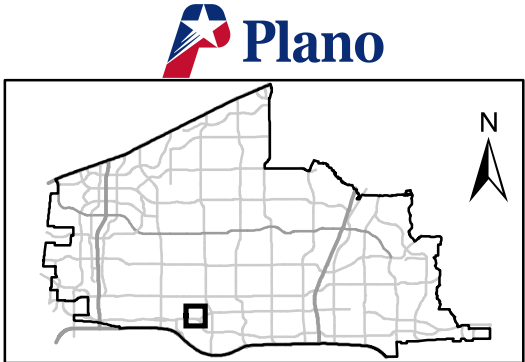


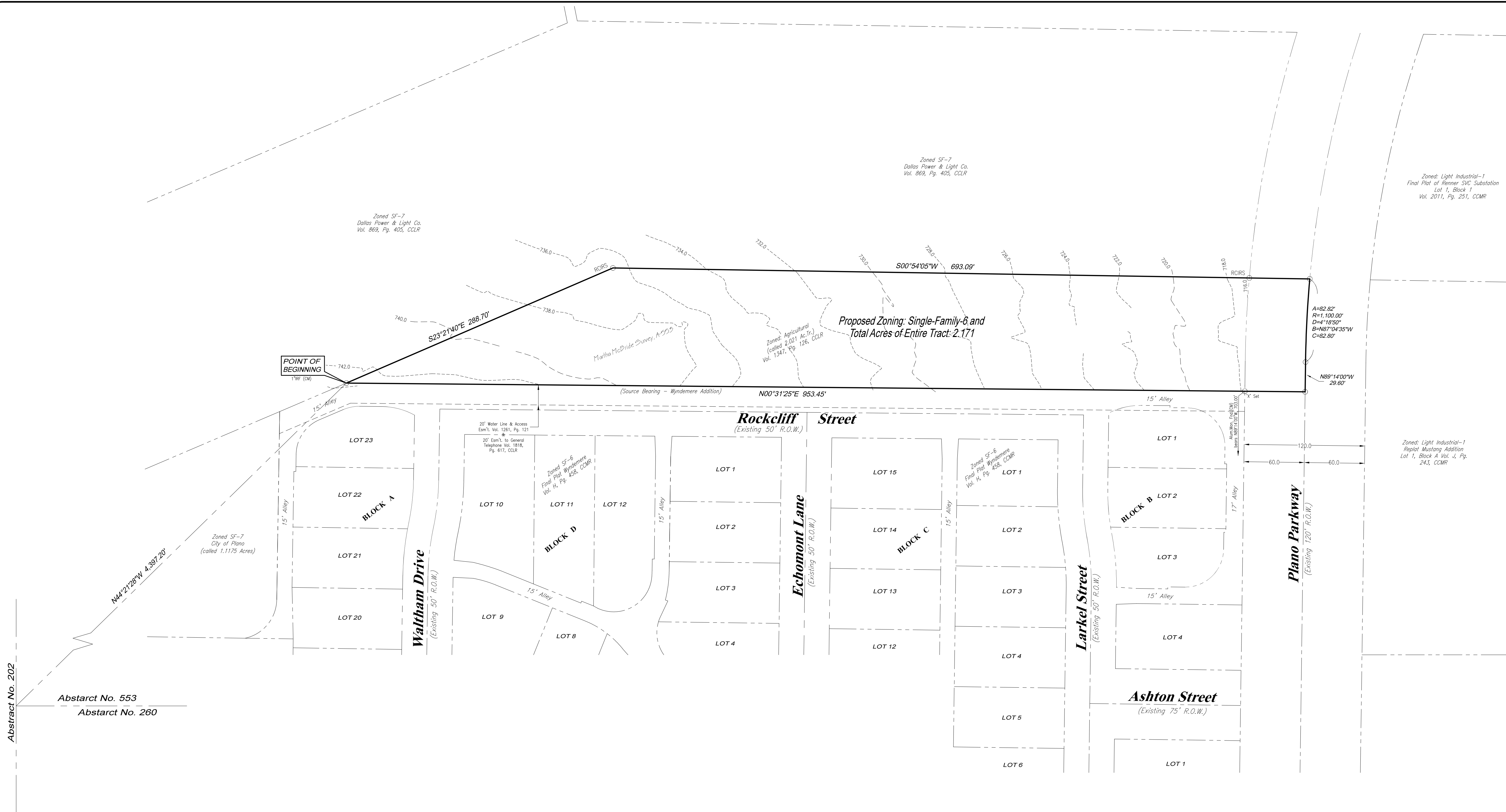
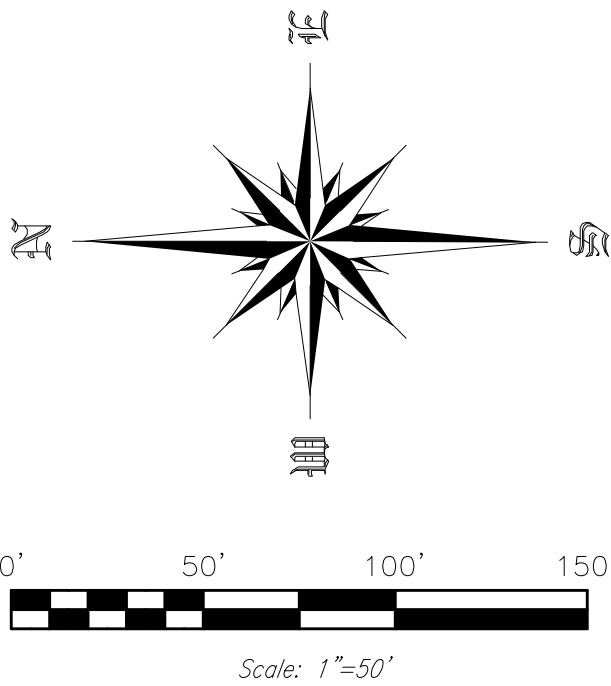
Zoning Case #: 2018-003

Existing Zoning: Agricultural (A)/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Single-Family Residence-6 (PD-SF-6)/190 Tollway/Plano Parkway Overlay District

- Zoning Boundary Change/SUP
 Specific Use Permit
 Subject Property
- City Limits
 Right-of-Way
 200' Notification Buffer
- Zoning Boundary
 500' Courtesy Notification Buffer





Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Martha McBride Survey, Abstract No. 553, being all of a 2.021 acre tract of land as recorded in Volume 1347, Page 126 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1-inch iron rod found marking the northeast corner of said premises, said 2.021 acre tract, the most easterly northeast corner of Wyndemere Addition, an addition to the City of Plano as recorded in Volume H, Page 458 of the Collin County Map Records, and a west line of a Dallas Power & Light Company tract of land as recorded in Volume 869, Page 405 of the Collin County Land Records;

THENCE with the northeast line of said 2.021 acre tract, said premises and the southwest line of said Dallas Power & Light Company tract, South 23°21'40" East, 288.70 feet to a Roome capped iron rod set for corner;

THENCE with the east line of said 2.021 acre tract and a west line of said Dallas Power & Light Company tract, South 00°54'05" West, passing at 632.93 feet the north right-of-way line of West Plano Parkway (120' wide right-of-way) marking the southeast corner of said 2.021 acre tract, and continuing with the prolongation of said line a total distance of 693.09 feet to a point for corner in the curving centerline of West Plano Parkway and marking the southeast corner of said premises;

THENCE northwesterly along the curving centerline of West Plano Parkway, a curve to the left having a central angle of 04°18'50" with a radius of 1,100.00 feet for an arc distance of 82.82 feet (chord = North 87°04'35" West, 82.80 feet) to a point for tangent;

THENCE North 89°14'00" West, 29.60 feet to point marking the southwest corner of said premises;

THENCE North 00°31'25" East, passing at 60.00 feet a 'X' set in a brick column marking the southwest corner of said 2.021 acre tract, and the southeast corner of Wyndemere Addition and continuing with the prolongation of said line for a total distance of 953.45 feet to the point of beginning and containing 2.171 acres of land.

NOTE: Approval of the zoning case associated with the exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies plats or plans relation to development of the property shall be considered as an action separate from action taken on this zoning case.

Owner

Amberwood & Duplexes, LLC
6609 Candlecreek Land
Plano, TX 75024
(P) (503) 330-6252
Attn: Manivannan Raja

Surveyor

Roome Land Surveying
2000 Ave G, Suite 810
Plano, Texas 75074
Ph. (972) 423-4372
Fax (972) 423-7523
Attn: Fred Bemenderfer

Zoning Exhibit

ZONING CASE # ZC-2018-003

Lots 1-10

Wyndemere II

2.171 Acres / 94,569 Sq.Ft.

Martha McBride Survey, A-553

City of Plano, Collin County, Texas

April 12, 2018

P/AC/201802/AC842824.dwg

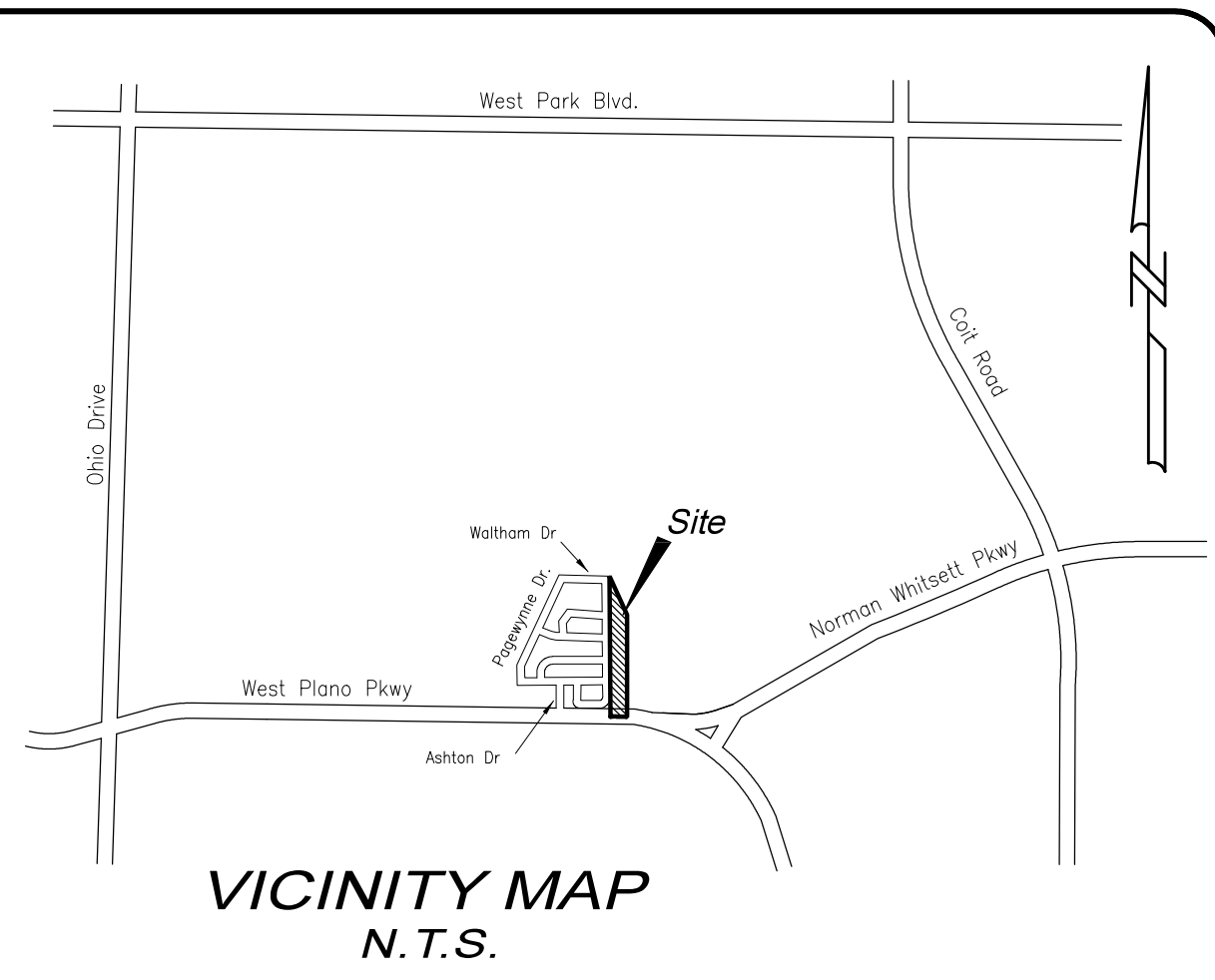


2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

Abstract No. 202

Abstract No. 553

Abstract No. 260





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Public Hearing on the FY 2018-19 Recommended Budget and the FY 2018-19 Proposed Community Investment Program (CIP). **Conducted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

This is a required Public Hearing to consider the FY 2018-19 Recommended Budget and the FY 2018-19 Proposed Community Investment Program.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: City Secretary

Department Head: Karen Rhodes-Whitley

Agenda Coordinator:

CAPTION

Discussion and Direction re Proposed Ad Valorem Tax Rate. **Council direction: not higher than 46.03 tax rate per \$100 of appraised value**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Presentation	8/7/2018	Informational



Proposed Tax Rate Notification Presentation

August 13, 2018

TRUTH-IN-TAXATION LAW

- If a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body must publish notices and hold public hearings. **Proposed tax rate is over the effective tax rate and rollback rate.**
- Tax Rate Adoption Vote scheduled for September 10th and must be recorded. At least 60 percent of members of the governing body must vote in favor to adopt a rate that exceeds the effective tax rate.
- Proposal must specify a tax rate – Need to determine what the proposed **(maximum)** tax rate will be before posting the notice. Cannot go up from the proposed **(maximum)** tax rate. **Planned discussion scheduled for August 13th Budget Work Session.**
- Debt rate is set at 11.10 cents and cannot be changed.
- Operating tax rate is set at 35.76 cents.
- City Manager Recommended Tax Rate is 46.86 cents.

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR City of Plano, Texas

A tax rate of \$??? per \$100 valuation has been proposed for adoption by the governing body of City of Plano, Texas. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Plano, Texas proposes to use revenue attributable to the tax rate increase for the purpose of enhanced public safety, CIP expenses coming on-line and Capital Maintenance expenditures.

PROPOSED TAX RATE	\$ <u>???</u> per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>46.86</u> per \$100
EFFECTIVE TAX RATE	\$ <u>44.05</u> per \$100
ROLLBACK TAX RATE	\$ <u>46.51</u> per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Plano, Texas from the same properties in both the 2017-18 tax year and the 2018-19 tax year.

The rollback tax rate is the highest tax rate that City of Plano, Texas may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Karen Rhodes-Whitley

City of Plano

tax assessor-collector

1520 K Ave, Plano, Texas

972-941-7472

karenr@plano.gov

www.plano.gov

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 27, 2018 at 7:00 p.m. at SFS Council Chambers, K Ave, Plano, TX

Second Hearing: September 5, 2018 at 6:30 p.m. at SFS Council Chambers, K Ave, Plano, TX

Property Tax Definitions

Effective Tax Rate

Rollback Tax Rate

Proposed FY 2018-19 – Effective Tax Rate

- The “Effective” Tax Rate is basically the tax rate you would pass to collect the same tax revenue as last year (FY 2017-18) using this year’s (FY 2018-19) appraised values.
- The City’s 2018-19 Effective Tax Rate is 44.05 cents or 2.81 cents under the recommended 46.86 cent tax rate equal to \$12.0 million in revenue.

Property Tax Definitions – Rollback Rate

Rollback Rate

- Allows a taxing unit to raise the same amount for operations as in the prior year plus provides for an additional 8% cushion.
 - This part of the calculation does not include debt, only the operation side.
 - The debt service portion of the overall rate may rise as high as necessary.
 - ***Important: The calculation does not take into account cash funding of our Capital Maintenance Fund, therefore the City is penalized on the operating side of the equation.***
- Rollback Rate
 - Taxpayers may petition for rollback tax election if City proposes tax increase over the “rollback rate”.
 - “Rollback” rate = sum of:
 - › 8% increase over the “effective” O&M rate, + I&S rate

Rollback Tax Rate

- *The City's 2018-19 Rollback Tax Rate is 46.51 cents or 0.35 cents under the proposed tax rate of 46.86 cents.*
- *The rollback rate proposed is over the rollback tax rate by 0.35 cents.*
- *Our revenue collections are \$1,495,273 over the rollback tax rate.*
- *If we were to include issuing the Capital Maintenance Funding in the rollback calculation our rollback rate would be 47.85 cents or an increase of 1.34 cents. Therefore we would be under the rollback rate by 0.99 cents.*

Rollback O&M History

- Since 1996 the City of Plano has been:

Even With
Rollback Rate

- 1996
- 1997

Over Rollback
Rate

- 1998 – .0072¢
- 2000 – .0077¢
- 2002 – .0050¢
- 2003 – .0036¢
- 2007 – .0055¢
- 2015 – .0027¢
- 2016 – .0127¢
- 2018 – .0035¢* *Proposed

- If a taxing unit adopts a tax rate over the rollback rate, 7% of the registered voters shown on the most recent official list must sign the petition for an election to occur.
- If the rollback election passes, taxing unit must reduce its tax rate for the current year to the rollback rate.



Tax Rate Publications and Public Hearings

- Notice of 2018-19 Tax Year Proposed Tax Rate
 - Will be published in newspapers, on web site and PTV starting the week of Wednesday, August 15th and continue through the second public hearing.
- Notice announces two public hearings on the tax rate (August 27 & September 5)
- City Council is set to vote on the Budget, CIP and set the tax rate September 10th.



Questions?



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Resolution No. 2018-8-7(R): To accept the Certified Appraisal Rolls for Fiscal Year 2018-19 for Collin County and Denton County, and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	193,314,982	193,314,982
Balance	0	0	193,314,982	193,314,982

FUND(S): General Fund, General Obligation Debt Fund, TIF II Fund

COMMENTS: The FY 2018-19 Certified Appraisal Rolls will generate revenues of approximately \$193,314,982 at the proposed rate of 46.86 cents per \$100 of assessed property value. This amount has been included in the FY 2018-19 Recommended Budget.

SUMMARY OF ITEM

FY 2018-19 Certified Appraisal Rolls for Collin County and Denton County.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Certified Appraisal Roll Resolution	8/8/2018	Resolution
Collin County Appraisal Roll Certification-Exhibit A	7/31/2018	Exhibit
Collin County Appraisal Roll Totals-Exhibit B	7/31/2018	Exhibit
Denton County Appraisal Roll Certification-Exhibit C	7/31/2018	Exhibit
Denton County Appraisal Roll Totals-Exhibit D	8/1/2018	Exhibit

A Resolution of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2018-19 for Collin County and Denton County; and providing an effective date.

WHEREAS, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised assessed and taxable values of all property and the total taxable value of the new property to the City Council; and

WHEREAS, the certification of the 2018 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2018 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, the certification of the 2018 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

WHEREAS, the calculation of the 2018 Denton County certified total value, including the value of new property is attached hereto as Exhibit "D," and

WHEREAS, upon review of the Certified Appraisal Rolls of Collin County and Denton County and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Rolls of Collin County and Denton County for the Fiscal Year of 2018-19 should be accepted.

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

Section I. The Certified Appraisal Rolls for Collin County and Denton County for the Fiscal Year 2018-19, as submitted by the City Tax Assessors/Collector, are hereby accepted.

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

DULY PASSED AND APPROVED THIS 13TH DAY OF AUGUST, 2018.

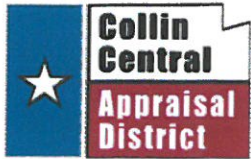
Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



Collin Central Appraisal District

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2018 APPRAISAL ROLL

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the Certified Appraisal Roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2018 Certified Totals".



Signature of Chief Appraiser

July 18, 2018

Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 10, 2018.

PROPERTY TAX CODE, SECTION 26.01(c)

CERTIFICATION OF 2018 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY but NOT included on the Certified Appraisal Roll for PLANO CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within PLANO CITY were completed by July 10, 2018 and included in the Certified Roll listed above.



Signature of Chief Appraiser

July 18, 2018

Date

**NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2018 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)*

Rev. 2015.07

2018 CERTIFIED TOTALS

Property Count: 89,134

CPL - PLANO CITY
ARB Approved Totals

7/16/2018

3:36:24PM

Land		Value			
Homesite:		6,093,625,947			
Non Homesite:		5,694,835,775			
Ag Market:		520,305,453			
Timber Market:		0	Total Land	(+)	12,308,767,175
Improvement		Value			
Homesite:		18,528,865,361			
Non Homesite:		16,632,125,991	Total Improvements	(+)	35,160,991,352
Non Real		Count	Value		
Personal Property:	11,707		3,549,175,373		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	3,549,175,373
					51,018,933,900
Ag	Non Exempt	Exempt			
Total Productivity Market:	520,305,453	0			
Ag Use:	219,473	0	Productivity Loss	(-)	520,085,980
Timber Use:	0	0	Appraised Value	=	50,498,847,920
Productivity Loss:	520,085,980	0			
			Homestead Cap	(-)	488,945,620
			Assessed Value	=	50,009,902,300
			Total Exemptions Amount (Breakdown on Next Page)	(-)	9,317,622,272
			Net Taxable	=	40,692,280,028

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	258,164,169	162,276,832	509,968.95	522,770.98	911		
DPS	3,551,449	2,804,735	7,336.22	7,336.22	13		
OV65	4,993,736,159	3,332,093,957	11,180,126.43	11,247,118.16	15,019		
Total	5,255,451,777	3,497,175,524	11,697,431.60	11,777,225.36	15,943	Freeze Taxable	(-) 3,497,175,524
Tax Rate	0.468600						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	302,843	202,274	136,288	65,986	1		
OV65	9,117,707	6,546,767	4,950,543	1,596,224	22		
Total	9,420,550	6,749,041	5,086,831	1,662,210	23	Transfer Adjustment	(-) 1,662,210
						Freeze Adjusted Taxable	= 37,193,442,294

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 185,985,902.19 = 37,193,442,294 * (0.468600 / 100) + 11,697,431.60

2018 CERTIFIED TOTALS

Property Count: 89,134

CPL - PLANO CITY
ARB Approved Totals

7/16/2018

3:36:37PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	37	860,273,853	0	860,273,853
CHODO	1	12,559,711	0	12,559,711
CHODO (Partial)	16	9,862,443	0	9,862,443
DP	925	35,367,890	0	35,367,890
DPS	13	0	0	0
DV1	236	0	2,134,500	2,134,500
DV1S	17	0	85,000	85,000
DV2	142	0	1,314,750	1,314,750
DV2S	4	0	30,000	30,000
DV3	101	0	981,000	981,000
DV3S	3	0	30,000	30,000
DV4	262	0	1,926,000	1,926,000
DV4S	50	0	462,000	462,000
DVHS	184	0	55,920,427	55,920,427
DVHSS	18	0	4,806,944	4,806,944
EX-XD	2	0	133,235	133,235
EX-XG	2	0	577,113	577,113
EX-XI	1	0	2,438,972	2,438,972
EX-XJ	18	0	117,721,298	117,721,298
EX-XJ (Prorated)	1	0	88,209	88,209
EX-XL	3	0	1,133,552	1,133,552
EX-XU	3	0	476,388	476,388
EX-XV	1,857	0	3,088,947,570	3,088,947,570
EX-XV (Prorated)	12	0	12,169,194	12,169,194
EX366	353	0	92,968	92,968
FR	62	214,475,632	0	214,475,632
HS	53,878	3,949,920,617	0	3,949,920,617
HT	85	12,680,529	0	12,680,529
LVE	63	293,288,928	0	293,288,928
OV65	16,080	632,303,371	0	632,303,371
OV65S	106	4,180,000	0	4,180,000
PC	20	747,730	0	747,730
PPV	13	232,980	0	232,980
SO	9	259,468	0	259,468
Totals		6,026,153,152	3,291,469,120	9,317,622,272

2018 CERTIFIED TOTALS

Property Count: 2,128

CPL - PLANO CITY
Under ARB Review Totals

7/16/2018

3:36:24PM

Land		Value			
Homesite:		166,937,901			
Non Homesite:		45,553,924			
Ag Market:		172,080			
Timber Market:		0	Total Land	(+)	212,663,905
Improvement		Value			
Homesite:		517,463,594			
Non Homesite:		4,192,573	Total Improvements	(+)	521,656,167
Non Real		Count	Value		
Personal Property:	96		270,280,073		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					270,280,073
					1,004,600,145
Ag		Non Exempt	Exempt		
Total Productivity Market:	172,080		0		
Ag Use:	310		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	171,770		0		171,770
					1,004,428,375
				Homestead Cap	(-)
				Assessed Value	=
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	7,241,889
					997,186,486
					107,974,263
				Net Taxable	=
					889,212,223
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	2,509,875	1,606,864	5,810.74	5,991.37	10
OV65	29,414,756	19,791,559	72,835.08	73,966.05	84
Total	31,924,631	21,398,423	78,645.82	79,957.42	94
Tax Rate	0.468600				
					Freeze Taxable
					(-)
					21,398,423
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count
OV65	257,048	165,638	120,424	45,214	1
Total	257,048	165,638	120,424	45,214	1
					Transfer Adjustment
					(-)
					45,214
					Freeze Adjusted Taxable
					=
					867,768,586

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,145,009.41 = 867,768,586 * (0.468600 / 100) + 78,645.82

2018 CERTIFIED TOTALS

Property Count: 2,128

CPL - PLANO CITY
Under ARB Review Totals

7/16/2018

3:36:37PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	11	406,400	0	406,400
DV1	1	0	5,000	5,000
DV2	4	0	34,500	34,500
DV3	4	0	44,000	44,000
DV4	1	0	12,000	12,000
DVHS	1	0	429,669	429,669
FR	1	590,190	0	590,190
HS	1,345	100,881,492	0	100,881,492
HT	1	236,409	0	236,409
OV65	113	4,406,400	0	4,406,400
PC	11	928,203	0	928,203
Totals		107,449,094	525,169	107,974,263

2018 CERTIFIED TOTALS

Property Count: 91,262

CPL - PLANO CITY
Grand Totals

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Land		Value			
Homesite:		6,260,563,848			
Non Homesite:		5,740,389,699			
Ag Market:		520,477,533			
Timber Market:		0	Total Land	(+)	12,521,431,080
Improvement		Value			
Homesite:		19,046,328,955			
Non Homesite:		16,636,318,564	Total Improvements	(+)	35,682,647,519
Non Real		Count	Value		
Personal Property:	11,803		3,819,455,446		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	3,819,455,446
					52,023,534,045
Ag	Non Exempt	Exempt			
Total Productivity Market:	520,477,533	0			
Ag Use:	219,783	0	Productivity Loss	(-)	520,257,750
Timber Use:	0	0	Appraised Value	=	51,503,276,295
Productivity Loss:	520,257,750	0			
			Homestead Cap	(-)	496,187,509
			Assessed Value	=	51,007,088,786
			Total Exemptions Amount (Breakdown on Next Page)	(-)	9,425,596,535
			Net Taxable	=	41,581,492,251

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	260,674,044	163,883,696	515,779.69	528,762.35	921		
DPS	3,551,449	2,804,735	7,336.22	7,336.22	13		
OV65	5,023,150,915	3,351,885,516	11,252,961.51	11,321,084.21	15,103		
Total	5,287,376,408	3,518,573,947	11,776,077.42	11,857,182.78	16,037	Freeze Taxable	(-) 3,518,573,947
Tax Rate	0.468600						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
DP	302,843	202,274	136,288	65,986	1		
OV65	9,374,755	6,712,405	5,070,967	1,641,438	23		
Total	9,677,598	6,914,679	5,207,255	1,707,424	24	Transfer Adjustment	(-) 1,707,424
						Freeze Adjusted Taxable	= 38,061,210,880

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 190,130,911.60 = 38,061,210,880 * (0.468600 / 100) + 11,776,077.42

2018 CERTIFIED TOTALS

Property Count: 91,262

CPL - PLANO CITY
Grand Totals

7/16/2018

3:36:37PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	37	860,273,853	0	860,273,853
CHODO	1	12,559,711	0	12,559,711
CHODO (Partial)	16	9,862,443	0	9,862,443
DP	936	35,774,290	0	35,774,290
DPS	13	0	0	0
DV1	237	0	2,139,500	2,139,500
DV1S	17	0	85,000	85,000
DV2	146	0	1,349,250	1,349,250
DV2S	4	0	30,000	30,000
DV3	105	0	1,025,000	1,025,000
DV3S	3	0	30,000	30,000
DV4	263	0	1,938,000	1,938,000
DV4S	50	0	462,000	462,000
DVHS	185	0	56,350,096	56,350,096
DVHSS	18	0	4,806,944	4,806,944
EX-XD	2	0	133,235	133,235
EX-XG	2	0	577,113	577,113
EX-XI	1	0	2,438,972	2,438,972
EX-XJ	18	0	117,721,298	117,721,298
EX-XJ (Prorated)	1	0	88,209	88,209
EX-XL	3	0	1,133,552	1,133,552
EX-XU	3	0	476,388	476,388
EX-XV	1,857	0	3,088,947,570	3,088,947,570
EX-XV (Prorated)	12	0	12,169,194	12,169,194
EX366	353	0	92,968	92,968
FR	63	215,065,822	0	215,065,822
HS	55,223	4,050,802,109	0	4,050,802,109
HT	86	12,916,938	0	12,916,938
LVE	63	293,288,928	0	293,288,928
OV65	16,193	636,709,771	0	636,709,771
OV65S	106	4,180,000	0	4,180,000
PC	31	1,675,933	0	1,675,933
PPV	13	232,980	0	232,980
SO	9	259,468	0	259,468
Totals		6,133,602,246	3,291,994,289	9,425,596,535

2018 CERTIFIED TOTALS

Property Count: 89,134

CPL - PLANO CITY
ARB Approved Totals

7/16/2018

3:36:37PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	70,086		\$95,254,433	\$24,359,959,148
B	Multi-Family Residential	1,080		\$142,988,093	\$4,584,903,606
C1	Vacant Lots and Tracts	475		\$0	\$282,204,655
D1	Qualified Open-Space Land	123	1,476.4671	\$0	\$520,305,453
D2	Improvements on Qualified Open-Space Lan	18		\$0	\$878,316
E	Rural Land, Non Qualified Open-Space Land,	164	835.3517	\$830,124	\$190,932,051
F1	Commercial Real Property	2,346		\$984,543,071	\$12,549,361,017
F2	Industrial and Manufacturing Real Property	332		\$34,766,552	\$1,593,183,680
J2	Gas Distribution Systems	3		\$0	\$44,774,542
J3	Electric Companies and Co-Ops	41		\$0	\$17,798,839
J4	Telephone Companies and Co-Ops	125		\$0	\$103,456,295
J5	Railroads	13		\$0	\$1,294,811
J6	Pipelines	2		\$0	\$212,104
J7	Cable Television Companies	3		\$0	\$2,900,661
L1	Commercial Personal Property	10,882		\$145,141,441	\$2,896,871,837
L2	Industrial and Manufacturing Personal Propert	37		\$0	\$53,719,263
M1	Tangible Personal Mobile Homes	388		\$122,246	\$4,392,945
O	Residential Real Property Inventory	948		\$44,609,223	\$131,043,116
S	Special Personal Property Inventory	113		\$0	\$141,018,998
X	Totally Exempt Property	2,342		\$59,886,731	\$3,539,722,563
	Totals		2,311.8188	\$1,508,141,914	\$51,018,933,900

2018 CERTIFIED TOTALS

Property Count: 2,128

CPL - PLANO CITY
Under ARB Review Totals

7/16/2018

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	1,987		\$4,922,023	\$678,465,635
B	Multi-Family Residential	29		\$0	\$7,351,980
C1	Vacant Lots and Tracts	4		\$0	\$16,167,601
D1	Qualified Open-Space Land	1	1.9120	\$0	\$172,080
E	Rural Land, Non Qualified Open-Space Land,	6	67.7838	\$0	\$24,157,700
F1	Commercial Real Property	7		\$0	\$8,005,076
J3	Electric Companies and Co-Ops	12		\$0	\$207,381,303
J4	Telephone Companies and Co-Ops	2		\$0	\$10,202,528
L1	Commercial Personal Property	82		\$0	\$52,696,242
	Totals		69.6958	\$4,922,023	\$1,004,600,145

2018 CERTIFIED TOTALS

Property Count: 91,262

CPL - PLANO CITY

Grand Totals

7/16/2018

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	72,073		\$100,176,456	\$25,038,424,783
B	Multi-Family Residential	1,109		\$142,988,093	\$4,592,255,586
C1	Vacant Lots and Tracts	479		\$0	\$298,372,256
D1	Qualified Open-Space Land	124	1,478.3791	\$0	\$520,477,533
D2	Improvements on Qualified Open-Space Lan	18		\$0	\$878,316
E	Rural Land, Non Qualified Open-Space Land,	170	903.1355	\$830,124	\$215,089,751
F1	Commercial Real Property	2,353		\$984,543,071	\$12,557,366,093
F2	Industrial and Manufacturing Real Property	332		\$34,766,552	\$1,593,183,680
J2	Gas Distribution Systems	3		\$0	\$44,774,542
J3	Electric Companies and Co-Ops	53		\$0	\$225,180,142
J4	Telephone Companies and Co-Ops	127		\$0	\$113,658,823
J5	Railroads	13		\$0	\$1,294,811
J6	Pipelines	2		\$0	\$212,104
J7	Cable Television Companies	3		\$0	\$2,900,661
L1	Commercial Personal Property	10,964		\$145,141,441	\$2,949,568,079
L2	Industrial and Manufacturing Personal Propert	37		\$0	\$53,719,263
M1	Tangible Personal Mobile Homes	388		\$122,246	\$4,392,945
O	Residential Real Property Inventory	948		\$44,609,223	\$131,043,116
S	Special Personal Property Inventory	113		\$0	\$141,018,998
X	Totally Exempt Property	2,342		\$59,886,731	\$3,539,722,563
	Totals		2,381.5146	\$1,513,063,937	\$52,023,534,045

2018 CERTIFIED TOTALS

Property Count: 91,262

CPL - PLANO CITY
Effective Rate Assumption

7/16/2018

3:36:37PM

New Value

TOTAL NEW VALUE MARKET:	\$1,513,063,937
TOTAL NEW VALUE TAXABLE:	\$1,375,364,872

New Exemptions

Exemption	Description	Count		
EX-XD	11.181 Improving property for housing with vol	2	2017 Market Value	\$136,231
EX-XV	Other Exemptions (public, religious, charitable, :	46	2017 Market Value	\$6,489,162
EX366	House Bill 366 - Under \$500	91	2017 Market Value	\$38,005
ABSOLUTE EXEMPTIONS VALUE LOSS				\$6,663,398

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	6	\$240,000
DV1	Disabled Veteran 10% - 29%	8	\$39,500
DV1S	Disabled Veteran Surviving Spouse 10% - 29%	1	\$5,000
DV2	Disabled Veteran 30% - 49%	11	\$83,250
DV3	Disabled Veteran 50% - 69%	11	\$112,000
DV4	Disabled Veteran 70% - 100%	22	\$252,000
DVHS	100% Disabled Veteran Homestead	9	\$1,860,745
HS	General Homestead	931	\$67,928,547
OV65	Age 65 or Older	1,019	\$40,413,200
OV65S	Age 65 or Older Surviving Spouse	1	\$40,000
PARTIAL EXEMPTIONS VALUE LOSS		2,019	\$110,974,242
NEW EXEMPTIONS VALUE LOSS			\$117,637,640

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
INCREASED EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$117,637,640

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
54,891	\$369,050	\$82,558	\$286,492

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
54,878	\$368,992	\$82,535	\$286,457

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
2,128	\$1,004,600,145.00	\$799,260,195

2018 CERTIFIED TOTALS

Property Count: 782

CPL - PLANO CITY
ARB Approved Totals

7/17/2018

8:48:42AM

Land		Value			
Homesite:		10,562,332			
Non Homesite:		272,177,149			
Ag Market:		4,746,440			
Timber Market:		0	Total Land	(+)	287,485,921
Improvement		Value			
Homesite:		21,746,848			
Non Homesite:		562,088,562	Total Improvements	(+)	583,835,410
Non Real		Count	Value		
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	0
			Market Value	=	871,321,331
Ag		Non Exempt	Exempt		
Total Productivity Market:	4,746,440	0			
Ag Use:	1,843	0	Productivity Loss	(-)	4,744,597
Timber Use:	0	0	Appraised Value	=	866,576,734
Productivity Loss:	4,744,597	0			
			Homestead Cap	(-)	621,011
			Assessed Value	=	865,955,723
			Total Exemptions Amount (Breakdown on Next Page)	(-)	130,465,411
			Net Taxable	=	735,490,312

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	84,625	24,277	30.49	30.49	1		
OV65	2,775,397	1,579,372	5,407.41	5,427.98	15		
Total	2,860,022	1,603,649	5,437.90	5,458.47	16	Freeze Taxable	(-) 1,603,649
Tax Rate	0.468600						
						Freeze Adjusted Taxable	= 733,886,663

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 3,444,430.80 = 733,886,663 * (0.468600 / 100) + 5,437.90

2018 CERTIFIED TOTALS

Property Count: 782

CPL - PLANO CITY
ARB Approved Totals

7/17/2018

8:48:52AM

Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO (Partial)	12	1,208,348	0	1,208,348
DP	1	40,000	0	40,000
EX-XU	2	0	436,388	436,388
EX-XV	139	0	123,310,784	123,310,784
EX-XV (Prorated)	4	0	207,222	207,222
HS	64	2,692,237	0	2,692,237
HT	14	1,970,432	0	1,970,432
OV65	15	600,000	0	600,000
Totals		6,511,017	123,954,394	130,465,411

2018 CERTIFIED TOTALS

Property Count: 4

CPL - PLANO CITY
Under ARB Review Totals

7/17/2018

8:48:42AM

Land		Value			
Homesite:		193,015			
Non Homesite:		48,464			
Ag Market:		0			
Timber Market:		0	Total Land	(+)	241,479
Improvement		Value			
Homesite:		575,420			
Non Homesite:		0	Total Improvements	(+)	575,420
Non Real	Count	Value			
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	0
			Market Value	=	816,899
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	Productivity Loss	(-)	0
Timber Use:	0	0	Appraised Value	=	816,899
Productivity Loss:	0	0			
			Homestead Cap	(-)	0
			Assessed Value	=	816,899
			Total Exemptions Amount (Breakdown on Next Page)	(-)	0
			Net Taxable	=	816,899

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 3,827.99 = 816,899 * (0.468600 / 100)

2018 CERTIFIED TOTALS

CPL - PLANO CITY

7/17/2018

8:48:52AM

Exemption Breakdown

Exemption	Count	Local	State	Total
	Totals			

2018 CERTIFIED TOTALS

Property Count: 786

CPL - PLANO CITY
Grand Totals

7/17/2018

8:48:42AM

Land		Value			
Homesite:		10,755,347			
Non Homesite:		272,225,613			
Ag Market:		4,746,440			
Timber Market:		0	Total Land	(+)	287,727,400
Improvement		Value			
Homesite:		22,322,268			
Non Homesite:		562,088,562	Total Improvements	(+)	584,410,830
Non Real		Count	Value		
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	0
			Market Value	=	872,138,230
Ag		Non Exempt	Exempt		
Total Productivity Market:	4,746,440	0			
Ag Use:	1,843	0	Productivity Loss	(-)	4,744,597
Timber Use:	0	0	Appraised Value	=	867,393,633
Productivity Loss:	4,744,597	0			
			Homestead Cap	(-)	621,011
			Assessed Value	=	866,772,622
			Total Exemptions Amount (Breakdown on Next Page)	(-)	130,465,411
			Net Taxable	=	736,307,211

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	84,625	24,277	30.49	30.49	1		
OV65	2,775,397	1,579,372	5,407.41	5,427.98	15		
Total	2,860,022	1,603,649	5,437.90	5,458.47	16	Freeze Taxable	(-) 1,603,649
Tax Rate	0.468600						
						Freeze Adjusted Taxable	= 734,703,562

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 3,448,258.79 = 734,703,562 * (0.468600 / 100) + 5,437.90

2018 CERTIFIED TOTALS

Property Count: 786

CPL - PLANO CITY
Grand Totals

7/17/2018

8:48:52AM

Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO (Partial)	12	1,208,348	0	1,208,348
DP	1	40,000	0	40,000
EX-XU	2	0	436,388	436,388
EX-XV	139	0	123,310,784	123,310,784
EX-XV (Prorated)	4	0	207,222	207,222
HS	64	2,692,237	0	2,692,237
HT	14	1,970,432	0	1,970,432
OV65	15	600,000	0	600,000
Totals		6,511,017	123,954,394	130,465,411

2018 CERTIFIED TOTALS

Property Count: 782

CPL - PLANO CITY
ARB Approved Totals

7/17/2018

8:48:52AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	142		\$2,482,633	\$26,592,824
B	Multi-Family Residential	17		\$4,070,127	\$184,283,069
C1	Vacant Lots and Tracts	87		\$0	\$12,144,346
D1	Qualified Open-Space Land	4	11.3719	\$0	\$4,746,440
E	Rural Land, Non Qualified Open-Space Land,	4	2.3081	\$0	\$702,187
F1	Commercial Real Property	274		\$4,167,066	\$399,794,332
F2	Industrial and Manufacturing Real Property	67		\$0	\$112,246,902
J2	Gas Distribution Systems	1		\$0	\$35,393
J3	Electric Companies and Co-Ops	2		\$0	\$58,163
J4	Telephone Companies and Co-Ops	2		\$0	\$1,362,935
J5	Railroads	2		\$0	\$0
O	Residential Real Property Inventory	50		\$1,261,680	\$4,191,997
X	Totally Exempt Property	157		\$0	\$125,162,743
	Totals		13.6800	\$11,981,506	\$871,321,331

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2018 CERTIFIED TOTALS

As of Certification

Property Count: 4

CPL - PLANO CITY
Under ARB Review Totals

7/17/2018

8:48:52AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	4		\$166,433	\$816,899
		Totals	0.0000	\$166,433	\$816,899

2018 CERTIFIED TOTALS

Property Count: 786

CPL - PLANO CITY

Grand Totals

7/17/2018

8:48:52AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	146		\$2,649,066	\$27,409,723
B	Multi-Family Residential	17		\$4,070,127	\$184,283,069
C1	Vacant Lots and Tracts	87		\$0	\$12,144,346
D1	Qualified Open-Space Land	4	11.3719	\$0	\$4,746,440
E	Rural Land, Non Qualified Open-Space Land,	4	2.3081	\$0	\$702,187
F1	Commercial Real Property	274		\$4,167,066	\$399,794,332
F2	Industrial and Manufacturing Real Property	67		\$0	\$112,246,902
J2	Gas Distribution Systems	1		\$0	\$35,393
J3	Electric Companies and Co-Ops	2		\$0	\$58,163
J4	Telephone Companies and Co-Ops	2		\$0	\$1,362,935
J5	Railroads	2		\$0	\$0
O	Residential Real Property Inventory	50		\$1,261,680	\$4,191,997
X	Totally Exempt Property	157		\$0	\$125,162,743
	Totals		13.6800	\$12,147,939	\$872,138,230

2018 CERTIFIED TOTALS

Property Count: 786

CPL - PLANO CITY
Effective Rate Assumption

7/17/2018

8:48:52AM

New Value

TOTAL NEW VALUE MARKET:	\$12,147,939
TOTAL NEW VALUE TAXABLE:	\$11,844,455

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (public, religious, charitable, :	4	2017 Market Value	\$306,213
ABSOLUTE EXEMPTIONS VALUE LOSS				\$306,213

Exemption	Description	Count	Exemption Amount
HS	General Homestead	8	\$590,134
PARTIAL EXEMPTIONS VALUE LOSS		8	\$590,134
NEW EXEMPTIONS VALUE LOSS			\$896,347

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$896,347

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
64	\$210,799	\$51,770	\$159,029

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
64	\$210,799	\$51,770	\$159,029

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
4	\$816,899.00	\$491,166

CERTIFICATION OF 2018 ROLL

July 23, 2018

"I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law."



RUDY DURHAM, CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT



BEATRICE CHAMBERS
NOTARY PUBLIC
EXPIRES:02-08-2019



CERTIFICATION OF 2018 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 23, 2018

"I, Rudy Durham, Chief Appraiser for the Denton Central Appraisal District, solemnly swear that I have made, or caused to be made, a diligent inquiry to ascertain all property in the district subject to appraisal by me, and that I have included in the records all property that I am aware of at an appraised value determined as required by law."


RUDY DURHAM, CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT


BEATRICE CHAMBERS
NOTARY PUBLIC
EXPIRES: 02-08-2019



APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2018

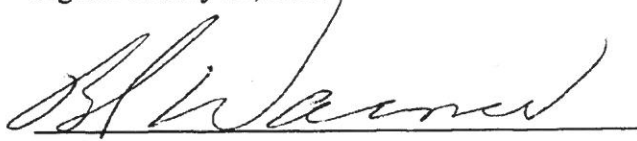
On July 13, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2018.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 13, 2018

A handwritten signature in black ink, appearing to read 'R. Warner', is written over a horizontal line.

Robert Warner
CHAIRPERSON APPRAISAL REVIEW BOARD

2018 CERTIFIED TOTALS

Property Count: 2,352

C29 - PLANO CITY OF
ARB Approved Totals

7/14/2018

3:35:05PM

Land		Value			
Homesite:		287,358,611			
Non Homesite:		236,206,258			
Ag Market:		73,374,533			
Timber Market:		0	Total Land	(+)	596,939,402
Improvement		Value			
Homesite:		868,905,959			
Non Homesite:		241,927,321	Total Improvements	(+)	1,110,833,280
Non Real		Count	Value		
Personal Property:	106		61,221,841		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					61,221,841
					1,768,994,523
Ag		Non Exempt	Exempt		
Total Productivity Market:	73,374,533		0		
Ag Use:	490,507		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	72,884,026		0		72,884,026
					1,696,110,497
				Homestead Cap	(-)
				Assessed Value	=
					5,722,921
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	358,266,561
				Net Taxable	=
					1,332,121,015

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	5,905,951	4,194,411	16,839.56	16,839.56	13		
OV65	275,208,738	195,596,558	733,956.96	740,874.24	548		
Total	281,114,689	199,790,969	750,796.52	757,713.80	561	Freeze Taxable	(-)
Tax Rate	0.468600						199,790,969
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	458,499	326,799	246,561	80,238	1		
Total	458,499	326,799	246,561	80,238	1	Transfer Adjustment	(-)
							80,238
						Freeze Adjusted Taxable	=
							1,132,249,808

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,056,519.12 = 1,132,249,808 * (0.468600 / 100) + 750,796.52

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2018 CERTIFIED TOTALS

Property Count: 2,352

C29 - PLANO CITY OF
ARB Approved Totals

7/14/2018

3:36:31PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	62,674,865	0	62,674,865
DP	13	520,000	0	520,000
DV1	6	0	72,000	72,000
DV2	2	0	19,500	19,500
DV3	7	0	78,000	78,000
DV4	7	0	24,000	24,000
DV4S	4	0	48,000	48,000
DVHS	6	0	2,629,232	2,629,232
DVHSS	1	0	317,557	317,557
EX-XU	1	0	1,430,000	1,430,000
EX-XV	26	0	76,480,873	76,480,873
EX366	7	0	1,380	1,380
HS	1,663	190,377,025	0	190,377,025
OV65	584	22,914,129	0	22,914,129
OV65S	17	680,000	0	680,000
Totals		277,166,019	81,100,542	358,266,561

2018 CERTIFIED TOTALS

Property Count: 5

C29 - PLANO CITY OF
Under ARB Review Totals

7/14/2018

3:35:05PM

Land		Value			
Homesite:		423,121			
Non Homesite:		0			
Ag Market:		0			
Timber Market:		0	Total Land	(+)	423,121
Improvement		Value			
Homesite:		1,060,195			
Non Homesite:		0	Total Improvements	(+)	1,060,195
Non Real		Count	Value		
Personal Property:	2		5,357,222		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	5,357,222
					6,840,538
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	Productivity Loss	(-)	0
Timber Use:	0	0	Appraised Value	=	6,840,538
Productivity Loss:	0	0			
			Homestead Cap	(-)	0
			Assessed Value	=	6,840,538
			Total Exemptions Amount (Breakdown on Next Page)	(-)	220,369
			Net Taxable	=	6,620,169

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)

31,022.11 = 6,620,169 * (0.468600 / 100)

Tax Increment Finance Value: 0

Tax Increment Finance Levy: 0.00

DENTON County

2018 CERTIFIED TOTALS

As of Certification

Property Count: 5

C29 - PLANO CITY OF
Under ARB Review Totals

7/14/2018

3:36:31PM

Exemption Breakdown

Exemption	Count	Local	State	Total
HS	1	220,369	0	220,369
Totals		220,369	0	220,369

2018 CERTIFIED TOTALS

Property Count: 2,357

C29 - PLANO CITY OF
Grand Totals

7/14/2018

3:35:05PM

Land		Value			
Homesite:		287,781,732			
Non Homesite:		236,206,258			
Ag Market:		73,374,533			
Timber Market:		0	Total Land	(+)	597,362,523
Improvement		Value			
Homesite:		869,966,154			
Non Homesite:		241,927,321	Total Improvements	(+)	1,111,893,475
Non Real		Count	Value		
Personal Property:	108		66,579,063		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	66,579,063
Ag		Non Exempt	Exempt		
Total Productivity Market:	73,374,533		0		
Ag Use:	490,507		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	72,884,026		0		
			Homestead Cap	(-)	5,722,921
			Assessed Value	=	1,697,228,114
			Total Exemptions Amount	(-)	358,486,930
			(Breakdown on Next Page)		
			Net Taxable	=	1,338,741,184

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	5,905,951	4,194,411	16,839.56	16,839.56	13		
OV65	275,208,738	195,596,558	733,956.96	740,874.24	548		
Total	281,114,689	199,790,969	750,796.52	757,713.80	561	Freeze Taxable	(-) 199,790,969
Tax Rate	0.468600						
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	458,499	326,799	246,561	80,238	1		
Total	458,499	326,799	246,561	80,238	1	Transfer Adjustment	(-) 80,238
						Freeze Adjusted Taxable	= 1,138,869,977

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,087,541.23 = 1,138,869,977 * (0.468600 / 100) + 750,796.52

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2018 CERTIFIED TOTALS

Property Count: 2,357

C29 - PLANO CITY OF
Grand Totals

7/14/2018

3:36:31PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	62,674,865	0	62,674,865
DP	13	520,000	0	520,000
DV1	6	0	72,000	72,000
DV2	2	0	19,500	19,500
DV3	7	0	78,000	78,000
DV4	7	0	24,000	24,000
DV4S	4	0	48,000	48,000
DVHS	6	0	2,629,232	2,629,232
DVHSS	1	0	317,557	317,557
EX-XU	1	0	1,430,000	1,430,000
EX-XV	26	0	76,480,873	76,480,873
EX366	7	0	1,380	1,380
HS	1,664	190,597,394	0	190,597,394
OV65	584	22,914,129	0	22,914,129
OV65S	17	680,000	0	680,000
Totals		277,386,388	81,100,542	358,486,930

2018 CERTIFIED TOTALS

Property Count: 2,352

C29 - PLANO CITY OF
ARB Approved Totals

7/14/2018

3:36:31PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,094		\$10,235,229	\$1,152,316,802
B	MULTIFAMILY RESIDENCE	1		\$0	\$41,976,365
C1	VACANT LOTS AND LAND TRACTS	107		\$0	\$17,308,855
D1	QUALIFIED AG LAND	7	122.8180	\$0	\$73,374,533
D2	NON-QUALIFIED LAND	1		\$0	\$7,562
E	FARM OR RANCH IMPROVEMENT	3	13.5212	\$0	\$5,761,647
F1	COMMERCIAL REAL PROPERTY	20		\$104,129,814	\$345,873,820
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$288,810
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$4,181,610
J4	TELEPHONE COMPANY (INCLUDING CO-	5		\$0	\$1,143,800
J7	CABLE TELEVISION COMPANY	3		\$0	\$166,250
L1	COMMERCIAL PERSONAL PROPERTY	81		\$16,068,903	\$48,625,606
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$56,610
X	TOTALLY EXEMPT PROPERTY	34		\$0	\$77,912,253
		Totals	136.3392	\$130,433,946	\$1,768,994,523

DENTON County

2018 CERTIFIED TOTALS

As of Certification

Property Count: 5

C29 - PLANO CITY OF
Under ARB Review Totals

7/14/2018

3:36:31PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	3		\$0	\$1,483,316
L1	COMMERCIAL PERSONAL PROPERTY	2		\$0	\$5,357,222
	Totals		0.0000	\$0	\$6,840,538

2018 CERTIFIED TOTALS

Property Count: 2,357

C29 - PLANO CITY OF
Grand Totals

7/14/2018

3:36:31PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2,097		\$10,235,229	\$1,153,800,118
B	MULTIFAMILY RESIDENCE	1		\$0	\$41,976,365
C1	VACANT LOTS AND LAND TRACTS	107		\$0	\$17,308,855
D1	QUALIFIED AG LAND	7	122.8180	\$0	\$73,374,533
D2	NON-QUALIFIED LAND	1		\$0	\$7,562
E	FARM OR RANCH IMPROVEMENT	3	13.5212	\$0	\$5,761,647
F1	COMMERCIAL REAL PROPERTY	20		\$104,129,814	\$345,873,820
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$288,810
J3	ELECTRIC COMPANY (INCLUDING CO-OP	2		\$0	\$4,181,610
J4	TELEPHONE COMPANY (INCLUDING CO-	5		\$0	\$1,143,800
J7	CABLE TELEVISION COMPANY	3		\$0	\$166,250
L1	COMMERCIAL PERSONAL PROPERTY	83		\$16,068,903	\$53,982,828
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$56,610
X	TOTALLY EXEMPT PROPERTY	34		\$0	\$77,912,253
		Totals	136.3392	\$130,433,946	\$1,775,835,061

2018 CERTIFIED TOTALS

Property Count: 2,352

C29 - PLANO CITY OF
ARB Approved Totals

7/14/2018

3:36:31PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A019	BUILDER HOME PLANS - REFERENCE ON	4		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,257		\$9,750,911	\$829,939,829
A4	CONDOS	129		\$0	\$37,798,619
A5	TOWNHOMES	420		\$0	\$112,051,215
A6	REAL, RESIDENTIAL GOLF COURSE	284		\$484,318	\$172,527,139
B1	REAL, RESIDENTIAL, APARTMENTS	1		\$0	\$41,976,365
C1	REAL, VACANT PLATTED RESIDENTIAL L	103		\$0	\$10,084,624
C2	COMMERCIAL VACANT LOT	4		\$0	\$7,224,231
D1	QUALIFIED AG LAND	7	122.8180	\$0	\$73,374,533
D2	FARM AND RANCH IMPSS ON QUALIFIED O	1		\$0	\$7,562
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,760,647
E4	VACANT NON QUALIFIED NON HOMESITE	1		\$0	\$1,000
F010	COMMERCIAL BUILDER PLANS - REFER	1		\$0	\$221,874
F1	REAL COMMERCIAL	20		\$104,129,814	\$345,651,946
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$288,810
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$4,181,610
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	5		\$0	\$1,143,800
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	3		\$0	\$166,250
L1	BPP TANGIBLE COMERCIAL PROPERTY	33		\$16,068,903	\$46,010,042
L2	BPP TANGIBLE INDUSTRIAL PROPERTY	1		\$0	\$56,610
L3	BPP TANGIBLE COMMERCIAL LEASED E	48		\$0	\$2,615,564
X		34		\$0	\$77,912,253
	Totals		122.8180	\$130,433,946	\$1,768,994,523

DENTON County

2018 CERTIFIED TOTALS

As of Certification

Property Count: 5

C29 - PLANO CITY OF
Under ARB Review Totals

7/14/2018

3:36:31PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1		\$0	\$1,101,847
A5	TOWNHOMES	1		\$0	\$138,454
A6	REAL, RESIDENTIAL GOLF COURSE	1		\$0	\$243,015
L1	BPP TANGIBLE COMERCIAL PROPERTY	2		\$0	\$5,357,222
	Totals		0.0000	\$0	\$6,840,538

2018 CERTIFIED TOTALS

Property Count: 2,357

C29 - PLANO CITY OF
Grand Totals

7/14/2018

3:36:31PM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A019	BUILDER HOME PLANS - REFERENCE ON	4		\$0	\$0
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	1,258		\$9,750,911	\$831,041,676
A4	CONDOS	129		\$0	\$37,798,619
A5	TOWNHOMES	421		\$0	\$112,189,669
A6	REAL, RESIDENTIAL GOLF COURSE	285		\$484,318	\$172,770,154
B1	REAL, RESIDENTIAL, APARTMENTS	1		\$0	\$41,976,365
C1	REAL, VACANT PLATTED RESIDENTIAL L	103		\$0	\$10,084,624
C2	COMMERCIAL VACANT LOT	4		\$0	\$7,224,231
D1	QUALIFIED AG LAND	7	122.8180	\$0	\$73,374,533
D2	FARM AND RANCH IMPSS ON QUALIFIED O	1		\$0	\$7,562
E1	LAND AND IMPROVMENTS (NON AG QUA	2		\$0	\$5,760,647
E4	VACANT NON QUALIFIED NON HOMESITE	1		\$0	\$1,000
F010	COMMERCIAL BUILDER PLANS - REFER	1		\$0	\$221,874
F1	REAL COMMERCIAL	20		\$104,129,814	\$345,651,946
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	1		\$0	\$288,810
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	2		\$0	\$4,181,610
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	5		\$0	\$1,143,800
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	3		\$0	\$166,250
L1	BPP TANGIBLE COMERCIAL PROPERTY	35		\$16,068,903	\$51,367,264
L2	BPP TANGIBLE INDUSTRIAL PROPERTY	1		\$0	\$56,610
L3	BPP TANGIBLE COMMERCIAL LEASED E	48		\$0	\$2,615,564
X		34		\$0	\$77,912,253
	Totals		122.8180	\$130,433,946	\$1,775,835,061

2018 CERTIFIED TOTALS

Property Count: 2,357

C29 - PLANO CITY OF
Effective Rate Assumption

7/14/2018

3:36:31PM

New Value

TOTAL NEW VALUE MARKET:	\$130,433,946
TOTAL NEW VALUE TAXABLE:	\$126,004,371

New Exemptions

Exemption	Description	Count		
EX366	HB366 Exempt	1	2017 Market Value	\$0
ABSOLUTE EXEMPTIONS VALUE LOSS				\$0

Exemption	Description	Count	Exemption Amount
HS	Homestead	42	\$5,134,501
OV65	Over 65	44	\$1,733,332
PARTIAL EXEMPTIONS VALUE LOSS		86	\$6,867,833
NEW EXEMPTIONS VALUE LOSS			\$6,867,833

Increased Exemptions

Exemption	Description	Count	Increased Exemption_Amount
-----------	-------------	-------	----------------------------

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$6,867,833

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value**

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,664	\$574,342	\$117,981	\$456,361
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,662	\$571,567	\$117,432	\$454,135

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
5	\$6,840,538.00	\$6,620,169



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/13/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Matt Yager, x5220

CAPTION

Discussion of the Proposed FY 2018-19 Community Investment Program. **Discussion held**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): Capital Project Funds

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Presentation by staff on the various projects included in the Proposed FY 2018-19 Community Investment Program.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Proposed 2018-19 CIP Presentation Agenda	8/8/2018	Informational
Proposed 2018-19 CIP Presentation	8/8/2018	Informational

City Council Worksession
On the Proposed 2018-19 Community Investment Program
Senator Florence Shapiro Council Chambers, Plano Municipal Center
1520 K Avenue, Plano, Texas
Monday, August 13, 2018, 7:00 p.m.

Community Investment Program Area

Presenter

Introduction & Overview

Glasscock

Parks & Recreation

Reeves

- Recreation Center Bond Program
- Park Improvements Bond Program
- Park Capital Maintenance Fund Projects
- Park Fee Program

Engineering

Thornhill

- Street Improvements
- Municipal Drainage Projects
- Water & Sewer Improvement Projects

Facilities

Razinha

- Facilities Bond Program (Libraries)
- Facilities Capital Maintenance Fund Projects

Public Works

Cosgrove

- Street Capital Maintenance Fund Projects
- Water & Sewer Projects



Proposed

Community Investment Program 2018-2019



CIP Projects

■ Funding Categories

- Parks and Recreation
- Street Improvements
- Municipal Drainage
- Water Projects
- Sewer Projects
- Facility Projects
- Capital Maintenance



PARKS AND RECREATION

FUNDING SOURCES

- **BOND PROGRAM**

■ Recreation Centers	\$ 5,950,000
■ Park Improvements	\$25,555,000

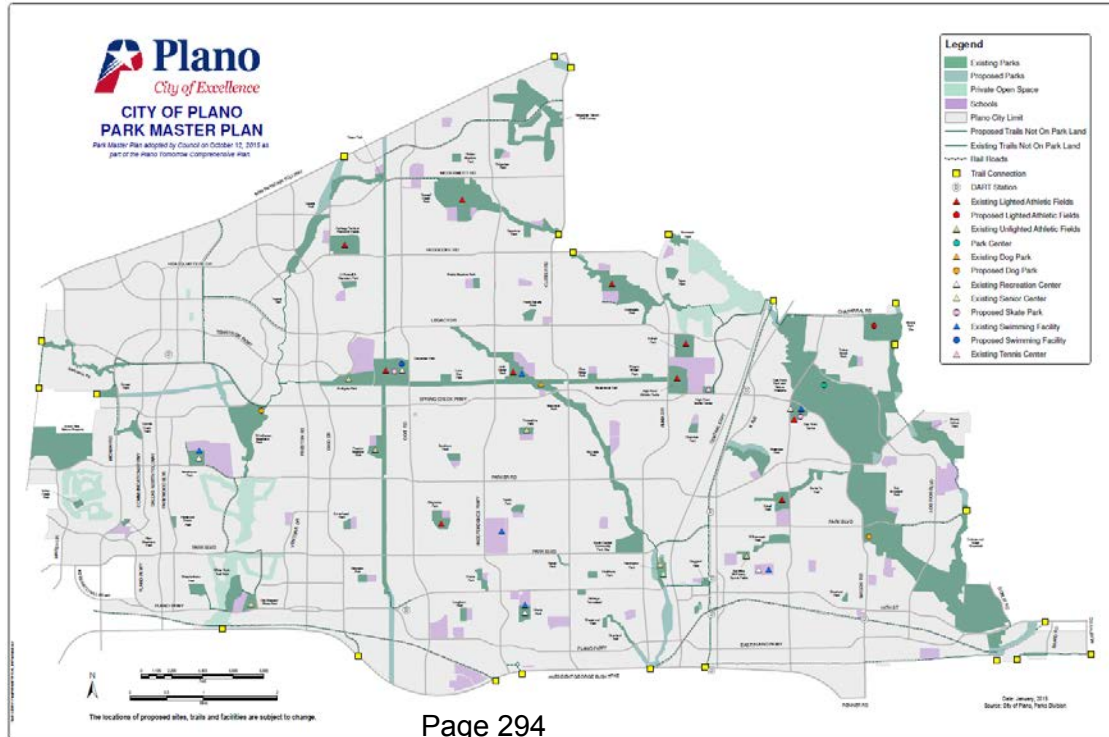
- **CAPITAL MAINTENANCE FUND**

■ Parks	\$14,881,996
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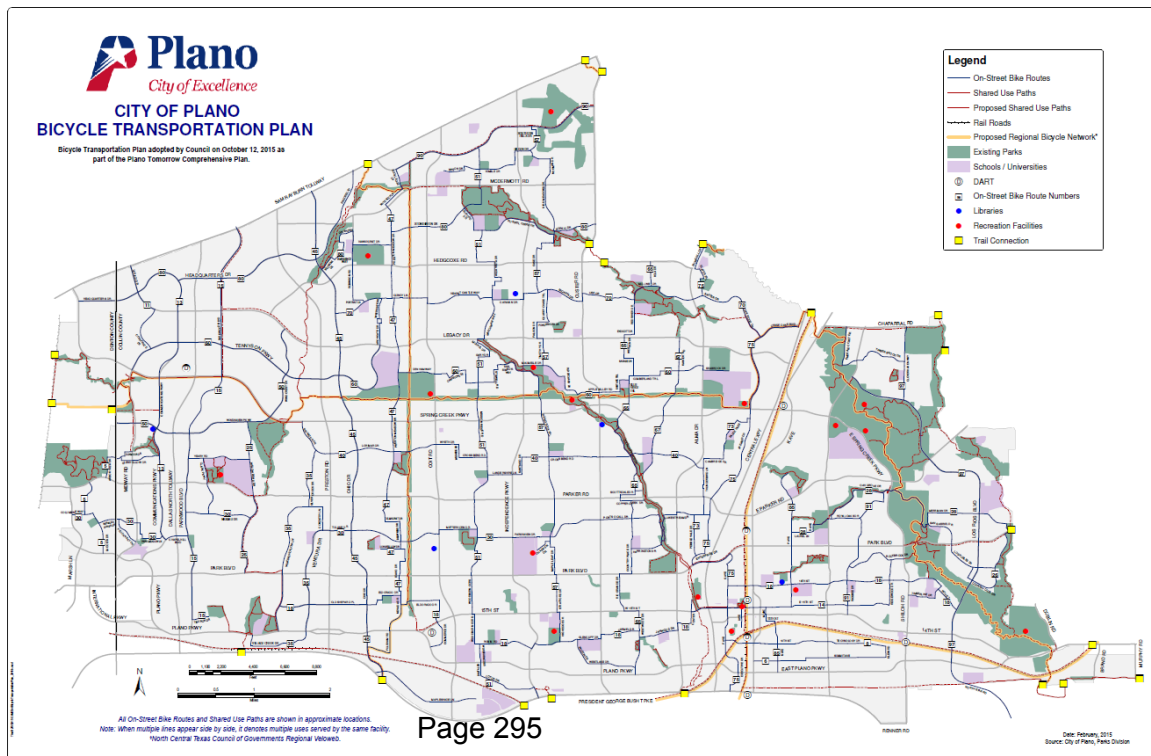
■ PARK FEE PROGRAM	\$ 824,300
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Park Master Plan



Bicycle Transportation Plan



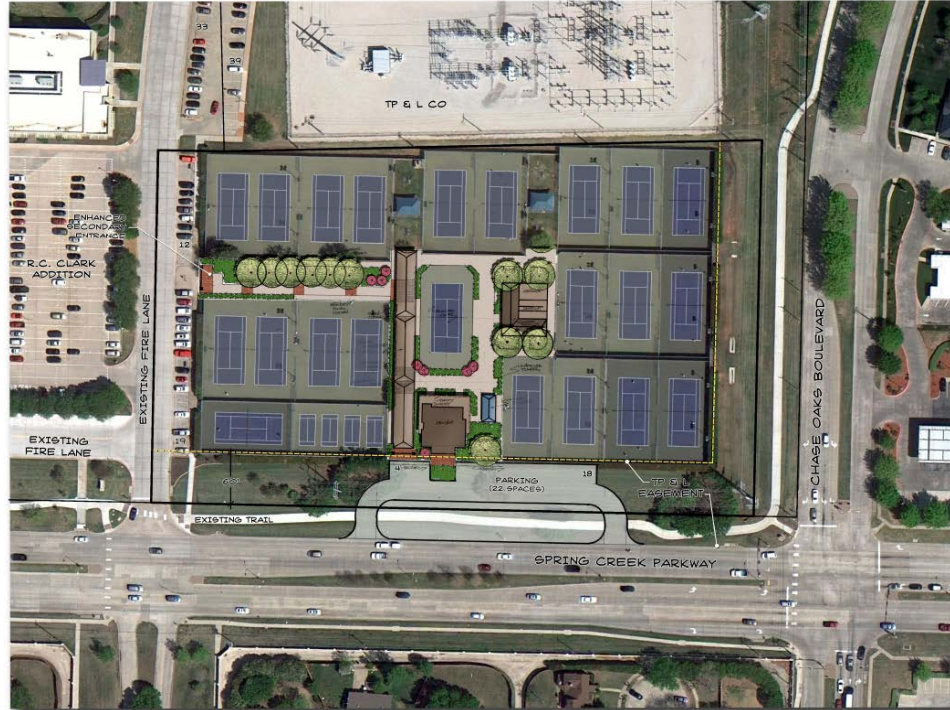
Recreation Center Projects

13/17 High Point Tennis Center	\$4,400,000
13 Liberty Recreation Center Expansion	\$1,100,000
17 Oak Point Recreation Center Pools	\$450,000
Total	\$5,950,000



13/17 High Point Tennis Center

\$4,400,000



13 Liberty Recreation Center

\$1,100,000



17 Oak Point Recreation Center Pools

\$450,000



Park Improvement Projects

■	17 Arbor Hills Nature Preserve	\$ 450,000
■	17 Artificial Turf Fields	\$4,200,000
■	17 Athletic Field Improvements	\$ 125,000
■	17 Carpenter Park Renovation II	\$5,500,000



Park Improvement Projects

■	17 High Point Maintenance Facility	\$2,900,000
■	17 Jack Carter Park Improvements	\$ 250,000
■	17 Land Acquisitions	\$5,000,000
■	Maintenance Facilities	\$2,180,000
■	17 Park Improvements	\$1,250,000



Park Improvement Projects

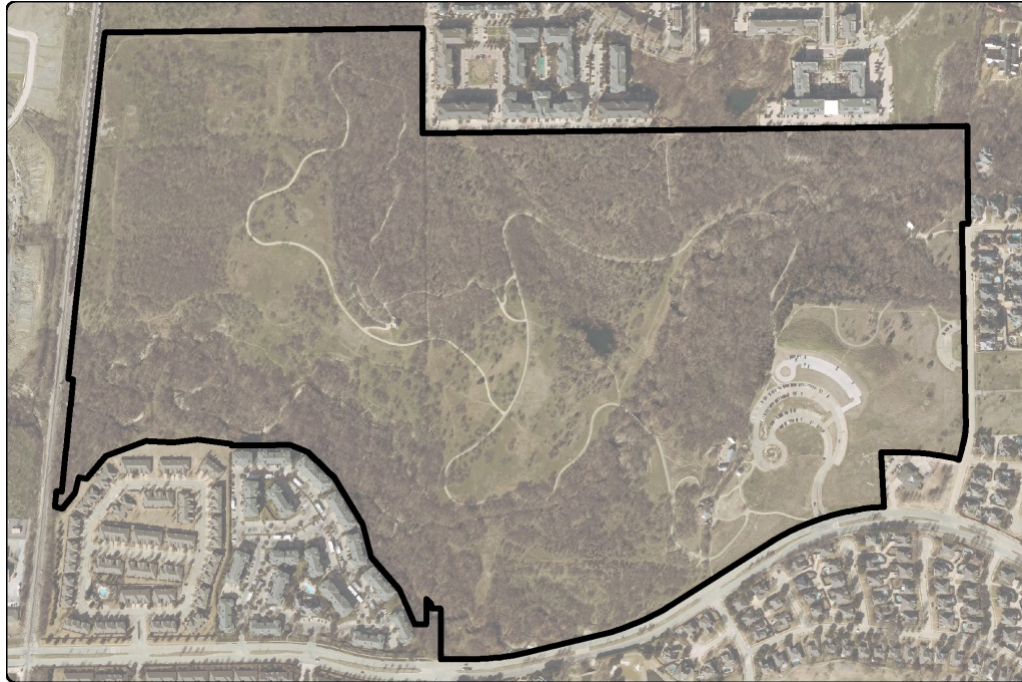
- | | |
|--------------------------------|--------------|
| ■ 17 Recreational Trails | \$ 1,000,000 |
| ■ 17 Rowlett Creek Greenbelt I | \$ 200,000 |
| ■ 17 Windhaven Meadows | \$ 2,500,000 |

Total	\$25,555,000
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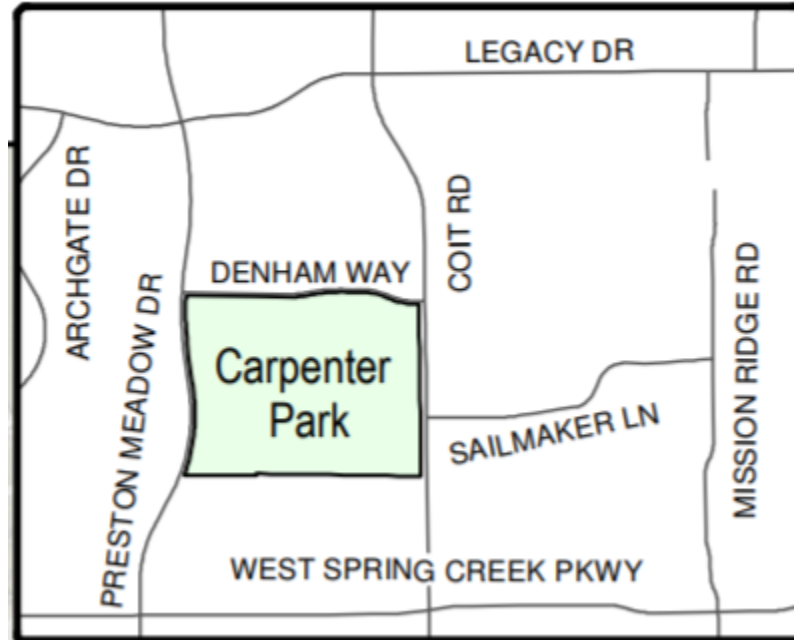
17 Arbor Hills Nature Preserve

\$450,000



17 Artificial Turf Fields

\$4,200,000



17 Athletic Field Improvements

\$125,000



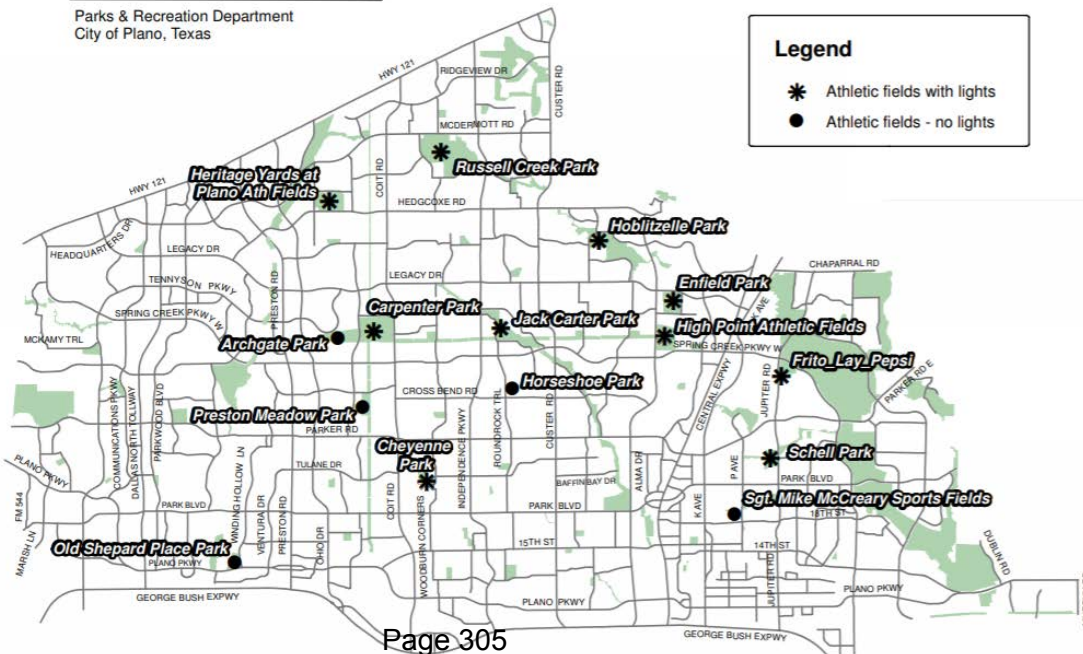
Athletic Facility Location Map

Parks & Recreation Department
City of Plano, Texas



Legend

- * Athletic fields with lights
- Athletic fields - no lights



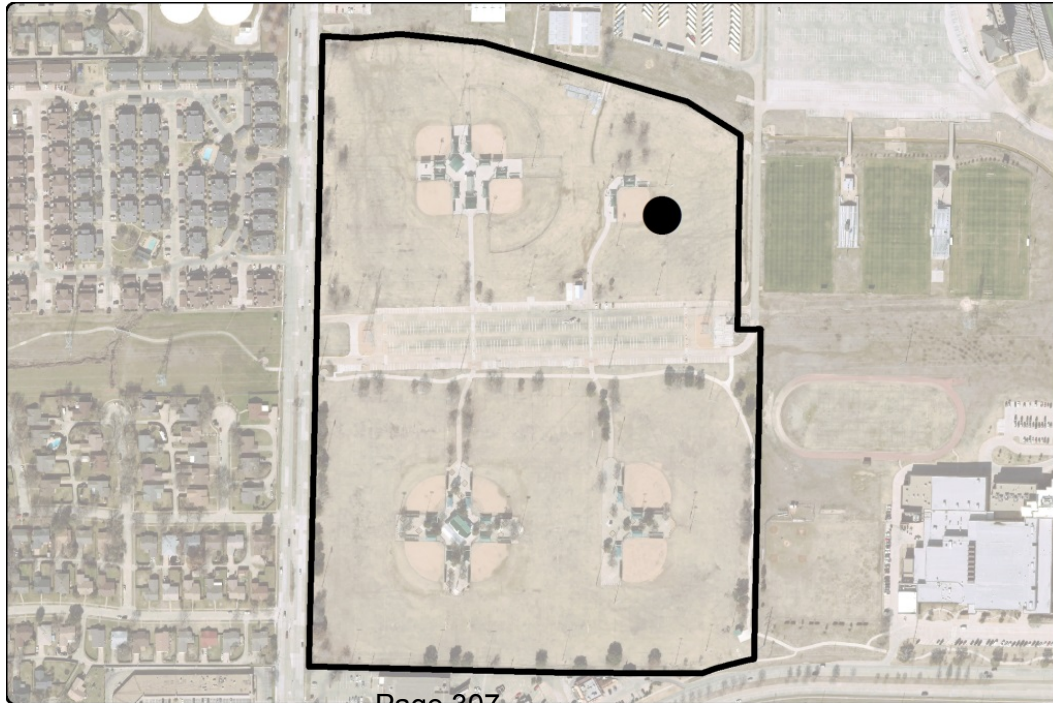
17 Carpenter Park Renovation II

\$5,500,000



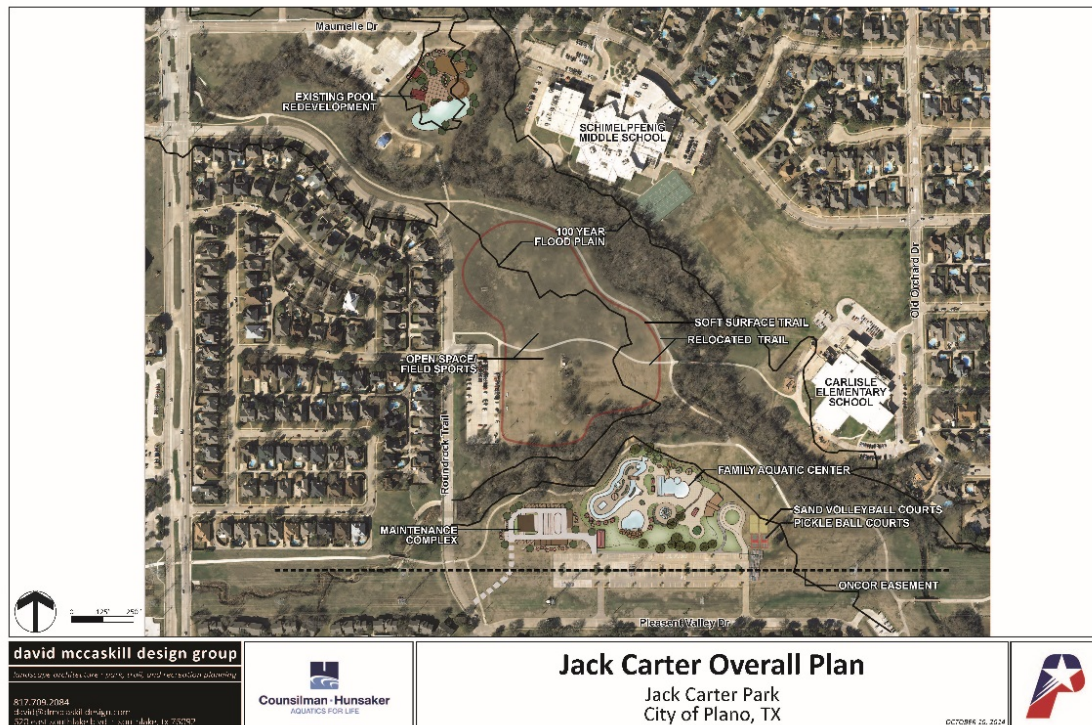
17 High Point Maintenance Facility

\$2,900,000



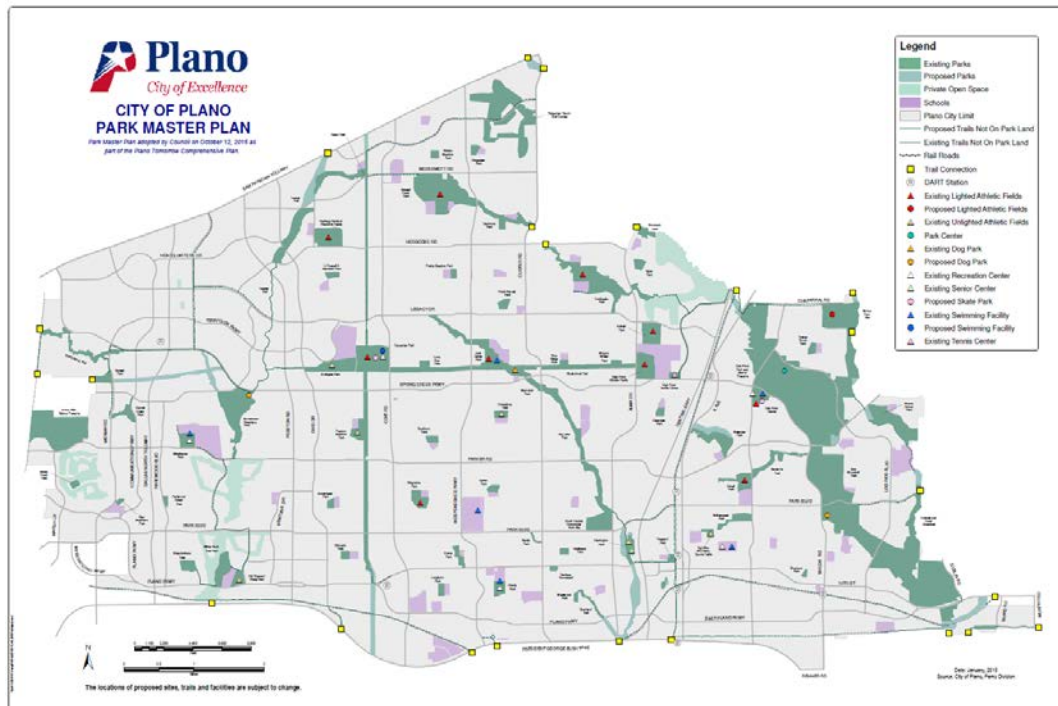
17 Jack Carter Park Improvements

\$250,000



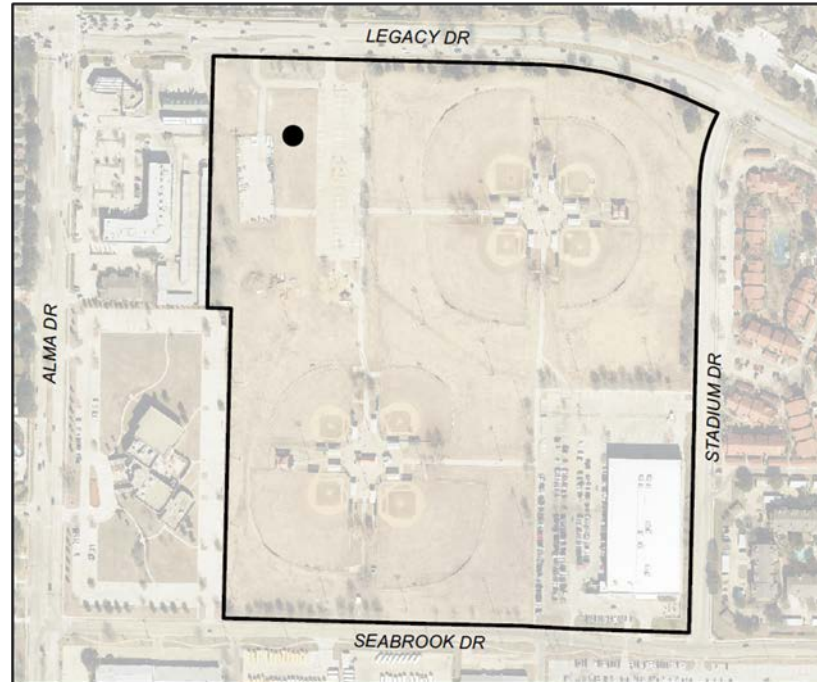
17 Land Acquisitions

\$5,000,000



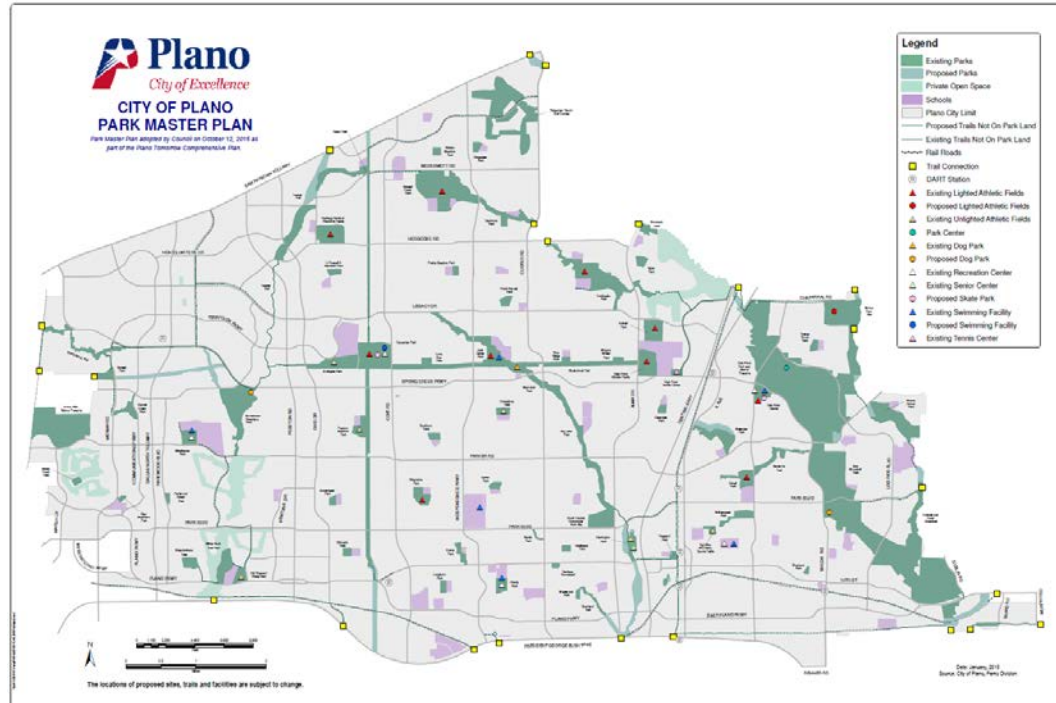
Maintenance Facilities

\$2,180,000



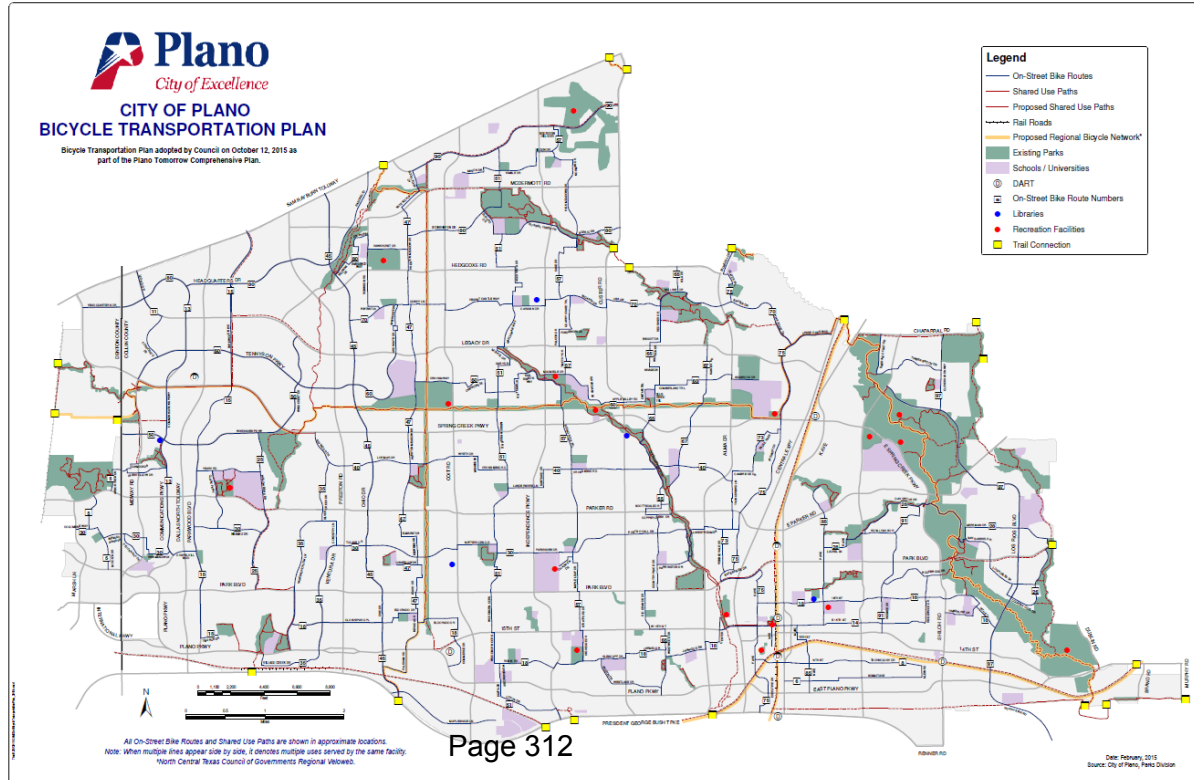
17 Park Improvements

\$1,250,000



17 Recreational Trails

\$1,000,000



17 Rowlett Creek Greenbelt, Phase 1

\$200,000



17 Windhaven Meadows Park

\$2,500,000



Capital Maintenance - Parks

Art Facilities Equipment	\$ 77,000
Athletic Field Renovations	\$ 625,000
Community Park Renovations	\$1,350,000
Irrigation Renovations	\$ 350,000
Irrigation Technology & Mechanical	\$ 415,000



Capital Maintenance - Parks

Liberty Recreation Center	\$1,002,227
Lighting Replacements	\$1,800,000
Living Screen Replacements	\$ 583,949
Median Renovations	\$ 400,000
Neighborhood Park Renovations	\$1,200,000



Capital Maintenance - Parks

Park & Facility Signage Replacement	\$ 100,000
Park Restoration	\$ 735,000
Park Structures & Equipment	\$ 450,000
Plano Event Center Enhancements	\$1,313,750
Playground Replacements	\$ 400,000



Capital Maintenance - Parks

Pool Equipment	\$ 232,600
Public Building Landscape Renovations	\$ 711,800
Recreation Center Equipment	\$ 100,000
Restroom Renovations	\$ 500,000
Shawnee Park	\$ 50,000
Silt Removal	\$1,085,670



Capital Maintenance - Parks

Trail Repairs	\$1,350,000
Tree Replacements	\$ 50,000
Total	\$14,881,996



Park Fee Projects

Cottonwood Creek Trail South – Area 1	\$150,000
Hoblitzelle Trail Connection – Area 4	\$205,450
Jack Carter Park Trails – Area 8	\$268,850
Legacy Trail – Area 12	\$200,000
Total	\$824,300



STREET IMPROVEMENTS

Funding Sources

■ Bond Funds	\$ 52,208,264
■ Capital Maintenance Funds	\$ 34,041,000
■ Other Funds	\$12,708,978
■ Collin County	\$5,798,867
■ RTR	\$3,521,021
■ TxDOT/Federal	\$3,389,090



STREET IMPROVEMENTS

Project Types

■ Street Construction	\$17,973,100
■ Street Capacity Improvements	\$15,841,422
■ Street Design Projects	\$2,150,000
■ Miscellaneous	<u>\$28,952,720</u>
Total	\$64,917,242



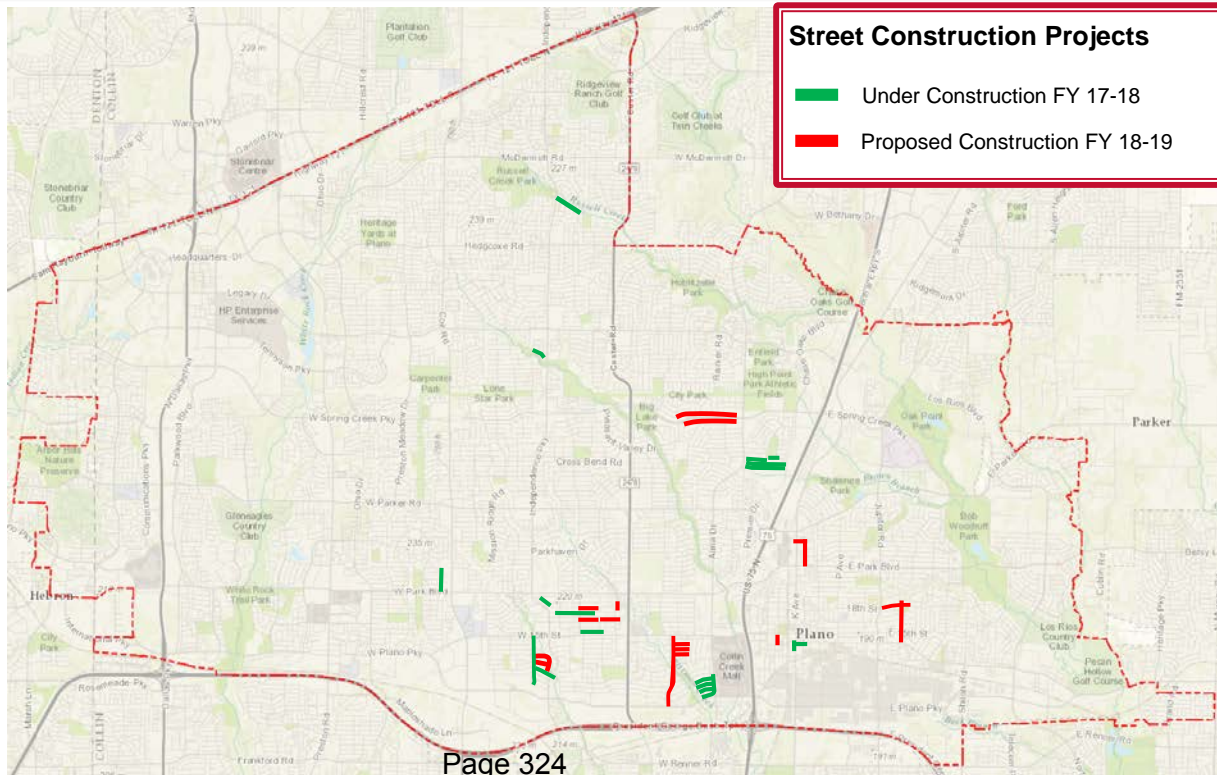
Street Construction Projects

TOTAL - \$17,973,100

- Dallas North Estates No. 2 and Westwood Drive
- Dobie Drive
- West Spring Creek Service Roads
- I Ave – 14th Street to 15th Street
- Woodpark One and Dallas North Estates
- 18th Street and Rigsbee Drive
- Westgate Alley Reconstruction
- Plano Park Alley Reconstruction
- Dallas North Estates Alley Reconstruction



Street Construction Projects



Street Capacity Projects

Total - \$15,841,422

Intersection Improvements

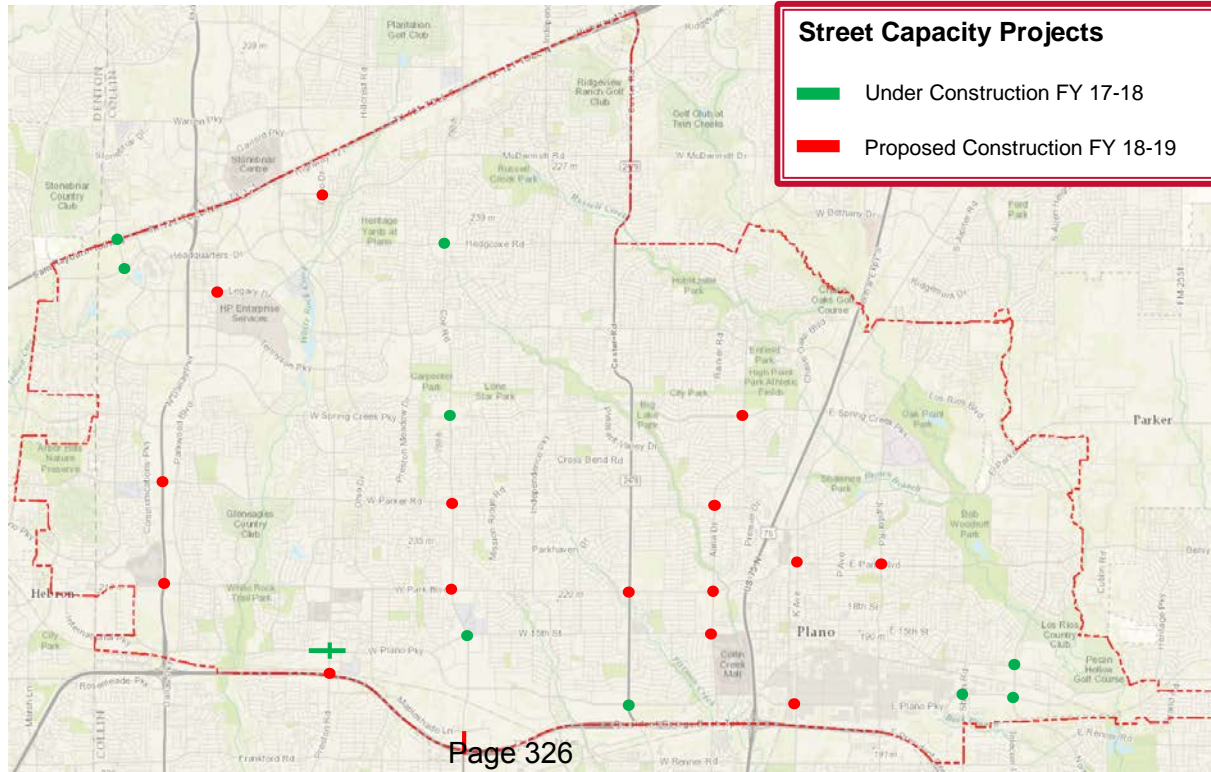
- DNT at Park, Parker Alma at Spring Creek
- Ohio at McDermott, Alma Drive at 15th, Plano Pkwy at K Ave
- Preston at Plano Parkway
- Spring Creek at Coit
- Parkwood at Legacy
- Legacy Drive at DNT Pedestrian Crossing
- SH 121 Frontage Roads at Legacy Drive
- Preston at PGBT

Corridor Improvements

- Park Boulevard
- Parker Road
- Legacy Drive
- Coit – PGBT to Mapleshade



Street Capacity Projects



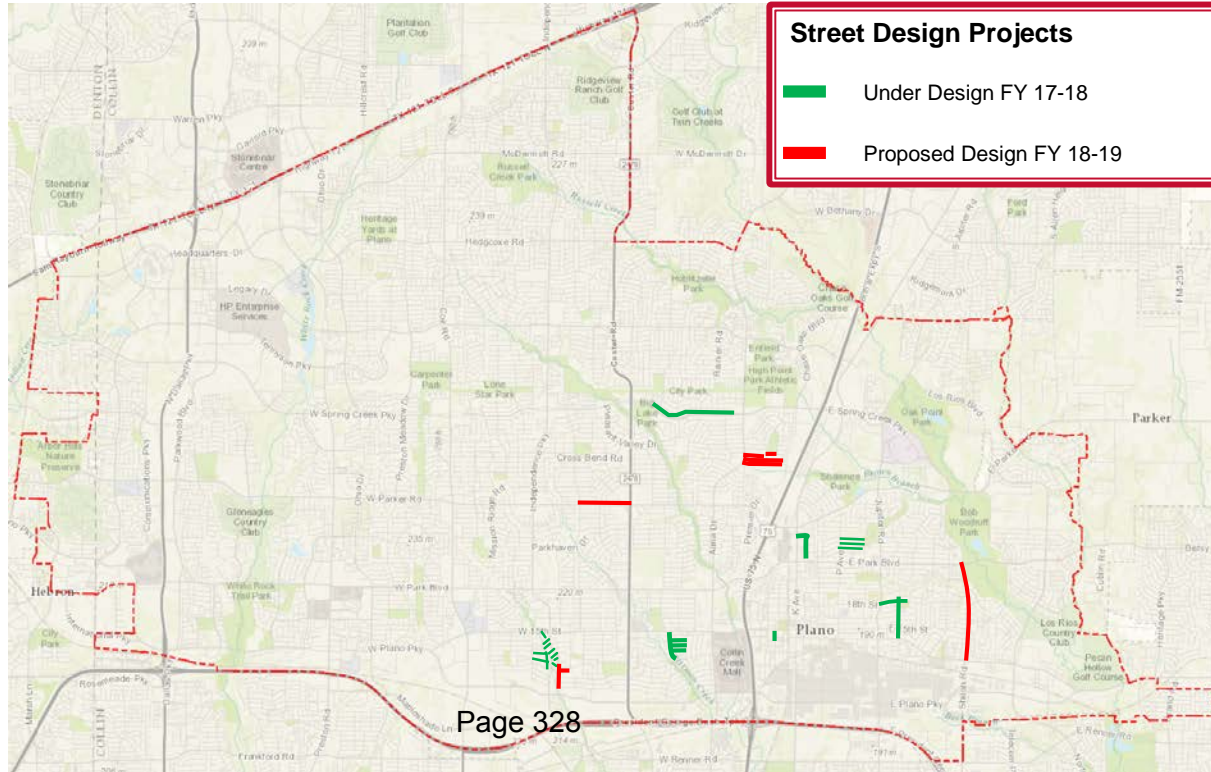
Street Design Projects

Total - \$2,150,000

- Shiloh Road Expansion – 14th to Park
- Parker Road Reconstruction – Roundrock to Custer
- Valley Creek Drive and Arborcove Drive Improvements
- Westgate Subdivision Paving and Water Improvements



Street Design Projects



Street Miscellaneous Projects

Total - \$28,952,720



Buffalo Bend Alley and Screening Wall

- Median Landscaping
- Computerized Traffic Signal System
- Bridge Inspection & Repair
- Traffic Signalization & Street Lighting
- Screening Walls
- Sidewalks

Screening Wall Projects

- Spring Creek Parkway
 - Mission Ridge to Bronze Leaf Drive
- Legacy Drive
 - Ridgemoore Ln to Lowrey Way cul-de-sac
 - Spring Creek (creek) to Harvey Way
- Coit Road
 - Bonita Dr to Malton Dr
- Independence Parkway
 - Mollimar Dr to Park Blvd
 - Hilltop Ln to Loch Haven Dr
- Rainier Rd
 - Seabrook Dr to Legacy Dr
- Hedgcoxe Rd
 - Northwest corner of Hedgcoxe Rd and Coit Rd
- Redwolf Ln
- 15th Street
 - Pittman Creek to Westwood Dr



Municipal Drainage Fund

Erosion Control Projects

Total - \$3,102,000



- Briarwood Estates & Ridgewood Drainage
- Russell Creek Stabilization
- Briarcreek Lane Stabilization
- Creek Erosion Projects (Parks)
- Prairie Creek at Independence Pkwy



Municipal Drainage Fund

Miscellaneous Projects

Total - \$1,415,000



Pond Water Quality Upgrades

- East Side Drainage Improvements (Rowlett Creek)
- Miscellaneous Improvements
- Ranch Estates Drainage



Water Improvement Fund

Total - \$19,799,153



- Water Rehab Village North
- Water Renovation Dallas North
- US 75 Water Line
- Hunters Glen and Quail Creek Water Rehab
- Ridgeview Ground Storage Tanks
- Belleview and Ranch Estates
- Plano East Water Rehab
- Park Forest and Russell Creek Water Rehab



Sewer Improvement Fund

Total - \$9,760,000

- PGBT Sewer Line
- White Rock Creek and Prairie Creek Main Rehab
- Briarcreek Lane Aerial Crossing Repair
- Aerial Crossing – Rowlett Creek at K Ave
- Peachtree Sewer Line
- Sewer Basin E Capacity Improvements
- I&I Repairs
- Legacy West Lift Station and Force Main



Facility Improvements – Funding Sources

■	Bond Funds	\$5,220,000
■	Capital Maintenance Funds	\$7,908,511



Facility Improvements - Bond Projects

- Davis Library Expansion \$ 4,620,000
- Harrington Library Expansion \$ 600,000



Facility Improvements - Capital Maintenance

■	Municipal Center	\$ 1.900 M
■	Tom Muehlenbeck Center	\$ 1.825 M
■	Plano Event Center	\$ 950 K
■	Liberty Recreation Center	\$ 940 K
■	Schimelpfenig Library	\$ 785 K
■	Haggard Library	\$ 213 K
■	Remaining Facilities CMF Projects	\$1.296M



CIP

Projects by Public Works – Streets - CMF

Residential Street & Alley

11,650,000

Pavement Maintenance

8,000,000



CIP

Projects by Public Works – Streets - CMF

Arterial Concrete Repair

\$7,000,000

Sidewalk Repair

2,440,000

Undersealing



CIP

Projects by Public Works – Streets - CMF

Screening Wall Reconstruction

900,000

Traffic Signalization Upgrade

500,000



CIP

Projects by Public Works – Streets - CMF

Pavement Markings/Buttons	500,000
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Concrete	500,000
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Street Condition Inventory	150,000
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CIP

Projects by Public Works – Streets - CMF

Street Name Sign Replacement	100,000
Traffic Guardrails	100,000
Street Design Standards	20,000
Total	\$34,041,000

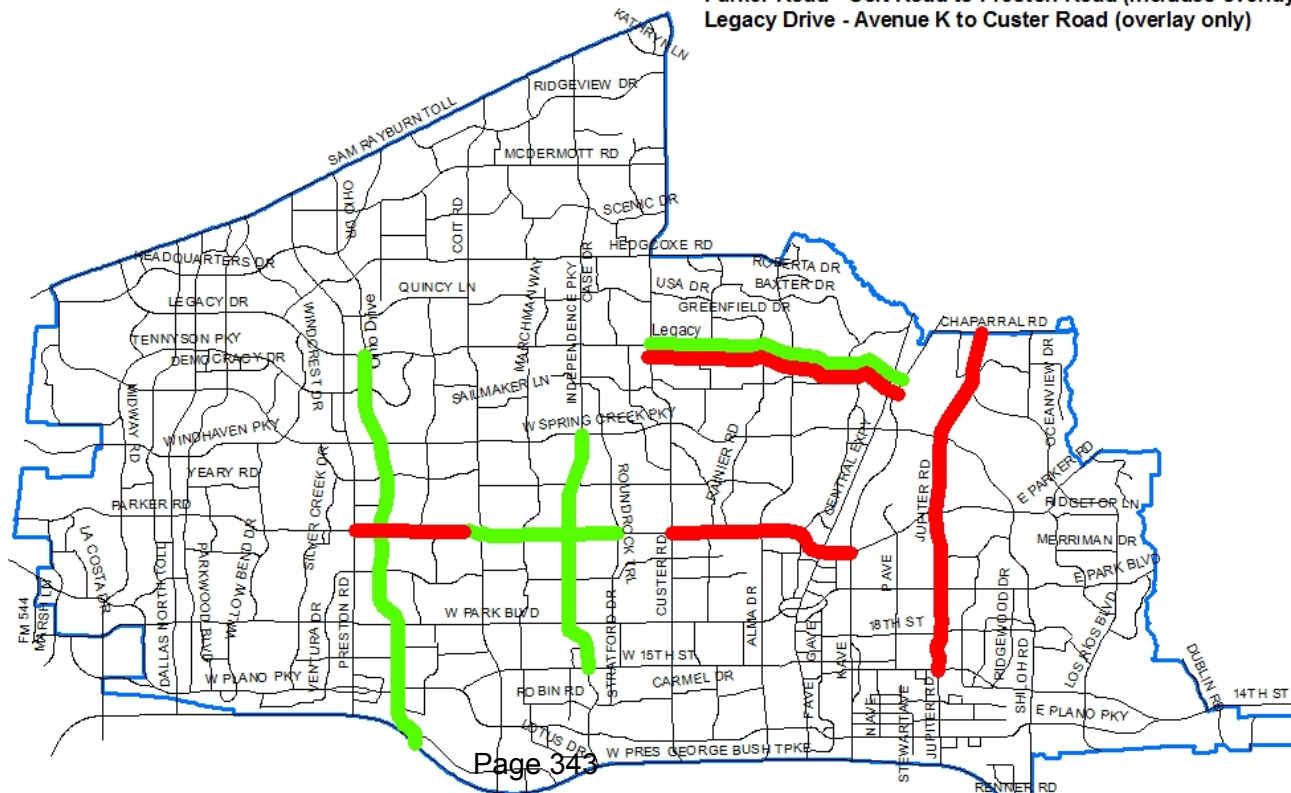


CITY OF PLANO PUBLIC WORKS

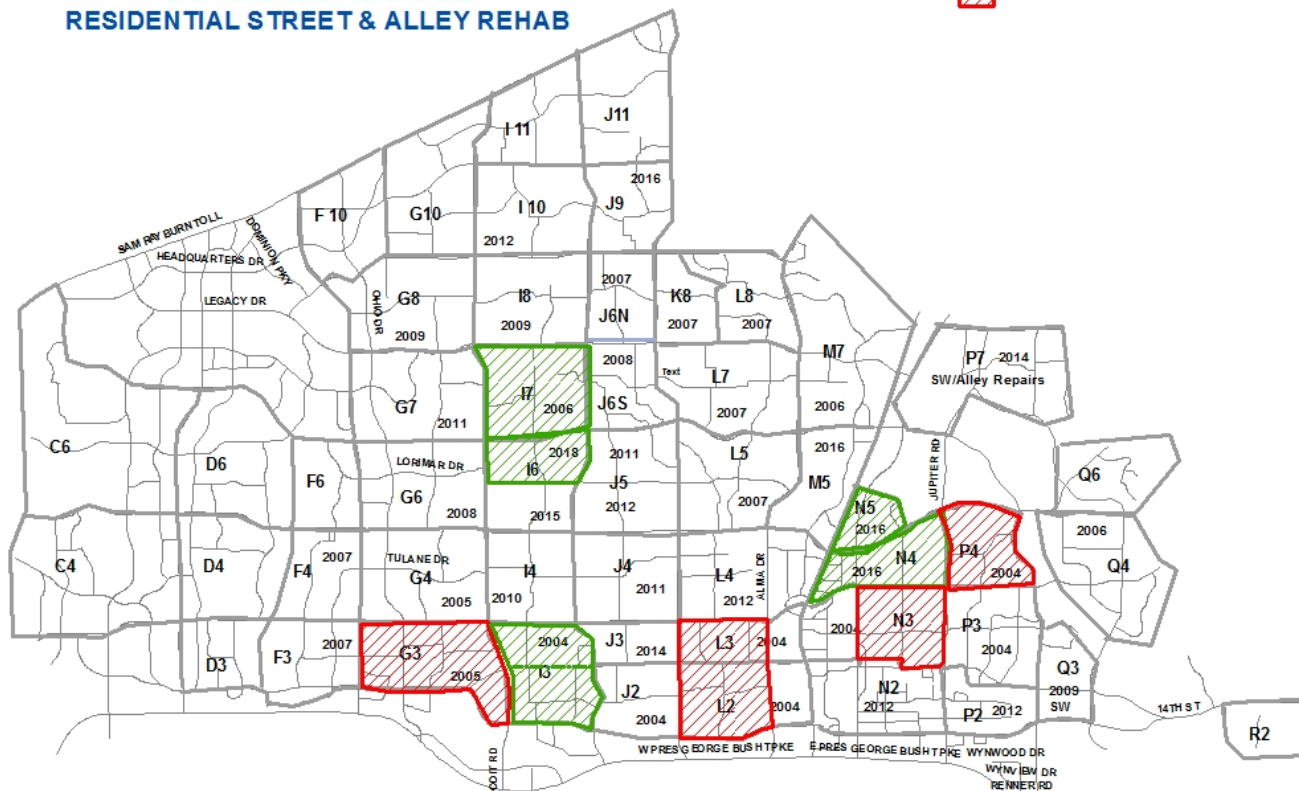
2018 - 2019 ARTERIAL CONCRETE PAVEMENT REHAB PROJECTS

- 2017-2018 Projects
- 2018-2019 Projects

Jupiter Road - 14th Street to Chaparral Road
 Overlay - Park Boulevard to Chaparral Road
 Parker Road - Avenue K to Custer Road
 Parker Road - Coit Road to Preston Road (includes overlay)
 Legacy Drive - Avenue K to Custer Road (overlay only)



CITY OF PLANO PUBLIC WORKS CAPITAL MAINTENANCE RESIDENTIAL STREET & ALLEY REHAB



9/20/18
PUBLIC WORKS DEPARTMENT

CIP

Projects by Public Works – W/WW

Water Meter Replacement	\$6,250,000
Inflow - Infiltration Repairs	\$2,500,000
Manhole Sealing	1,200,000
Pump Station Rehab	500,000
Wastewater System CCTV Inspections	750,000
Water System Inspections	750,000
Total	\$11,950,000



Questions

