CITY COUNCIL

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

DATE: August 12, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Rabbi Menachem Block - Chabad of Plano/Collin County

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE:

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 Fire-Rescue has received the American Heart Association's Mission: Lifeline® Gold Plus Achievement Award for implementing quality improvement measures outlined for the treatment of patients who suffer severe heart attacks. **Presented**

Proclamation: August 2019 marks the 25th anniversary of the opening of the City of Plano Day Labor Center. **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 22, 2019
July 22, 2019 Joint Meeting
July 24, 2019 Retreat
July 24, 2019
August 1, 2019 Grant Work Session **Approved**

Approval of Expenditures

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

(b) RFP No. 2019-0141-C for a three (3) year contract with two (2) City optional one-year renewals for Ancillary Benefits and Services for Human Resources to American United Life Insurance Company (OneAmerica) in the estimated annual amount of $1,182,815; and authorizing the City Manager to execute all necessary documents. **Approved**

(c) RFP No. 2019-0021-B for a five (5) year term for a Wireless Local Area Network Solution to include support and maintenance for Technology Services to NetSync Network Solutions, Inc. in the estimated amount of $166,417; and authorizing the City Manager to execute all necessary documents. **Approved**

(d) RFB No. 2019-0384-C for a one (1) year contract with four (4) City optional one-year renewals for Preformed Thermoplastic Pavement Markings and Sealer for Public Works to Ennis-Flint, Inc. in the estimated annual amount of $104,455; and authorizing the City Manager to execute all necessary documents. **Approved**

(e) RFB No. 2019-0411-B for the Engineering Suite Remodel to Criterion Contractors, Inc. in the amount of $117,475; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

(f) To approve the purchase of Vehicle Routers (Sierra Wireless Mobile Routers, Shark Fin Antennas, and Accessories) for Technology Services to be utilized by various departments in the amount of $620,158 from CDW-G through an existing contract; and authorizing the City Manager to execute all necessary documents. (NIPA Contract No. 2018011-01) **Approved**

(g) To approve the purchase of Vehicle Laptops (Getac Mobile Data Computers, Docking Stations, and Accessories) for Technology Services to be utilized by various departments in the amount of $1,071,035 from Data Source Mobility (DSM) through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4075) **Approved**

(h) To approve the purchase of Furnishing and Installation of Pavement Marking Material for a one (1) year contract with four (4) City optional one-year renewals for Public Works Department in the estimated annual amount of $775,000 from A & M Maintenance Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Richardson Contract No. 58-19) **Approved**

(i) To approve the purchase of Engineering Suite Furniture Replacement in the amount of $172,522 from Texas Furniture Source, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Omnia Partners Contract No. R142208, Omnia Partners Contract No. R142217, PISD Contract No. 2016-084, TXMAS Contract No. TXMAS-19-7101) **Approved**

Approval of Contract Modification

(j) To approve the terms and conditions of a Second Amendment to Contract between City of Plano and Allied Waste Systems, Inc. for Residential Recycling Processing Services, authorizing its execution by the City Manager; and providing an effective date. **Approved**

(k) To approve an increase to the current awarded contract amount of $46,710 by $16,243, for a total contract amount of $62,953, for Park Forest North & Russell Creek Water Rehabilitation, Project No. 6842, from Alliance Geotechnical Group, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0475-X; Modification No. 1) **Approved**

Approval of Change Order

(l) To approve an increase to the current awarded contract amount of $1,577,973 by $56,385, for a total contract amount of $1,656,937, for Peachtree and Laurel Lane 18-Inch Sanitary Sewer Interceptor, Project No. 6809, from Wilson Contractor Services, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0372-B; Change Order No. 2) **Approved**

(m) To approve an increase to the current awarded contract amount of $729,974 by $70,063, for a total contract amount of $800,037, for Erosion Control - 2105, 2109, & 2113 Briarcreek Lane, Project No. 6837, from Davis Construction, Inc. dba DCI Contracting, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0334-B; Change Order No. 1) **Approved**

Approval of Expenditure

(n) To approve an expenditure for Professional Engineering Services for Screening Walls - Red Wolf Ln and 15th St, Project No. 7134, in the amount of $248,190 from JQ Infrastructure, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

(o) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Masergy Communications, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Moved to August 26, 2019.**

(p) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Reata Pharmaceuticals, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

(q) To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2022-2032 by and between Reata Pharmaceuticals, Inc., a Delaware corporation, and the City of Plano, Texas, authorizing its execution by the City Manager, and providing an effective date. **Approved**

Adoption of Resolutions

(r) **Resolution No. 2019-8-1(R):** To authorize the filing of application for federal funds in an amount not to exceed $251,091.89 under the Fiscal Year 2019 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring 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. 2019-8-2** as requested in Zoning Case 2019-010 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 116 for Arcade on 0.1 acre of land located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-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: Custer Park Partners, LLC **Conducted and adopted**

(2) **Public Hearing and adoption of Ordinance No. 2019-8-3 as requested in Zoning Case 2019-005** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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: Montessori New Beginnings Academy, Inc. (Tabled at July 22, 2019, City Council meeting.) **Conducted and adopted with SUP No. 550 rolling back on 5/31/20 and SUP No. 551 expiring on 5/31/20.**

(3) Public Hearing on the FY 2019-20 Recommended Budget and the FY 2019-20 Proposed Community Investment Program (CIP). **Conducted**

(4) Discussion and Direction regarding Proposed Ad Valorem Tax Rate. **Council approved 44.82 tax rate per $100 of appraised value and will hold one public hearing at Council meeting on August 26, 2019.**

(5) **Resolution No. 2019-8-4(R):** To accept the Certified Appraisal Rolls for Fiscal Year 2019-20 for Collin County and Denton County; and providing an effective date. **Adopted**

(6) Discussion of the Proposed FY 2019-20 Community Investment Program. **Presented**

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: 8/12/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Presentation: Plano Fire-Rescue has received the American Heart Association's Mission: Lifeline® Gold Plus Achievement Award for implementing quality improvement measures outlined for the treatment of patients who suffer severe heart attacks. **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: 8/12/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: August 2019 marks the 25th anniversary of the opening of the City of Plano Day Labor Center. **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: 8/12/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

July 22, 2019
July 22, 2019 Joint Meeting
July 24, 2019 Retreat
July 24, 2019
August 1, 2019 Grant Work Session **Approved**

FINANCIAL SUMMARY

Not Applicable

FUND(S): N/A

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type

Preliminary Meeting Minutes 7/22/19	8/5/2019	Minutes
Regular Session Minutes 7/22/19	8/5/2019	Minutes
Joint Session Minutes 7/22/19	8/6/2019	Minutes
Council Retreat 7/24/19	8/5/2019	Minutes
Budget Work Session 7/24/19	8/5/2019	Minutes
Grant Work Session 8/1/19	8/5/2019	Minutes

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
July 22, 2019

COUNCIL MEMBERS PRESENT
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

COUNCIL MEMBERS ABSENT
Harry LaRosiliere, Mayor

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Pro Tem Smith called the meeting to order at 5:00 p.m., Monday, July 22, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Smith then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Smith reconvened the meeting back into the Preliminary Open Meeting at 6:05 p.m. in the Senator Florence Shapiro Council Chambers. The Council took a recess at 6:06 p.m. to convene the Joint Session with the Planning and Zoning Commission.

Mayor Pro Tem Smith reconvened the meeting back into the Preliminary Open Meeting at 10:59 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
  Personnel Reappointments
  Board of Adjustment
  Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Grady, the Council voted 7-0 to reappoint Robert Miller and Tianle "Teresa" Tong.

  Building Standards Commission
  Council deferred action to a future meeting.

  Heritage Commission
  Council deferred action to a future meeting.

Planning and Zoning Commission

Upon a motion made by Council Member Prince and seconded by Council Member Grady, the Council voted 7-0 to reappoint M. Nathan Barbera, Joyce Beach, and Robert Gibbons.

- **Personnel – Reappointments**

Animal Shelter Advisory Committee

Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0 to reappoint Karen Dubrow and Robert Watson.

Civil Service Commission

Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Prince, the Council voted 7-0 to reappoint Joseph Parks, as recommended by City Manager Israelson.

Community Relations Commission

Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Tu, the Council voted 7-0 to reappoint Karen Bellessa, Kate Garrison, and Johnny Tseng.

Cultural Affairs Commission

Upon a motion made by Council Member Tu and seconded by Council Member Prince, the Council voted 7-0 to reappoint Rebecca Anderson and Liane Tsai.

Library Advisory Board

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Bao, the Council voted 7-0 to reappoint Mike Bronsky.

Parks and Recreation Planning Board

Upon a motion made by Council Member Tu and seconded by Council Member Williams, the Council voted 7-0 to reappoint Scott Goebel.

Plano Housing Authority

Upon a motion made by Council Member Grady on behalf of Mayor LaRosiliere and seconded by Council Member Prince, the Council voted 7-0 to reappoint Betty Arguello, George Elking, and Chastity Vaughn.

Retirement Security Plan Committee

Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0 to reappoint Karen Rhodes-Whitley and Sean Sullivan, as recommended by City Manager Israelson.

Senior Advisory Board

Upon a motion made by Council Member Williams and seconded by Council Member Prince, the Council voted 7-0 to reappoint Marvelle Ditto and Katherine Goodwin.

Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Council Member Tu and seconded by Council Member Prince, the Council voted 7-0 to reappoint Russell Coolik, Alan L. Johnson, Angela Miner, Shirley Ogden, Corey Reinaker, and Roy Wilshire.

Tax Increment Financing Reinvestment Zone No. 3 Board

Upon a motion made by Council Member Tu and seconded by Council Member Prince, the Council voted 7-0 to reappoint Russell Coolik, Alan L. Johnson, Angela Miner, Shirley Ogden, Corey Reinaker, and Roy Wilshire.

- **Update re: Carruth, et al v. City of Plano, et al, Cause No. 380-00469-2016, in the 380th District Court, Collin County, Texas –** this item was not discussed
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

  Upon a request by Council Member Tu and seconded by Council Member Grady, the Council will consider increasing the number of Park and Recreation Planning Board Members at a future meeting.

  Upon a request by Council Member Williams and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council will consider changing the time of posting City Council agendas to one week prior to the meeting at a future meeting.

With no further discussion, the Preliminary Open Meeting was adjourned at 11:11 p.m.

_____
Rick Smith, MAYOR PRO TEM

ATTEST:

_____
Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
REGULAR SESSION
July 22, 2019

COUNCIL MEMBERS PRESENT
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

COUNCIL MEMBERS ABSENT
Harry LaRosiliere, Mayor

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Pro Tem Smith convened the Council into the Regular Session on Monday, July 22, 2019 at 11:11 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Council member Prince led the invocation and the Council Member Grady led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: The City of Plano has received the John A. Sasso National Community Development Week Award.

Comments of Public Interest

Shawnette Viani spoke to live closed captioning and other resources for hearing impaired individuals attending council meetings.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Williams, the Council voted 7-0, to approve all items on the Consent Agenda, as follows:

Approval of Minutes
June 24, 2019
(Consent Agenda Item "A")

Approval of Expenditures

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

CSP No. 2019-0346-B for OSP Fiber Cabling Network, Phase II, Project No. 7130, for the Technology Services Department to Gardner Telecommunications, LLC in the amount of $2,185,902; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

RFB No. 2019-0476-B for a 1.5-ton 4x4 Crew Cab with Utility Body, Center Box, and Liftgate for Fleet Services to be utilized by Fire-Rescue to Four Stars Ford in the amount of $72,509; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

RFB No. 2019-0443-B for Utility Vans for Fleet Services to be utilized by various departments to Reliable Chevrolet for three (3) utility vans in the amount of $100,414 and to Caldwell Country Chevrolet for two (2) utility vans in the amount of $48,450, for a total amount of $148,864; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

RFB No. 2019-0462-B for Utility Body Pickup Trucks for Fleet Services to be utilized by various departments to Caldwell Country Chevrolet in the amount of $398,837; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

RFB No. 2019-0340-C for a one (1) year contract with three (3) one-year City optional renewals for Small Water Meter Boxes for Inventory Control & Asset Disposal to Bass and Hays Foundry, Inc. in the estimated annual amount of $65,928; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

RFP No. 2019-0286-C for a contract effective through January 21, 2020, with three (3) one-year City optional renewals for Athletics Sites Litter Removal for the Parks and Recreation Department to Lawn Star Landscape in the estimated annual amount of $126,500; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

RFB No. 2019-0302-C for a one (1) year contract with three (3) one-year City optional renewals for Professional Food Service Personnel for Parks and Recreation to SMB Staffing LLC in the estimated annual amount of $271,300; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

RFB No. 2019-0170-B for Wayside Horns at Plano Parkway, Project No. 6758, for the Engineering Department to Railway Signal Construction, Inc. in the amount of $98,500; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "I")

RFB No. 2019-0479-B for Downtown Parking Lots, Project No. 6993, for the Engineering Department to Denco CS Corporation in the amount of $928,787; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "J")

RFB No. 2019-0480-B for Screening Wall - Spring Creek & Mission Ridge, Project No. 6808, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of $1,092,053; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "K")

RFB No. 2019-0465-B for Screening Wall Replacement - Coit Road, Independence Parkway, Rainier Road and Legacy Drive, Project No. 6892, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of $3,399,205; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "L")

Purchase from an Existing Contract

To approve the purchase of Long Term Disability Insurance for an additional three (3) months through December 31, 2019 for Human Resources in the estimated amount of $50,000 from Standard Insurance Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (Public Employee Benefits Alliance (PEBA)) (Consent Agenda Item "M")

To approve the purchase of a Jet Vac Truck for Fleet Services to be utilized by Utility District No. 2 in the amount of $450,781 from Hi-Vac Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 122017-HVC) (Consent Agenda Item "N")

To ratify the purchase of fitness equipment for Liberty Recreation Center in the amount of $89,893, and approval for fitness equipment for Carpenter Park, Liberty, and Tom Muehlenbeck Recreation Centers in the amount of $411,401 from Team Marathon Fitness, Inc. and in the amount of $27,270 from Comm-Fit LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No. 583-19) (Consent Agenda Item "O")

Approval of Contract Modification

To approve an Amended Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas for Plano Legacy West Wastewater Improvements to include the addition of the full description for the "Existing Indian Creek Trunk Sewer" on Exhibit B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "P")

Approval of Change Order

To approve an increase to the current awarded contract amount of $2,756,181 by $135,785, for a total contract amount of $2,891,966, for the Arterial Pavement Repair Legacy Drive - Custer Road to K Avenue, Project No. 6873, from FNH Construction, LLC for Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0622-B; Change Order No. 4) (Consent Agenda Item "Q")

To ratify an increase to the current awarded contract amount of $835,000 by $148,000, for a total contract amount of $983,000, for Park Pond Restoration, Project No. 6862, from IWC Texas, LLC; and authorizing the City Manager to execute all necessary documents. (Original Bid No. 2018-0394-B; Change Order No. 1) (Consent Agenda Item "R")

Approval of Request

To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed $35,150 for the Ending Homelessness Fund under Texas Transportation Code §502.415; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract, giving required assurances, acting in connection with said contract, and providing required information; and providing an effective date. (Consent Agenda Item "S")

Approval of Expenditure

To approve an expenditure for a Fire-Rescue Brush Truck in the amount of $188,391 from Daco Fire Equipment for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "T")

To approve an expenditure for professional Landscape Architect services for Bob Woodruff Southeast Trail Replacement, Project No. 7151, in the amount of $85,000 from JBI Partners, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "U")

To approve an expenditure for professional engineering services for Indian Creek Tributary No. 13 Study and Shady Creek Circle Bank Stabilization, Project No. 7146, in the amount of $129,070 from Walter P. Moore and Associates, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "V")

To approve an expenditure in the amount of $29,877 to MuniServices, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "W")

Approval of Contract / Agreement

To approve a Development Agreement between the City of Plano, Texas and Epic Fresh Marketplace, LLC for the Green Vine Market Project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "X")

To approve an Interlocal Cooperation Agreement between the City of Plano and Plano ISD for the Head Start Program; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "Y")

Adoption of Resolutions

Resolution No. 2019-7-1(R): To repeal Resolution No. 2010-2-8(R) regarding the creation, appointment, terms, rules and guidelines of the Plano Photographic Traffic Signal Advisory Committee; and providing an effective date. (Consent Agenda Item "Z")

Resolution No. 2019-7-2(R): To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed $133,789 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 "AA")

Resolution No. 2019-7-3(R): To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed $40,956 for the Homeless Housing and Services Program Youth Set-Aside 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 "AB")

Adoption of Ordinances

Ordinance No. 2019-7-4: To repeal Ordinance No. 2007-8-25 codified as Chapter 12, Article X., Automated Traffic Signal Enforcement, Sections 12-260 through 12-269 of the Code of Ordinances of the City of Plano; and providing an effective date. (Consent Agenda Item "AC")

END OF CONSENT

Approval a Development Agreement between the City of Plano, Texas and Collin Creek Development, LLC for the Collin Creek Mall Redevelopment Project; and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item "1")

David Faidley, Jan Cooper, Steve Lavine, Warren Casteel, Robert Miller, John Stafford, and Janet Miller spoke in support of the Development Agreement. In addition to those speaking, 74 individuals expressed opinions of support of the Development Agreement and 1 individual expressed an opinion of opposition to the Development Agreement.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 7-0, to approve a Development Agreement between the City of Plano, Texas and Collin Creek Development, LLC for the Collin Creek Mall Redevelopment Project.

Resolution No. 2019-7-5(R): To call for a public hearing on the creation of a public improvement district, the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. (Regular Agenda Item "2")

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Tu, the Council voted 7-0, to call for a public hearing on the creation of a public improvement district, the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano; and further to adopt Resolution No. 2019-7-5(R).

Resolution No. 2019-7-6(R): To call for a public hearing on the creation of a public improvement district, the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano; and providing an effective date. (Regular Agenda Item "3")

MOTION: Upon a motion made by Council Member Bao and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to call for a public hearing on the creation of a public improvement district, the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano; and further to adopt Resolution No. 2019-7-6(R).

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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: Montessori New Beginnings Academy, Inc. (Regular Agenda Item "4")

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to table the item to the August 12, 2019 Council meeting.

Public Hearing and adoption of Resolution No. 2019-7-7(R) to adopt the 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2019-2020; and providing an effective date. (Regular Agenda Item "5")

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0, to adopt the 2019-2020 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnerships Program activities and proposed use of funds for program year 2019-2020.

Resolution No. 2019-7-8(R): To authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed $1,864,370 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 Agenda Item "6")

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Ricciardelli the Council voted 7-0, to authorize the filing of applications for U.S. Department of Housing and Urban Development funds in an amount not to exceed $1,864,370 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.

Public Hearing and adoption of Resolution No. 2019-7-9(R) to authorize an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date. (Regular Agenda Item "7")

Mayor Pro Tem Smith opened the public hearing. No one appeared to speak. Mayor Pro Tem Smith closed the public hearing.

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 7-0, to authorize an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds.

With no further discussion, the Regular City Council Meeting adjourned at 12:05 a.m.

_____
Rick Smith, MAYOR PRO TEM

ATTEST:

_____
Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
PLANNING AND ZONING COMMISSION
JOINT SPECIAL CALLED MEETING
July 22, 2019

COUNCIL MEMBERS PRESENT
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

COUNCIL MEMBERS ABSENT
Harry LaRosiliere, Mayor

PLANNING & ZONING COMMISSION MEMBERS PRESENT
John Muns, Chair
M. Nathan Barbera, 1st Vice Chair
Hilton Kong, 2nd Vice Chair
Joyce Beach
Robert Gibbons
David Downs
Art Stone

PLANNING & ZONING COMMISSION MEMBERS ABSENT
Michael Thomas

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary
Christina Day, Director of Planning
Eric Hill, Development Review Manager
Ken Schmidt, Senior Planner

The joint special called meeting was called to order on July 22, 2019, at 6:06 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. Quorums of the City Council and Planning and Zoning Commission were present. Mayor Pro Tem Smith then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Smith and Chair Muns reconvened the meeting back into the Joint Meeting at 7:22 p.m. in the Senator Florence Shapiro Council Chambers

- **Public Hearing, recommendation and consideration of an ordinance to adopt a new comprehensive plan consisting of the City of Plano comprehensive plan in place on October 11, 2015, immediately before the adoption of the Plano Tomorrow Plan, and repealing the Plano Tomorrow Comprehensive Plan adopted by Ordinance No. 2015-10-9; and providing an effective date.**

MOTION: Upon a motion made by Commission Member Downs and seconded by Commission Member Gibbons, the Planning and Zoning Commission voted 7-0, to table the item and provided direction to bring the matter back at the August 19th Planning and Zoning Commission meeting.

The group took a brief recess at 8:25 p.m., reconvening at 8:37 p.m. Planning and Zoning Commission 2nd Vice Chair Kong did not return to the meeting.

Mayor Pro Tem Smith opened the public hearing. Subir Purkayastha, Richard Howe, Vincent Sikor, David Smith, John Stafford, Caroline Werner, Anthony Lo, Michael Casavant, Amanda Massengale, Steve Lavine, Kate Garrison, John Lingenfelder, Warren Casteel, Cara Prentice, Pam Hatcher, Matt Yoder, MK Werner, Robert Miller, Zachary Kolodny, Donna Bening, Tim Elliott, Judy Dishong, and Judith Hoffman spoke in opposition of the repeal. Matt Tietz, Matt Dixon, John Donovan, Karen Dubrow, Beth Carruth, Elizabeth Goldman, Colleen Aguilar-Epstein, and Jack Lagos spoke in support of the repeal. Mayor Pro Tem Smith closed the public hearing. In addition to those speaking, 43 individuals expressed opinions of opposition of repeal and 21 individuals expressed opinions of support of repeal.

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to table the item until the Planning and Zoning Commission forwards its recommendation.

Nothing further was discussed. The meeting was adjourned at 10:44 p.m.

_____
Rick Smith, MAYOR PRO TEM

_____
John Muns, Chair
Planning and Zoning Commission

ATTEST:

_____
Lisa C. Henderson, CITY SECRETARY

PLANO CITY COUNCIL RETREAT
July 24, 2019

COUNCIL MEMBERS PRESENT
Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy City Manager
Brandi Youngkin, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into open session on Wednesday, July 24, 2019, at 1:00 p.m., at the Plano Municipal Center, 1520 K Avenue, Training Room A, Plano, Texas. A quorum was present.

Discussion and Direction regarding City of Plano Council Governance, Roles, Interactions and Responsibilities.

Ron Holifield and Mike Mowery with Strategic Government Resources facilitated the retreat. Mr. Mowery spoke to the common themes discussed during the individual council interviews and overlying issues.

The Council took a brief recess at 2:23 p.m. and resumed discussions at 2:38 p.m.

The Council reviewed their IOPT profiles and discussed the best ways to work with each other.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 4:30 p.m.

_____
Harry LaRosiliere, MAYOR

ATTEST

_____
Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
OPEN MEETING
July 24, 2019

COUNCIL MEMBERS PRESENT
Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Interim Deputy 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 24, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

- **Overview of 2018-19 Budget & Community Investment Program (CIP)**
- **Recommended 2019-20 Budget & Community Investment Program (CIP)**
- **Budget Presentation**

With no further discussion, Mayor LaRosiliere adjourned the meeting at 5:58 p.m.

_____
Harry LaRosiliere, MAYOR

ATTEST:

_____
Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Work Session
August 1, 2019

COUNCIL MEMBERS PRESENT
Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu – arrived 6:01 p.m.
Rick Grady – arrived 6:01 p.m.
Kayci Prince
Shelby Williams – arrived 6:01 p.m.
Lily Bao

STAFF PRESENT
Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Greg Rushin, Interim Deputy 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 1, 2019, 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 requested the Community Relations Commission Chair and a representative from The Turning Point attend the August 17th Budget Work Session for further discussion.

With no further discussion, the Council Work Session was adjourned at 7:23 p.m.

_____
Harry LaRosiliere, MAYOR

ATTEST:

_____
Lisa C. Henderson, City Secretary

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Vernie Rambo

CAPTION

RFP No. 2019-0141-C for a three (3) year contract with two (2) City optional one-year renewals for Ancillary Benefits and Services for Human Resources to American United Life Insurance Company (OneAmerica) in the estimated annual amount of $1,182,815; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 thru 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	5,914,075	5,914,075
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-5,914,075	-5,914,075
Balance	0	0	0	0

FUND(S): Various Funds

COMMENTS: This item approves a contract for Life and Accidental Death and Dismemberment (AD&D) insurance, Long-Term Disability Insurance and Employee Assistance. The contract begins January 2020, for a term of three (3) years with two (2) optional one-year renewals. The estimated future cost is $5,914,075 ($887,112 in FY 2019-20; $1,182,815 in FYs 2020-21, 2021-22, 2022-23, 2023-24; and $295,703 in FY 2024-25) if all renewal years are exercised. Funding for this contract is spread across all city funds that pay for employee salary and benefits and will be captured in the annual budget appropriation of each future fiscal year.

SUMMARY OF ITEM

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2019-0141-C Recommendation Memo	7/18/2019	Memo
2019-0141-C RFP Recap	8/5/2019	RFP Recap

Plano
City of Excellence

Memorandum

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

From: Shante Akafia, Director of Human Resources and Risk Management

Date: June 27, 2019

Re: Award of RFP 2019-0141-C for Ancillary Benefits and Services

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The City offers life and accidental death and dismemberment (AD&D) insurance, long term disability benefits and an Employee Assistance Program (EAP) to its employees and retirees. The City recently requested proposals for a vendor that could provide benefits for all of these areas as a holistic option, reserving the right to award separately if that was deemed to be best value to the City. The Evaluation Committee reviewed and evaluated twelve (12) proposals in response to the Request for Proposal (RFP) for Ancillary Benefits and Services.

Members of the Evaluation Committee rated each proposal independently, without reviewing cost of service. The City's benefits consultant also prepared a comparison spreadsheet so all similarities and differences would be easily visible. The final scores were discussed amongst the Evaluation Committee. Lastly, the pricing was factored into the overall final score.

The evaluation criteria were based on:

- Extent that the proposal meets or exceeds the requirements of the City based upon sections 8.1 – 8.5 of the Scope of Work Section – 50%
- Pricing – 50%

The City had finalist presentations with 10 of the vendors and then requested best and final offers from the three top vendors.

We therefore recommend awarding to the highest ranking vendor, American United Life Insurance Company (OneAmerica), as the top vendor with a holistic approach for a for a three (3) year contract with two (2) one-year City optional renewals. Due to the nature of the waiver of premium process, the City felt it needed to have one vendor provide both the life and disability insurance, as this could be disjointed with two separate vendors as the City has experienced in the past.

The estimated total annual cost is broken down as follows:

Life insurance and accidental death and dismemberment coverage -	$989,981
Long-term disability coverage -	$192,834
Employee assistance program –	Included in above pricing
Annual Estimated Total	$1,182,815

The estimated annual amounts represent a 10% price reduction ($129,781 estimated annual savings) over the current contracted rates. These rates are guaranteed for three years, with the ability to guarantee rates for the fourth year contingent upon the loss ratio.

Failure to award this contract will result in a loss of life and accidental death and dismemberment benefits and long-term disability salary protection to employees and retirees, as well as an employee assistance program for employees and their families.

It should be noted that the current life and disability benefits are structured around the Retirement Security Plan benefits vs. Social Security benefits. Most other cities participate in Social Security which offers death benefits to surviving widows/widowers. In the event that an employee dies prior to receiving their RSP benefit, there is not a similar provision in RSP that provides surviving spouse benefits, as the vested amount earned by the employee stays within the plan. Therefore, the City offers life insurance coverage to its employees through a separate policy. Overall, this benefits the City from a financial perspective because the City contributes about $4 million less annually by not participating in Social Security and funding our own plan. Additionally, most other cities have a supplemental death benefit through the Texas Municipal Retirement System which typically runs around 15 basis points of the gross payroll. This equates to approximately $300 thousand annually based upon our current annual payroll. The City of Plano did not elect this benefit as it is able to achieve greater savings through a separate policy.

CITY OF PLANO

RFP No. 2019-0141-C
Ancillary Benefits and Services
RFP Recap

Proposal Opening Date/Time: February 26, 2019 @ 3:00PM

Number of Vendors Notified: 3,212

Vendors Submitting "No Bids": 2

Number of Proposals Submitted: 12

Vendor Name:	First Year Estimated Total
American United Life Insurance Company (OneAmerica)	$1,396,536
Boon-Chapman/GIS Benefits	$1,081,475 (Partial Bid)
ComPsych Corporation	$38,104 (Partial Bid)
Dearborn National Life Insurance Company	$1,511,406
Deer Oaks EAP Services, LLC	$48,913 (Partial Bid)
Life Insurance Company of North America (CIGNA)	$1,706,781
Madison National Life Insurance Company, Inc. (Ochs)	$1,514,843 (Partial Bid)
Metropolitan Life Insurance Company	$1,081,475 (Partial Bid)
ReliaStar Life Insurance Company (Voya)	$1,111,308 (Partial Bid)
Standard Insurance Company	$1,451,211
Symetra Life Insurance Company	$1,266,902
Total Administrative Services Corporation (TASC)	$16,920 (Partial Bid)

Best and Final Offer Requested:

American United Life Insurance Company (OneAmerica)	$1,182,815
Dearborn National Life Insurance Company	$1,220,624
Symetra Life Insurance Company	$1,117,242

Recommended Vendor(s):

American United Life Insurance Company (OneAmerica)	$1,182,815

Vernie Rambo
Vernie Rambo, Sr. Buyer

July 3, 2019
Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Sharron Mason

CAPTION

RFP No. 2019-0021-B for a five (5) year term for a Wireless Local Area Network Solution to include support and maintenance for Technology Services to NetSync Network Solutions, Inc. in the estimated amount of $166,417; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		21,500	178,500	0	**200,000**
Encumbered/Expended Amount		-21,500	0	0	**-21,500**
This Item		0	-166,417	0	**-166,417**
BALANCE		0	12,083	0	**12,083**

FUND(S): Technology Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Technology Improvements CIP. The purchase of wireless access points and controllers to update wireless networks at City of Plano facilities, in the amount of $166,417, will leave a project balance of $12,083 available for future expenditures to enhance wireless networks or other technology improvement projects.

SUMMARY OF ITEM

See Recommendation of Award Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/1/2019	Memo
RFP Recap	8/2/2019	RFP Recap

Memorandum

Date: June 14, 2019

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

From: Chris Chiancone, Chief Information Officer

Subject: Contract Award Recommendation for 2019-0021-B RFP for Wireless Local Area Network Solutions

As part of the continuing NextGen program developed to reduce risk, modernize technology, increase productivity, decrease cost, and add redundancy, the Technology Services department released 2019-0021-B RFP for Wireless Local Area Network Solutions. This solution shall serve as the new Wireless Local Area Network standard to be used moving forward for city facilities which require this functionality.

Nine (9) vendors submitted proposals for this RFP and the team of evaluators determined the best value for the City based off of the vendors' responses and presentations to the following criteria:

Criteria	Weight
Previous Experience	10%
Qualifications of Personnel Assigned to the Project	10%
Project Timeline	5%
Understanding of stated needs and proposed solution's ability to meet needs	30%
Acceptance of City General Terms and Conditions without Modification	5%
Proposed Cost	40%

Based on the results of the evaluation committee, Technology Services recommends award to NetSync Network Solutions, Inc. with a purchase cost and five (5) years maintenance of $166,417.10 for 2019-0021-B RFP for Wireless Local Area Network.

The proposal from NetSync Network Solutions, Inc. is second lowest proposed cost however Technology Services believes that this proposal will provide the best overall value to the City of Plano. NetSync was able to provide a valid solution for all requirements, as well as provide added value and functionality. The proposed security appliance offered in their solution has many other capabilities on top of managing secured wireless traffic. Their solution also provides aggregate bandwidth ten (10) times the amount of lower priced proposal which includes identity access management and a secured remote wireless VPN solution. The recommended proposal also includes security features that can detect and prevent malicious attacks across our wireless network. All tiers of support of the recommended solution will be provided by Cisco's Technical Assistance Center, which the City uses to support its wired network infrastructure, and is considered to be an industry leader.

If this contract is not awarded the City of Plano will be at risk of losing all wireless capabilities due the current aging wireless infrastructure. The current hardware is no longer supported and will cease to operate when the security certificates on the access points expires.

CITY OF PLANO

RFP No.: 2019-0021-B
RFP for Wireless Local Area Network Solution
RFP RECAP

RFP Opening Date/Time: Tuesday, December 11, 2018 @ 3:00 p.m. (CT)

Number of Vendors Notified: 13,712

Vendors Submitting "No Bids": None

Number of Proposals Considered: 9

Frontier Communications, Inc.	$219,548.02
Frontier Communications, Inc.	$249,288.52
Frontier Communications, Inc.	$268,646.02
Affiliated Telephone, Inc.	$213,204.00
LGI Consortium, LLC	$193,522.53
Presidio Networked Solutions Group, LLC	$192,737.11
NetSync Network Solutions, Inc.	$206,659.12
Solid IT Networks, Inc.	$665,620.82
Nokia of America Corporation	$864,150.00
Weaver Technologies, LLC	$104,489.94
Scientel Solutions, LLC	$854,014.65

Recommended Vendor(s):
NetSync Network Solutions, Inc. $166,417 (Best and Final)

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Sharron Mason July 1, 2019

Sharron Mason Date
Sr. Buyer

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Nancy Corwin x7137

CAPTION

RFB No. 2019-0384-C for a one (1) year contract with four (4) City optional one-year renewals for Preformed Thermoplastic Pavement Markings and Sealer for Public Works to Ennis-Flint, Inc. in the estimated annual amount of $104,455; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	**2018-19 to 2023-24**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget		0	255,603	482,276	**737,879**
Encumbered/Expended Amount		0	-161,766	0	**-161,766**
This Item		0	-40,000	-482,276	**-522,276**
BALANCE		0	53,837	0	**53,837**

FUND(S): General Fund

COMMENTS: Funding for this item is available in the 2018-19 Signs & Markings Budget and is anticipated in future years. This annual contract to provide Preformed Thermoplastic Pavement Markings and Sealer, in the estimated annual amount of $104,455, will leave a current year balance of $53,837. Up to four optional one-year renewals are available to the City of Plano, making the total potential expenditure from this agreement $522,276 provided all renewals are exercised. Future year expenditures will occur within City Council approved appropriations.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	7/5/2019	Memo
Bid Recap	7/24/2019	Bid Recap

Plano
City of Excellence

Memorandum

Date: July 3, 2019

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

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

Subject: 2019-0384-C Preformed Thermoplastic Pavement Markings and Sealer

The Public Works staff recommends the bid of Ennis-Flint, Inc. be awarded the contract for Preformed Thermoplastic Pavement Markings and Sealer. This will be an annual contract with four (4) City optional one (1) year renewals. The estimated annual expenditure is $104,455.16.

If this contract is not awarded by City Council, dangerous public safety issues will continue for drivers and pedestrians traveling throughout the City of Plano due to the lack of pavement markings, road lane dividing markers, stop bars and pedestrian crossing markings due to the age of present material installed.

The funding for this bid is coming from the General Fund – Signs & Markings (01-744).

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

xc: David Falls, Public Works Operations Manager
Robert Moore, Traffic Operations Superintendent
Nancy Corwin, Purchasing Buyer

CITY OF PLANO
BID NO. 2019-0384-C
RFB FOR PREFORMED THERMOPLASTIC PAVEMENT MARKINGS AND SEALER
BID RECAP

Bid Opening Date/Time: July 2, 2019 @ 3:00 p.m.

Number of Vendors Notified: 950

Vendors Submitting "No Bids": 1

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 4

Ennis-Flint, Inc.	$104,455.16
Ozark Materials	$112,502.40
Swarco Americas	$143,233.07
Striping Service and Supply, Inc.	$224,718.10

Recommended Vendor:

Ennis-Flint, Inc.	$104,455.16

Nancy Corwin
Nancy Corwin
Senior Buyer

July 2, 2019
Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2019-0411-B for the Engineering Suite Remodel to Criterion Contractors, Inc. in the amount of $117,475; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,835,944	1,078,310	2,914,254
Encumbered/Expended Amount	0	-1,147,868	0	-1,147,868
This Item	0	-117,475	0	-117,475
Balance	0	570,601	1,078,310	1,648,911

FUND(S): Capital Maintenance Fund

COMMENTS:
Funding for this item is available in the 2018-19 Capital Maintenance Fund budget. Construction of the Engineering Suite Remodel project, in the amount of $117,475, will leave an available current year balance of $570,601 for future expenditures on projects at the Plano Municipal Center or other city facilities.

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	7/31/2019	Memo
Bid Recap	8/1/2019	Bid Recap

Memorandum

Date: July 9, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Engineering Suite Remodel – Bid #2019-0411-B

I have reviewed the bids submitted for the Engineering Suite Remodel. I recommend award to the lowest, responsive, responsible bid which is a Base Bid from Criterion Contractors, Inc. for $97,800.00, Alternate No. 1 $7,800.00, Alternate No. 2 $19,675.00, Alternate No. 3 $17,400.00, and Alternate No. 4 $2,400.00; with the Base Bid and Alternate No. 2 being awarded for a total contract amount of $117,475.00. Alternate No. 2 was awarded without Alternate No. 1 because they were a similar scope of work and only one of the two could be awarded.

Additional bids were submitted by KC Construction Services, Inc. with a Base Bid amount of $98,800.00, Alternate No. 1 $14,000.00, Alternate No. 2 $35,400.00, Alternate No. 3 $12,765.00, and Alternate No. 4 $1,855.00; MXE Creative Builders with a Base Bid amount of $123,777.00, Alternate No. 1 $10,799.00, Alternate No. 2 $22,734.00, Alternate No. 3 $28,836.00, and Alternate No. 4 $1,101.00; and Falkenberg Construction Co., Inc. with a Base Bid amount of $160,937.00, Alternate No. 1 $29,088.00, Alternate No. 2 $49,405.00, Alternate No. 3 $58,538.00, and Alternate No. 4 $10,255.00.

There was one no bid by Clayton Contracting, Inc. due to their workload being such that they would not be able to begin the project for the next 3 to 4 months.

The suite remodel has become necessary due to changing department requirements.

The funding for the project is in the Capital Maintenance Fund Account 54424.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Sandy Bloomer
Matt Yager
Earl Whitaker
Michael Parrish

CITY OF PLANO

RFB No. 2019-0411-B

Engineering Suite Remodel

Bid Recap

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Bid Opening Date/Time: June 13, 2019, at 2:30 PM

Number of Vendors Notified: 1,733

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 4

VENDOR NAME	Base Bid	Alt. No. 2	Total
Criterion Contractors, Inc.	$97,800.00	$19,675.00	$117,475.00
KC Construction Services, Inc.	$98,800.00	$35,400.00	$134,200.00
MXE Creative Builders	$123,777.00	$22,734.00	$146,511.00
Falkenberg Construction Co., Inc.	$160,937.00	$49,405.00	$210,342.00

RECOMMENDED VENDOR

Criterion Contractors, Inc.	TOTAL BID
(Base Bid and Alt. No. 2 Only)	$117,475.00

Michael Parrish

Michael Parrish, Purchasing Agent

July 29, 2019

Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Vehicle Routers (Sierra Wireless Mobile Routers, Shark Fin Antennas, and Accessories) for Technology Services to be utilized by various departments in the amount of $620,158 from CDW-G through an existing contract; and authorizing the City Manager to execute all necessary documents. (NIPA Contract No. 2018011-01) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	800,000	0	800,000
Encumbered/Expended Amount	0	-3,710	0	-3,710
This Item	0	-620,158	0	-620,158
Balance	0	176,132	0	176,132

FUND(S): Technology Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Technology Improvements CIP Fund. This request is to purchase vehicle mobile routers with accessories, in the amount of $620,158, which will leave a current remaining balance of $176,132 for future expenditures in the Technology Improvements CIP Fund.

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. (NIPA Contract No. 2018011-01 / City of Plano Internal Contract No. 2019-0489-O)
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	7/31/2019	Memo
Cooperative Quote Recap	7/25/2019	Cooperative Quote Recap

Memorandum

Date: July 25, 2019

To: Mark D. Israelson, City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Purchase Recommendation for Vehicle Routers

In 2012, the Police Department began migration of their vehicles off the citywide MESH network due to bandwidth and connectivity issues and went with consumer grade Wi-Fi devices. In 2014, the Fire Department and Animal Services also migrated off the MESH network to Wi-Fi devices. These devices gave the first responder vehicles faster and more reliable connectivity than the MESH network but since they were still consumer grade devices they have not held up well in the rough environment of police and fire vehicles.

During the spring of 2017, Technology Services put out a Request for Information on mobile routers and received eight responses that proposed six different solutions. Several of the products did not meet the minimum requirements. Evaluation units of the remaining products were obtained for functionality and performance testing by Technology Services. The products evaluated included in alphabetical order, Cal-Amp Fusion, Cisco IR829, CradlePoint IBR900 with Dock, CradlePoint IBR1100 with and without Dock, Harris MBC-200, and Sierra Wireless MG90.

Upon extensive bench and field-testing, they were scored on 38 different metrics. Some of these metrics were the ability to handle multiple SIM cards from different vendors, support for FirstNet when it is available in our area, the time to switch from one carrier to another, and the total number of available Ethernet ports. Two products met the minimum requirements and most of the desired features, the CradlePoint IBR100 with Dock and the Sierra Wireless MG90. Based on the results of the evaluation, it is our recommendation that the Sierra Wireless MG90 be used in the vehicles. The speed in switching from one carrier to another, as well as the devices ability to power on faster with less power consumption were key components of this decision.

There are other benefits to utilizing this product:

- The router is not carrier dependent, allowing us to move the existing cellular service from the Wi-Fi devices to the router regardless if AT&T or Verizon services the device. The device has the capability of allowing to onboard additional carriers for more redundancy.
- The low-profile shark-fin antenna installed on the roof will replace two cellular, three Wi-Fi, and a GPS antenna in the same enclosure, reducing the number of holes in vehicle roofs. It also raises the height of the antenna from inside the passenger compartment to the roof to give better signal strength.
- Remote configuration and updates are another advantage, eliminating the Technology Services staff having to go to the vehicles when changes are necessary.

The Purchasing Department requested Coop Quotes from vendors (City of Plano Solicitation No. 2019-0489-O) and received three responses. The response from CDW-G via quote no. NIPA 2018011-01 represents the best value option for the City of Plano. The Technology Services Department recommends this quote for procurement of the following equipment and software:

- Two hundred forty seven (247) Sierra Wireless MG90 routers.
- Four hundred ninety four (494) Sierra Wireless 6in1 Antenna.
- Two hundred forty seven (247) Sierra Wireless MG90 mounting brackets.
- Two hundred forty seven (247) Sierra Wireless ACM Client Licenses (FIPS encryption).
- Five (5) Sierra Wireless MG90 AC Adapters.
- Two (2) Sierra Wireless remote installation services.
- One (1) Sierra Wireless device deployment service.
- One (1) Sierra Wireless server software license.
- One (1) year of Air-Link support for each router.
- Estimated shipping charges.

The equipment counts listed will give us enough hardware for all active Animal Services, Fire, and Police vehicles that have mobile computer equipment. It will also be enough for the expected increases in the fleet size in the next year and a sufficient spare inventory for swapping out equipment for any unforeseen issues. All described equipment and software, will result in an initial cost of $620,158.00. The Project Management Office is organizing the installation of the routers by Fleet Services personnel.

If this project is not approved it will leave our public safety vehicles exposed to possible connectivity issues during a single carrier outage in the area such as the one that occurred in the downtown Plano area in December 2014. Mobile routers will allow the vehicles to have redundancy on their connectivity across multiple carriers and prioritization of service over consumer cell service once FirstNet is available here.

CITY OF PLANO
SOLICITATION NO. 2019-0489-O
VEHICLE ROUTERS
(SIERRA WIRELESS MOBILE ROUTERS, SHARK FIN ANTENNAS, AND ACCESSORIES)
COOPERATIVE QUOTE RECAP

Quote Due Date/Time: June 10, 2019 @ 4:00 PM

Number of Vendors Contacted: 6

Number of Quotes Received: 3

Vendor Name	Amount
CDW-G via NIPA 2018011-01	$620,158.00
GTS Technology Solutions, Inc. via DIR-TSO-3652	$624,935.75
Teksys, Inc. via DIR-TSO-4297	$768,222.07

Recommended Vendor	Amount
CDW-G via NIPA 2018011-01	$620,158.00

Lincoln Thompson

Lincoln Thompson, Senior Buyer

June 14, 2019

Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of Vehicle Laptops (Getac Mobile Data Computers, Docking Stations, and Accessories) for Technology Services to be utilized by various departments in the amount of $1,071,035 from Data Source Mobility (DSM) through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4075)
Approved

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	5,571,947	0	5,571,947
Encumbered/Expended Amount	0	-1,676,670	0	-1,676,670
This Item	0	-1,071,035	0	-1,071,035
Balance	0	2,824,242	0	2,824,242

FUND(S): Police Equipment Replacement Fund, Fire Equipment Replacement Fund, and Technology Services Replacement Fund

COMMENTS: Technology Services is requesting to purchase vehicle laptops and accessories to be utilized by various departments for a total cost of $1,071,035. Funding for this item is available in the 2018-19 Police Equipment Replacement Fund for $952,280, Fire Equipment Replacement Fund for $94,464, and Technology Services Replacement Fund for $24,291. The Police Equipment Replacement, Fire Equipment Replacement, and Technology Services Replacement Funds will have a combined remaining balance of $2,824,242 for future expenditures in the 2018-19 Budget.

SUMMARY OF ITEM

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governements to seek competitive bids for items. (Texas Department of Information Resources Contract No. DIR-TSO-4075 / City of Plano Internal Contract No. 2019-0488-O)
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	7/31/2019	Memo
Cooperative Quote Recap	7/25/2019	Cooperative Quote Recap

Memorandum

Date: July 25, 2019

To: Mark D. Israelson, City Manager

From: Chris Chiancone, Chief Information Officer

Subject: Purchase Recommendation for Vehicle Laptops

Due to the age of the laptops in the first responder vehicles, last year Technology Services began researching available models and features of the options currently on the market.

The Fire Department's large apparatus still have Motorola two-piece workstations installed which are all over fifteen years old. These mobile computers have difficulty keeping up with the turn-by-turn directions in the CAD software and are routinely experiencing hardware failures. Parts are no longer available for these models and the only way we have been able to keep them running is from spare parts off the Police vehicles when their Motorola computers were replaced starting in 2013. Most of these computers have been moved between several vehicles over the years as the trucks themselves were replaced more recently than the computers.

The Police Department vehicles as well as some of the smaller Fire Department vehicles and the Animal Services vehicles had their Motorola computers replaced with Getac laptops beginning in 2013. The Getac laptops have held up well but most are out of their five-year warranty so we are moving to replace all the vehicle laptops at this time. Technology Services worked with the departments to identify minimum requirements as well as desired features and identified three models of semi-rugged laptops, which met those needs. The Dell Latitude 14, Getac S410, and Panasonic CF-54 models met those requirements and evaluation units were obtained.

All three laptop models being evaluated had the same general characteristics such as screen size, processor speed, and storage capability. The Police Department did extensive field-testing with all three models installed in a police vehicle and had many officers across the city use that vehicle for a shift. Based on the field-testing as well as a bench comparison where officers voted on their likes and dislikes of each model, the Getac S410 was determined to be the best choice.

The Purchasing Department requested Coop Quotes from vendors (City of Plano Solicitation No. 2019-0488-O) and received three responses. The response from Data Source Mobility (DSM) via quote no. D060719PLANO-S410 represents the best value option for the City of Plano. The Technology Services Department recommends this quote be utilized for procurement of the following equipment and service:

- Three hundred fifty five (355) Getac S410 Laptops with Barcode and RFID readers for the Police Department sworn officers and fleet.
- Forty four (44) Getac 410 Laptops without the Barcode and RFID for the Fire Department and Animal Services vehicles.
- Two hundred nineteen (219) Gamber Johnson vehicle docks.
- Ten (10) Getac S410 office docks.
- One (1) Getac Disk Image validation service.
- Three hundred ninety nine (399) Disk Image Management service.

The quantities indicated give us enough laptops so one is assigned to every sworn officer in the department. These will be assigned to the officers individually and they will take it with them in whichever vehicle they are using that day. Vehicles used by non-sworn personnel will have a laptop locked in the vehicle dock as they are today. The Fire Department and Animal Services vehicles will also have their laptops locked in the dock. We have also accounted for expected increases in the personnel/fleet size in the next year and a sufficient spare inventory for swapping out equipment for any unforeseen issues. All described equipment and software, will result in an initial cost of $1,071,035.18. Each department is covering the costs of this expense from their budget however the purchase is being done by Technology Services at one time to minimize imaging and other expenses to the City of Plano.

If this project is not approved it will leave our first responders with outdated vehicle computers that are inadequate for today's emergency response needs. This project is being run in conjunction with the Vehicle Router project and Fleet Services will be installing the new docks for these laptops while they are installing the routers, which will minimize the amount of time that the vehicles are out of service.

CITY OF PLANO
SOLICITATION NO. 2019-0488-O
VEHICLE LAPTOPS
(GETAC MOBILE DATA COMPUTERS, DOCKING STATIONS, AND ACCESSORIES)
COOPERATIVE QUOTE RECAP

Quote Due Date/Time: June 10, 2019 @ 4:00 PM

Number of Vendors Contacted: 7

Number of Quotes Received: 3

Vendor Name	Amount
Data Source Mobility (DSM) via DIR-TSO-4075	$1,071,035.18
Southern Computer Warehouse (SCW) via DIR-TSO-4075	$1,391,409.35
Complete Tablet Solutions (CTS) via DIR-TSO-3782	$1,449,317.99

Recommended Vendor	Amount
Data Source Mobility (DSM) via DIR-TSO-4075	$1,071,035.18

Lincoln Thompson

Lincoln Thompson, Senior Buyer

June 14, 2019

Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Nancy Corwin x7137

CAPTION

To approve the purchase of Furnishing and Installation of Pavement Marking Material for a one (1) year contract with four (4) City optional one-year renewals for Public Works Department in the estimated annual amount of $775,000 from A & M Maintenance Services, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Richardson Contract No. 58-19) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR:	**2018-19 to 2023-24**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget		309,811	500,000	3,775,000	**4,584,811**
Encumbered/Expended Amount		-309,811	-400,000	0	**-709,811**
This Item		0	-100,000	-3,775,000	**-3,875,000**
BALANCE		0	0	0	**0**

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2018-19 Capital Maintenance Fund and is anticipated in future years. This agreement to furnish and install pavement marking materials, in the amount of $775,000 annually with four city optional one year renewals, will use all of the funding allocated for pavement markings and buttons if used in its entirety.

SUMMARY OF ITEM

See Recommendation Memo.
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. (The City of Richardson Contract No. 58-19 and City of Plano Internal Contract No. 2019-0290-I)

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/6/2019	Memo

Plano
City of Excellence

Memorandum

Date: July 23, 2019

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

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

Subject: **Furnishing & Installation of Pavement Marking Material (City of Plano Contract 2019-0290-I)**

The Public Works staff recommends participating on the City of Richardson contract 58-19 for the Annual Requirements Contract for Furnishing and Installation of Pavement Marking Material with A & M Maintenance Services, Inc. to furnish and install pavement marking materials. Of the Cooperative Contracts reviewed, the City of Richardson's contract had the best pricing. The City of Richardson bid award was approved by their City Council June 10, 2019. This will be an annual contract with four (4) City optional one (1) year renewals. The estimated annual expenditure is $775,000.

If this contract is not awarded by City Council, dangerous public safety issues will continue for drivers traveling throughout the City of Plano due to the lack of pavement markings, road lane dividing markers and maintenance of existing pavement markings and missing road lane dividing markers due to the age of present material installed.

The funding for this bid is coming from the Capital Reserve Fund – Pavement Thermoplastic Markings/Buttons (35-51150).

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

cc: David Falls, Public Works Operations Manager
Robert Moore, Traffic Operations Superintendent.
Nancy Corwin, Purchasing Buyer

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

To approve the purchase of Engineering Suite Furniture Replacement in the amount of $172,522 from Texas Furniture Source, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Omnia Partners Contract No. R142208, Omnia Partners Contract No. R142217, PISD Contract No. 2016-084, TXMAS Contract No. TXMAS-19-7101) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,835,944	1,078,310	2,914,254
Encumbered/Expended Amount	0	-1,147,868	0	-1,147,868
This Item	0	-172,522	0	-172,522
Balance	0	515,554	1,078,310	1,593,864

FUND(S): Capital Maintenance Fund

COMMENTS:
Funding for this item is available in the 2018-19 Capital Maintenance Fund budget. Furniture replacement in conjunction with the Engineering Suite Remodel project, in the amount of $172,522, will leave an available current year balance of $515,554 for future expenditures on projects at the Plano Municipal Center or other city facilities.

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. (Omnia Partners Contract No. R142208, Omnia Partners Contract No. R142217, PISD Contract No. 2016-084, TXMAS Contract No. TXMAS-19-7101, City of Plano Contract No. 2019-0512-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	8/6/2019	Memo
Cooperative Quote Recap	7/31/2019	Cooperative Quote Recap

Memorandum

Date: July 9, 2019

To: Mark D. Israelson
City Manager

Via: B. Caleb Thornhill
Director of Engineering

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Engineering Suite Furniture Replacement – Bid #2019-0512-O

I have reviewed the bids submitted for the Engineering Suite Furniture Replacement. I recommend award to the lowest responsive, responsible bid which is from Texas Furniture Source, Inc., in the amount of $172,521.69. Additional bids were submitted by McKinney Office Supply, in the amount of $173,463.37; Business Interiors, in the amount of $213,944.86; and Wilson Office Interiors, LLC, in the amount of $240,784.81. Texas Furniture Source, Inc. was also the only vendor to quote all items requested.

The existing furniture is 29 years old, is at the end of its life expectancy and has deteriorated such that replacement is needed.

The funding for the project is in the Capital Maintenance Fund Account #54424.

Please contact me if you have any questions.

/md

cc: Jim Razinha
Sandy Bloomer
Matt Yager
Michael Parrish
Earl Whitaker

Quote No. 2019-0512-O

Engineering Suite Furniture

Cooperative Quote Recap

==========

Quote Due Date/Time: July 2, 2019 at 5:00 PM

Number of Vendors Contacted: 6

Vendors Submitting "No Bids": 0

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 4

VENDOR NAME	AMOUNT
Texas Furniture Source, Inc.	$172,521.69
McKinney Office Supply (Partial Quote)	$173,463.37
Business Interiors (Partial Quote)	$213,944.86
Wilson Office Interiors, LLC (Partial Quote)	$240,784.81

RECOMMENDED VENDOR	AMOUNT
Texas Furniture Source, Inc.	$172,521.69

Michael Parrish
Michael Parrish, Senior Buyer

July 29, 2019
Date

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Environmental Waste Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Tiffany Stephens

CAPTION

To approve the terms and conditions of a Second Amendment to Contract between City of Plano and Allied Waste Systems, Inc. for Residential Recycling Processing Services, authorizing its execution by the City Manager; and providing an effective date. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2029-30	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): Sustainability & Environmental Services Fund

COMMENTS: This item approves a second contract amendment between the City of Plano and Allied Waste Systems, Inc. (dba Republic Services of Plano) for residential recycling processing services. With this amendment, the estimated expenditures are variable at this time; however, all expenditures will be made within the approved budget appropriations.

SUMMARY OF ITEM

The Second Amendment to the contract between the City of Plano and Republic Services for residential recycling processing services modifies payment terms to remove the $80,000 cap for residential processing expenses.

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
Recommendation Memo	8/1/2019	Memo
Residential Recycling Processing Services 2nd Amendment	8/8/2019	Contract

Memorandum

Date: July 22, 2019

To: Mark D. Israelson, City Manager

From: Ryan Delzell, Environmental Waste Services Manager

Subject: Processing Expenses

The recycling industry has experienced substantial changes over the past three years. With China no longer taking large shipments of recycling from the United States, commodity values have decreased significantly. As a result, costs to the City of Plano have increased to process our recyclables.

The current residential recycling processing contract with Republic Services states the City of Plano will not exceed $80,000 in processing expenses within any fiscal year. Through the first 8 months of FY 2018-19, the City has paid approximately $78,000 to process recyclables. In order to maintain this contract, staff recommends an amendment to remove the cap of $80,000. If the amendment is not approved, the Republic Services has the option to terminate the contract, leaving the City without a provider to process recyclables collected through the residential curbside recycling program.

SECOND AMENDMENT TO CONTRACT BETWEEN CITY OF PLANO AND ALLIED WASTE SYSTEMS, INC FOR RESIDENTIAL RECYCLING PROCESSING SERVICES

This Second Amendment to Contract Between City of Plano and Allied Waste Systems, Inc. for Residential Recycling Processing Services (this "Amendment") is entered into as of August 12, 2019 ("Effective Date"), between the City of Plano, a home-rule municipality (the "City"), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Plano ("Contractor").

Recitals

A. The City and Contractor entered into that certain Residential Recycling Processing Agreement, dated January 5, 2011 (the "Contract").

B. The City and Contractor amended the Contract on August 30, 2017 (the "First Amendment").

C. The City and Contractor have now agreed to modify certain payment terms as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree to the following terms and conditions:

1. **Amendment.** Section 5.02, Marketing, is amended as follows:

The parties hereto understand that the market for Recyclable Materials may fluctuate throughout the term of this Contract. The term "market" shall mean any market including but not limited to local, state, national and international markets regardless of whether a profit is made. If for three consecutive months, the market price for any one or more of the Recyclables drops to the point that any or all of the Materials can no longer be sold, whether with or without a profit, City shall, at its option:

(a) Remove one or more of such Materials from City collection; or
(b) After Processing by Contractor, contract with a third party to transport and store the Materials; or
(c) After Processing by Contractor, contract with a third party to transport and dispose of the Materials; or
(d) After Processing by Contractor, utilize any other market for the Materials; or
(e) Divert newspapers to City's composting operation; or
(f) After Processing by Contractor, in the event that the market price for any one or more of the Recyclables is $0.00 or negative so that marketing of the Materials would cause the Contractor to incur costs, City will pay the actual market cost for each respective commodity. No fees or charges, other than Processing Allowances, will be paid.

Contractor shall continue to Process Materials as long as City continues to pay Contractor the Processing Allowances, regardless of the profitability of such Processing. Except as otherwise provided herein, Contractor shall, throughout the term of this Agreement, continue to transfer materials to end markets.

Deduction of Processing Allowances shall be full compensation to Contractor for Processing services. If at any time during the term of this Contract, the market for Recyclables is such that Processing Allowances cannot be fully deducted from Gross Revenues, thereby obligating the City to pay Contractor Processing Allowances, the City shall pay the Contractor Processing Allowances.

2. **Capitalized Terms**. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Contract.

3. **Continuing Effect.** Except as expressly modified or amended by this Second Amendment, all terms and provisions of the Contract, as modified by the First Amendment, shall remain in full force and effect. In the case of a conflict in meaning between the Contract, the First Amendment and this Second Amendment, this Second Amendment shall prevail, followed by the provisions of the First Amendment, and then finally by the provisions of the Contract.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:	**CITY:**
ALLIED WASTE SYSTEMS, INC.	CITY OF PLANO
By: _____	By: _____
Name: _____	Name:_____
Title: _____	Title:_____

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an increase to the current awarded contract amount of $46,710 by $16,243, for a total contract amount of $62,953, for Park Forest North & Russell Creek Water Rehabilitation, Project No. 6842, from Alliance Geotechnical Group, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0475-X; Modification No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	233,055	1,867,000	0	**2,100,055**
Encumbered/Expended Amount	-233,055	-1,849,033	0	**-2,082,088**
This Item	0	-16,243	0	**-16,243**
Balance	0	1,724	0	**1,724**

FUND(S): Street Improvements CIP

COMMENTS: Funding for this item is available in the 2018-19 Street Improvements CIP. Modifications to the existing materials testing contract for the Park Forest North & Russell Creek Water Rehabilitation project, in the amount of $16,243, will leave an available balance of $1,724 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of Contract Modification No. 1 for the increase in the construction material testing professional services agreement with Alliance Geotechnical Group, Inc., a

Texas Corporation, in the amount of $16,243, for the Park Forest North & Russell Creek Water Rehabilitation project.

Contract Modification No. 1 includes additional construction materials testing required for additional pavement replacement along Crockett Ct. and other streets within the project limits. The construction materials testing includes in-place density testing, engineer tech and project manager labor, and vehicle trip charges.

If this contract modification is not approved, the required construction materials testing required per the City of Plano construction specifications would not be performed and therefore inadequate materials may be constructed without the proper testing to identify them, resulting in the reduction of pavement design life, increased maintenance costs, and reducing the quality of life for local residents and motorists.

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
Location Map	7/25/2019	Map

SPANISH TRL
MANTISSA DR
MANITOWOC DR
MINTER RD
SCARLET DR
STOCKTON TRL
MACINTOSH DR
CHICOTA DR
GORDON OAKS DR
BRIAN LN
Project Location
SEABROOK DR
MCDONALD LN
CUMBERLAND TRL
GLYNDON DR
COLMAR DR
COFFEYVILLE TRL
COFFEYVILLE CT
CHINABERRY TRL
CHALK CT
CADDO
KIOWA CT
UTE CT
CROCKETT CT
ALAMO CT
SAN ANTONIO CT
RAINIER RD
ALLEGHENY TRL
DODGE CT
GILA CT
FORT SCOTT CT
CALIFORNIA TRL
MONAHANS CT
LOCKHART DR
BLANCO CT

0 250 500
Feet

Plano

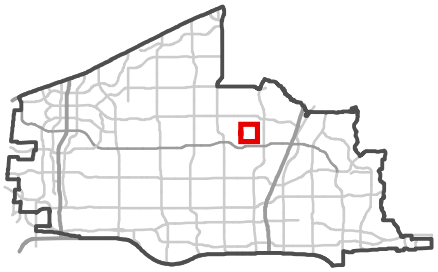
City of Plano GIS Division
July 2017

Park Forest North and Russell Creek Water Rehab

Project No. 6842

Page 67

Project Location



georgetau D:\Projects\Engineering\LocatorMaps\2017\07-05_Project 6842 Park Forest and Russell Creek\Park Forest and Russell Creek Water Rehab.mxd

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Stephanie Shaffer

CAPTION

To approve an increase to the current awarded contract amount of $1,577,973 by $56,385, for a total contract amount of $1,656,937, for Peachtree and Laurel Lane 18-Inch Sanitary Sewer Interceptor, Project No. 6809, from Wilson Contractor Services, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0372-B; Change Order No. 2)
Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	69,994	1,823,395	0	**1,893,389**
Encumbered/Expended Amount	-69,994	-1,657,311	0	**-1,727,305**
This Item	0	-56,385	0	**-56,385**
Balance	0	109,699	0	**109,699**

FUND(S): Street Improvements CIP, Sewer CIP

COMMENTS: Funding for this item is available in the 2018-19 Street Improvements CIP and Sewer CIP. The second change order to the construction contract for the Peachtree & Laurel Lane project, in the amount of $56,385, will leave a project balance of $109,699 available for future expenditures on this or other Street Improvement and Sewer CIP projects.

SUMMARY OF ITEM

The Engineering Department recommends approval of Change Order No. 2 for the increase in the

construction contract sum with Wilson Contractor Services, LLC, in the amount of $56,385, for the Peachtree and Laurel Lane 18-Inch Sanitary Sewer Interceptor.

Change Order No. 2 includes additional removal and replacement of pavement and sidewalk identified during construction, additional tree removal for retaining wall construction, substitution of a cast in place manhole for the originally contracted pre-cast manhole to connect existing lateral to the constructed sewer pipe line, credit of barrier free ramp and driveway pavement due to unforeseen conditions in the field during construction, and design corrections to the constructed retaining wall to adjust grades to bring the adjacent sidewalk into compliance with accessibility standards.

If this change order is not approved, continued deterioration of pavement will occur, the construction of the sanitary sewer line cannot be completed, the sidewalk and retaining wall will not meet accessibility standards, and the trees will continue to undermine the integrity of the newly constructed retaining wall; resulting in continued maintenance costs and a reduction of the quality of life for residents along the construction zone.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an increase to the current awarded contract amount of $729,974 by $70,063, for a total contract amount of $800,037, for Erosion Control - 2105, 2109, & 2113 Briarcreek Lane, Project No. 6837, from Davis Construction, Inc. dba DCI Contracting, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0334-B; Change Order No. 1) **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: **2018-19**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	170,435	589,693	0	**760,128**
Encumbered/Expended Amount	-170,435	-518,693	0	**-689,128**
This Item	0	-70,063	0	**-70,063**
Balance	0	937	0	**937**

FUND(S): Municipal Drainage CIP

COMMENTS:

Funding for this item is available in the 2018-19 Municipal Drainage CIP. The first change order to the existing construction contract for the Erosion Control 2105, 2109, & 2113 Briarcreek Lane project, in the amount of $70,063, will leave a current year balance of $937 available for this or other Municipal Drainage projects.

SUMMARY OF ITEM

The Engineering Department recommends approval of Change Order No. 1 for the increase in the construction contract with Davis Construction, Inc. dba DCI Contracting, Inc., a Michigan Corporation, in the amount of $70,063, for the Erosion Control 2105, 2109, & 2113 Briarcreek Lane project.

Change Order No. 1 includes additional scope and working days added to the project. Additional removal of trees and gabion mattresses are required to connect the top of the gabion basket wall to the existing residential property. Additional concrete encasement is also needed around the sanitary sewer pipe to protect the sewer line at the existing stream banks. Also, new steel straps are required along the sanitary sewer line because the old straps do not meet current specifications and cannot be reinstalled. Lastly, additional 6" concrete driveway pavement is required to cover the entire length of the resident's driveway that was damaged due to construction access.

If this change order is not approved, the existing stream bank at the top of the gabion wall will not be properly protected from channel flows. Continued erosion and stream bank failure would continue along the existing stream bank, resulting in continued maintenance costs and a reduction in the quality of life for adjacent residential properties.

Strategic Plan Goal:

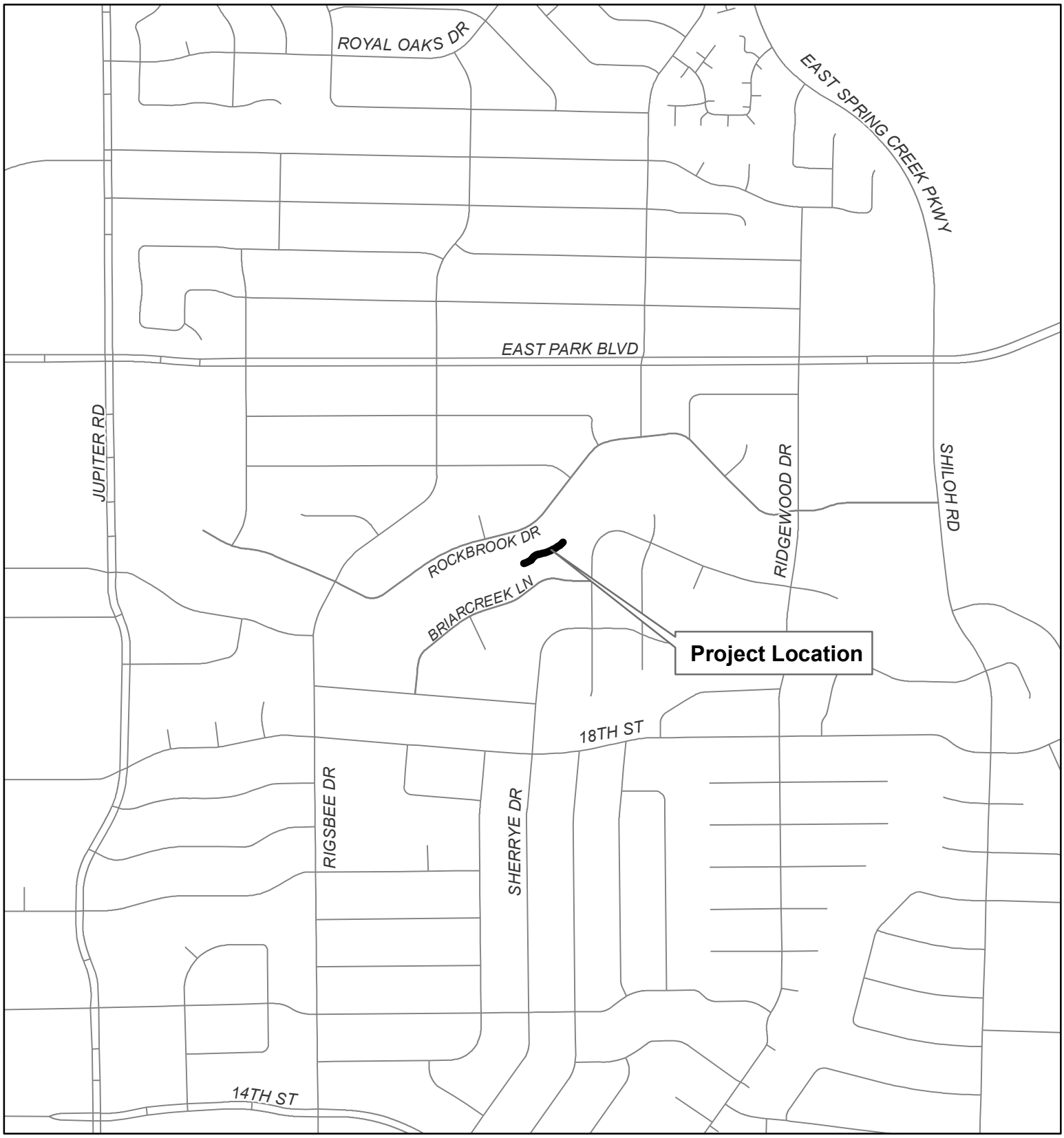
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location map	7/30/2019	Map



0 400 800
Feet

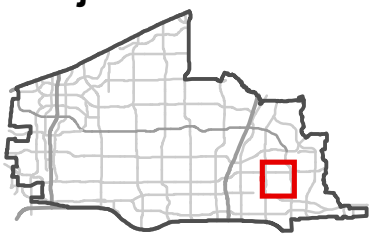
Plano

City of Plano GIS Division
March 2018

Erosion Control
2105, 2109, & 2113
Briarcreek Lane

Project No. 6837

Project Location



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CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Lauren Higgins

CAPTION

To approve an expenditure for Professional Engineering Services for Screening Walls - Red Wolf Ln and 15th St, Project No. 7134, in the amount of $248,190 from JQ Infrastructure, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: **2018-19 to 2020-21**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	50,000	1,500,000	**1,550,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-45,000	-203,190	**-248,190**
Balance	0	5,000	1,296,810	**1,301,810**

FUND(S): Street Improvements CIP

COMMENTS:
Funding for this item is available in the 2018-19 Street Improvements CIP and is planned for future years. Professional services for the Screening Walls - Red Wolf Ln and 15th St project, in the total amount of $248,190 will leave a project balance of $1,301,810 available for future project expenditures.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of $248,190 for Professional Engineering Services from JQ Infrastructure, LLC for the Screening Walls - Red Wolf Lane and 15th Street. The total expenditure is for $248,190.

JQ Infrastructure, LLC was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2017-0284-X.

The benefit of this project includes the reconstruction of deteriorating neighborhood infrastructure including screening walls, sidewalks, and adjacent alley pavement.

Not approving the expenditure would result in continuing deterioration of neighborhood infrastructure, including screening walls, sidewalks, and alley pavement, resulting in increased maintenance costs and a reduction of the quality of life for neighboring residents.

Strategic Plan Goal:

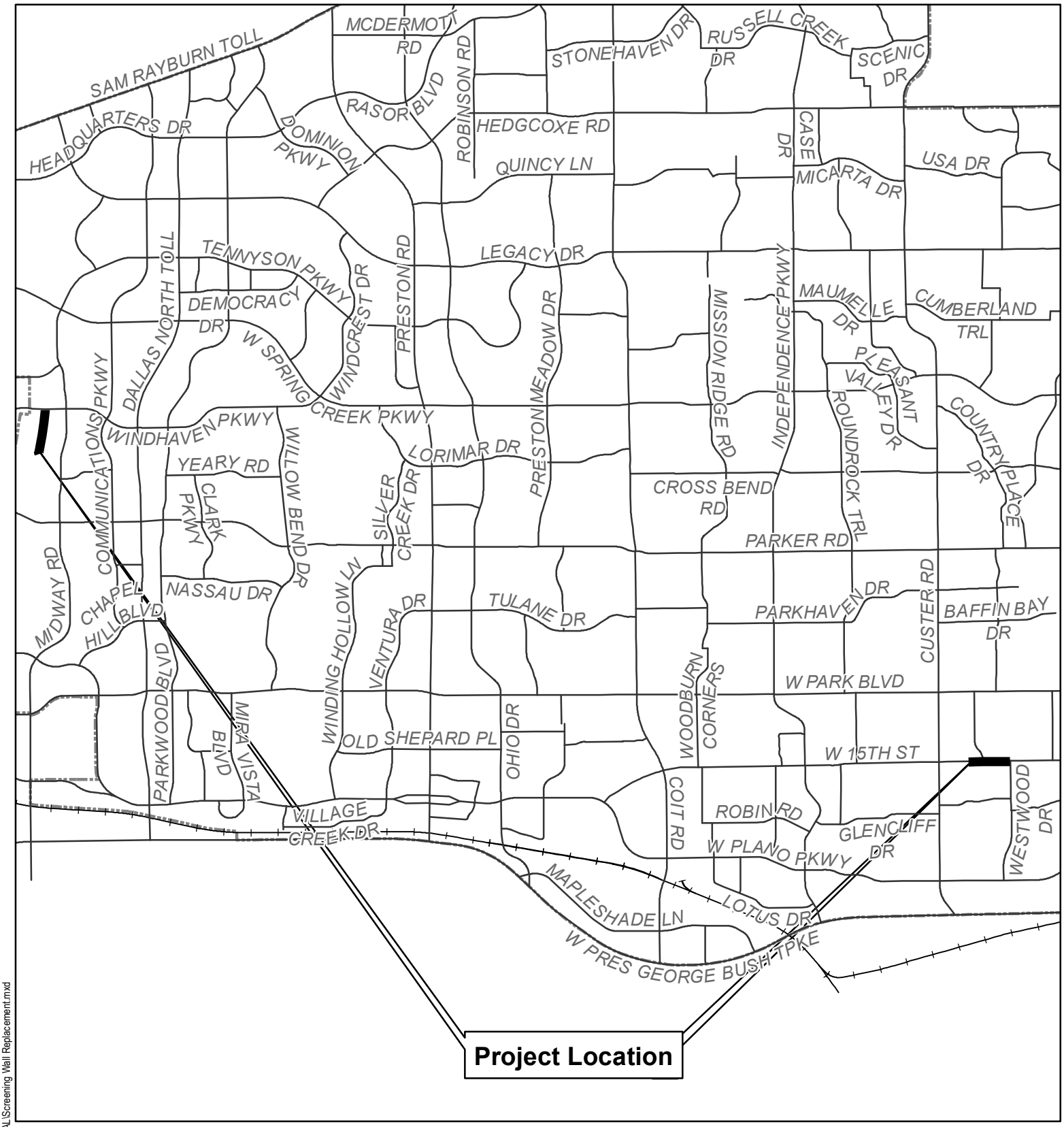
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Location map	7/31/2019	Map

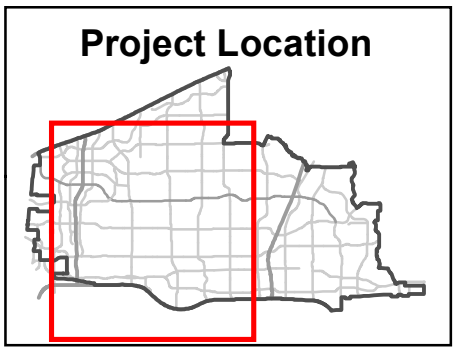


0 2,150 4,300
Feet

Plano

City of Plano, BI/GIS
July 2019

Screening Walls - Red Wolf Ln and 15th St Project No. 7134



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CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Masergy Communications, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Moved to August 26, 2019.**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20 through 2029-30	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	**0**	46,299,587	**0**	46,299,587
Encumbered/Expended Amount	**0**	-1,015,965	-11,140,154	-12,156,119
This Item	**0**	-487,800	**0**	-487,800
Balance	**0**	44,795,822	-11,140,154	33,655,668

FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND

COMMENTS:
Funding for this item is available in the Economic Development Incentive Fund.

SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Masergy Communications, Inc., a Delaware corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Masergy Communications, Inc. agrees to occupy

90,000 gross square feet of office space at 2740 North Dallas Parkway, Plano, TX 75093 and transfer, retain or create up to 542 Job Equivalents by 12/31/2024.
http://bit.ly/2WZQ3nP

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Masergy Communications_Chpt 380 Agmt_08-12-19	7/1/2019	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City"), and Masergy Communications, Inc., a Delaware corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of voice, video and data network connectivity services and plans to add Seven Million Eight Hundred Thousand Dollars ($7,800,000) of Real Property improvements and Four Million Two Hundred Thousand Dollars ($4,200,000) of Business Personal Property ("BPP") on the Real Property; and

WHEREAS, Company agrees to occupy at least 90,000 gross square feet of office space and transfer or create up to 542 Job Equivalents, above the existing employment of 120, to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the City Council finds that the occupancy of at least 90,000 gross square feet of office space and the creation or transfer of up to 542 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq*. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the office space on the Real Property or September 30, 2019, whichever occurs first.

"Company" shall mean Masergy Communications, Inc., a Delaware corporation.

"Baseline Job Equivalents" shall mean One Hundred Twenty (120) employees of the Company who are located at the Real Property and each employee is paid at least 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

"Event of 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, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Job Equivalent" shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company. For Purposes of this Agreement, Job Equivalents shall not include the initial One Hundred Twenty (120) Baseline Job Equivalents located at the Property and for which Company received payment in a prior Agreement.

"Real Property" or "Property" shall mean 2740 North Dallas Parkway, Plano, TX 75093.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) By the Commencement Date, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By September 30, 2019, create or transfer at least 248 Job Equivalents in addition to the 120 Baseline Job Equivalents for which the Company received payment in a prior agreement and maintain the additional Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents and Baseline Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2024, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 294 additional Job Equivalents, for a total of up to 542 Job Equivalents, in addition to the 120 Baseline Job Equivalents for which the Company received payment in a prior agreement, and maintain those Job Equivalents and the Baseline Job Equivalents on the Real Property throughout the Agreement; and

(d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV
Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Four Hundred Eighty-Seven Thousand Eight Hundred Dollars ($487,800) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By September 30, 2019, Company shall occupy the office space and transfer or create at least 248 Job Equivalents to the Real Property, in addition to the existing 120 Baseline Job Equivalents, and maintain the additional Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Two Hundred Twenty-Three Thousand Two Hundred Dollars ($223,200). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (d) not earlier than March 31, 2020 and not later than June 30, 2020. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(b) By December 31, 2024, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 294 Job Equivalents for a total maximum number of 542 Job Equivalents at the Real Property, in addition to the 120 Baseline Job Equivalents for which the Company received payment in a prior agreement, to be eligible to receive a second (2nd) grant payment of up to Two Hundred Sixty-Four Thousand Six Hundred Dollars ($264,600) which may be pro-rated at Nine Hundred Dollars ($900) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d) not later than January 31, 2025 to be eligible for the second (2nd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2025 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(b), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2025.

(c) Beginning January 31, 2021, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages as set out in Section 4.03.**

(d) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Nine Hundred Dollars ($900) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not

entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) If the Company fails to maintain occupancy at the Property, in default of Article III, Section (a) herein, at any point during the term of the agreement, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and employees of Company, as required by Article III herein, are present and performing their job duties on a full time basis on the site. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(d) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V
Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to

such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI
Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII
Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety

(90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII
Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Mark D. Israelson
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas

Attention: Ms. Paige Mims
City Attorney
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Masergy Communications, Inc.
Attention: Mr. Garry Gay
Vice President, Human Resources
2740 North Dallas Parkway, Suite 260
Plano, TX 75093

8.05 **Compliance with Equal Rights Ordinance.** Company 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."

Company 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 contract will be placed on hold.

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

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

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of

the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

_____
Lisa C. Henderson, CITY SECRETARY

_____
Mark D. Israelson, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

ATTEST:

MASERGY COMMUNICATIONS, INC., a Delaware company

_____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Masergy Communications, Inc. has occupied the office space and transferred or added at least 248 additional Job Equivalent positions at the Real Property by September 30, 2019, in addition to maintaining the 120 Baseline Job Equivalents at the Property and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Masergy Communications, Inc. has failed to occupy the office space and/or has failed to transfer or add at least 248 Job Equivalent positions at the Real Property by September 30, 2019, in addition to maintaining the 120 Baseline Job Equivalents at the Property and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

MASERGY COMMUNICATIONS, INC., a Delaware company

_____
Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

_____
Date

NOTE: This form is due not earlier than March 31, 2020 and not later than June 30, 2020.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Masergy Communications, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Masergy Communications, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was ____.

_____ b. I hereby certify that Masergy Communications, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Masergy Communications, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

_____ c. (**FOR USE IN JANUARY 2025 ONLY IF APPLICABLE**) I hereby certify that Masergy Communications, Inc. is in compliance with all terms and conditions of the Agreement and that as of December 31, 2024, Masergy Communications, Inc. has added ___ total number of Job Equivalents (not to exceed 294), in addition to the 248 initial Job Equivalents and the 120 Baseline Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(b). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was ____.

ATTEST:

_____
Name: _____
Title: _____

_____
Date

MASERGY COMMUNICATION, INC., a Delaware company

By: _____
Name: _____
Chief Financial Officer

NOTE: This form is due by January 31 of each year beginning on January 31, 2021, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Reata Pharmaceuticals, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2022-23 through 2032-33	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	**0**	**46,299,587**	**0**	46,299,587
Encumbered/Expended Amount	**0**	-1,015,965	-11,140,154	-12,156,119
This Item	**0**	-2,725,000	**0**	-2,725,000
Balance	**0**	42,558,622	-11,140,154	31,418,468

FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND

COMMENTS:
Funding for this item is available in the Economic Development Incentive Fund.

SUMMARY OF ITEM

A request to approve an Economic Development Incentive Agreement for Reata Pharmaceuticals, Inc., a Delaware corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Reata Pharmaceuticals, Inc. agrees to occupy 300,000 gross square feet of office space at the Southwest corner of Legacy Drive and Communications Parkway, Plano, TX 75024 and transfer, retain or create up to 700 Job Equivalents by 12/31/2024.

http://bit.ly/2Yf0zvW

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Reata Pharmaceuticals_Chpt 380 Agmt	8/7/2019	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas ("City"), and Reata Pharmaceuticals, Inc., a Delaware corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of clinical biopharmaceutical identification, development and commercialization of therapeutics and plans to add One Hundred Fifty Million Dollars ($150,000,000) of Real Property improvements and Fifteen Million Dollars ($15,000,000) of Business Personal Property ("BPP") on the Real Property; and

WHEREAS, Company agrees to occupy at least 300,000 gross square feet of office space and transfer or create up to 700 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the City Council finds that the occupancy of at least 300,000 gross square feet of office space and the creation or transfer of up to 700 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq*. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Commencement Date" shall mean the earlier of the occupancy of the office space on the Real Property or December 31, 2022 whichever occurs first.

"Company" shall mean Reata Pharmaceuticals, Inc., a Delaware corporation.

"Event of 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, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company's operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

"Job Equivalent" shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

"Real Property" or "Property" shall mean Southwest corner of Legacy Drive and Communications Parkway, Plano, TX 75024.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) By the Commencement Date, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By December 31, 2022, create or transfer at least 500 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2024, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may create or transfer up to 200 additional Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV
Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Two Million Seven Hundred Twenty-Five Thousand Dollars ($2,725,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By December 31, 2022, Company shall occupy not less than 300,000 gross square feet of office space and transfer or create at least 500 Full-Time Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Seven Hundred Fifty Thousand Dollars ($750,000). The payment will not be pro-rated.

(b) Subject to compliance with Section 4.02(a) above, Company may submit itemized relocation and occupancy expenses for approval to be eligible to receive a payment of up to Six Hundred Seventy-Five Thousand Dollars ($675,000) to offset relocation and occupancy expenses. Failure to comply with this Section 4.02(b) shall not subject the grant in Section 4.02(a) to forfeiture.

(c) Subject to compliance with Section 4.02(a) above, Company may submit itemized costs paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to One Million Dollars ($1,000,000). Failure to comply with this Section 4.02(c) shall not subject the grant in Section 4.02(a) to forfeiture.

Company must submit the Initial Certificate of Compliance form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Section 4.02 not earlier than June 30, 2023 and not later than September 30, 2023.

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(d) By December 31, 2024, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 200 Job Equivalents for a total maximum number of 700 Job Equivalents at the Real Property to be eligible to receive a fourth (4th) grant payment of up to Three Hundred Thousand Dollars ($300,000) which may be pro-rated at One Thousand Five Hundred Dollars ($1,500) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(e) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III, Sections (a), (b) and (d) not later than January 31, 2025 to be eligible for the fourth (4th) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2025 annual certification if Company qualifies for a fourth (4th) grant payment pursuant to this Section 4.02(d), unless the City reasonably objects to the certification. In no event will the City make the fourth (4th) grant payment prior to January 1, 2025.

(e) Beginning January 31, 2024, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages as set out in Section 4.03.**

(f) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the entire grant. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Five Hundred Dollars ($1,500) for each lost Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to maintain occupancy of the Property for the entire term of the Agreement, Company shall refund the City the entire grant amounts paid to Company by City for relocation expenses associated with Company's occupancy of the Property and permit and fee rebates pursuant to Section 4.02(b) and (c). These refunds are in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) If the Company fails to maintain occupancy at the Property, in default of Article III, Section (a) herein, at any point during the term of the agreement, the full amount of the entire grant paid shall be refunded by Company to the City immediately. Occupancy of the site shall mean that the Company is regularly open and operating their business at the Property and employees of Company, as required by Article III herein, are present and performing their job duties on a full time basis on the site. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(d) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V
Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI
Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

(a) Five (5) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII
Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII
Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Mark D. Israelson
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Ms. Paige Mims
City Attorney
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Reata Pharmaceuticals, Inc.
Attention: Ms. Betty Eldridge
AVP, Financial Planning & Analysis
5320 Legacy Drive
Plano, TX 75024

8.05 **Compliance with Equal Rights Ordinance.** Company 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."

Company 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 contract will be placed on hold.

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

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

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

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

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

_____
Lisa C. Henderson, CITY SECRETARY

_____
Mark D. Israelson, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

ATTEST:

REATA PHARMACEUTICALS, INC., a Delaware company

_____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
INITIAL CERTIFICATE OF COMPLIANCE
Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Reata Pharmaceuticals, Inc. has occupied at least 300,000 gross square feet of office space and transferred or added at least 500 Full-Time Job Equivalent positions at the Real Property by December 31, 2022, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Full-Time Job Equivalents is _____.

_____ b. I hereby certify that Reata Pharmaceuticals, Inc. has failed to occupy at least 300,000 gross square feet of office space and/or has failed to transfer or add at least 500 Job Equivalent positions at the Real Property by December 31, 2022, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is _____.

_____ c. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Reata Pharmaceuticals, Inc. has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Six Hundred Seventy-Five Thousand Dollars ($675,000) attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of that Agreement in the amount of _____ Dollars.

_____ d. I hereby certify that Reata Pharmaceuticals, Inc. has failed to submit itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Six Hundred Seventy-Five Thousand Dollars ($675,000) and is not entitled to receive payment in accordance to Section 4.02(b) of that Agreement.

_____ e. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that Reata Pharmaceuticals, Inc. has submitted for approval itemized costs paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to One Million Dollars ($1,000,000), attached hereto as Exhibit "2", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(c) of that Agreement in the amount of _____ Dollars.

_____ f. I hereby certify that Reata Pharmaceuticals, Inc. has failed to submit itemized costs paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction of the headquarters facility in Plano, Texas for reimbursement up to One Million Dollars ($1,000,000) and is not entitled to receive payment in accordance with Section 4.02(c) of that Agreement.

ATTEST:

REATA PHARMACEUTICALS, INC., a Delaware company

_____
Name:
Title: _____

By: _____
Name: _____
Chief Financial Officer

_____
Date

This certification is due not earlier than June 30, 2023 and not later than September 30, 2023.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Reata Pharmaceuticals, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Reata Pharmaceuticals, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was ____.

_____ b. I hereby certify that Reata Pharmaceuticals, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Reata Pharmaceuticals, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____ and that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

_____ c. (**FOR USE IN JANUARY 2025 ONLY IF APPLICABLE**) I hereby certify that Reata Pharmaceuticals, Inc. is in compliance with all terms and conditions of the Agreement and that as of December 31, 2024, Reata Pharmaceuticals, Inc. has added ___ total number of Job Equivalents (not to exceed 700), in addition to the 500 initial Job Equivalents, and is entitled to receive a fourth (4th) grant payment in accordance with Section 4.02(d). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was ____.

ATTEST:

REATA PHARMACEUTICALS, INC., a Delaware company

_____

Name: _____

Title: _____

By: _____

Name: _____

Chief Financial Officer

_____

Date

NOTE: This form is due by January 31 of each year beginning on January 31, 2024, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Eco Dev

Department Head: Sally Bane

Agenda Coordinator: Paula Date

CAPTION

To approve the terms and conditions of an Economic Development Incentive Agreement for Tax Rebate for calendar years 2022-2032 by and between Reata Pharmaceuticals, Inc., a Delaware corporation, and the City of Plano, Texas, authorizing its execution by the City Manager, and providing an effective date. **Approved**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2022-23 through 2032-33	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS:
Funding for this item is available in the General Revenue Fund.

SUMMARY OF ITEM

A request from Reata Pharmaceuticals, Inc., to relocate its business in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Reata Pharmaceuticals, Inc. agrees to occupy at least 300,000 square feet of office space at the Southwest corner of Legacy Drive and Communications Parkway, Plano, TX 75024 and transfer or create up to 700

Full-Time Job Equivalents by 12/31/2024.

http://bit.ly/2Yf0zvW

Strategic Plan Goal:

Strong Local Economy

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Reata Pharmaceuticals_Tax Rebate Agmt	8/7/2019	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
TAX REBATE

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Reata Pharmaceuticals, Inc., a Delaware corporation ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of clinical biopharmaceutical identification, development and commercialization of therapeutics and plans to add One Hundred Fifty Million Dollars ($150,000,000) of Real Property improvements and Fifteen Million Dollars ($15,000,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 300,000 gross square feet of office space and transfer or create up to 700 Full-Time Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Council finds that the occupancy of at least 300,000 gross square feet of office space and the creation or transfer of up to 700 Full-Time Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Ad Valorem Property Taxes" means those taxes paid each year to City of Plano for the Real Property and the Personalty. Ad Valorem Property Taxes excludes taxes paid to any taxing entities other than the City of Plano.

"Company" shall mean Reata Pharmaceuticals, Inc., a Delaware corporation.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Commencement Date" shall mean December 31, 2022 subject to the occupancy of the office space on the Real Property.

"Personalty" shall mean the tangible business personal property owned by the Company located at the Real Property, excluding inventory and supplies, and used within the office space on the Real Property.

"Real Property" or "Property" shall mean the building occupied by Company at Southwest corner of Legacy Drive and Communications Parkway, Plano, TX 75024, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) years thereafter, unless sooner terminated as provided herein. The tax abatement rebate as to Real Property and Personalty improvements, as provided for herein, shall be for a period of ten (10) years, from January 1, 2023 until December 31, 2032.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Article IV below, the Company agrees to perform the following:

(a) On or before December 31, 2022, occupy at least 300,000 gross square feet of office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2022, Company shall place Personalty with an assessed value as determined by the Collin Central Appraisal District of not less than Fifteen Million Dollars ($15,000,000) on the Real Property for the 2023 tax year. Company shall maintain the taxing situs of the Personalty on the Real Property; and

(c) By December 31, 2022, Company shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 300,000 gross square feet of office space with an assessed taxable value of not less than One Hundred Fifty Million Dollars ($150,000,000) for **new improvements added** to the Real Property as determined by the Collin Central Appraisal District for the 2023 tax year; and

(d) For the duration of the Agreement, Company must annually pay the Real Property and Personalty taxes owed the City and not become delinquent in such payment. No cash rebate shall be issued by the City unless and until the taxes are paid; and

(e) For the duration of the Agreement, Company shall not remove the Personalty placed on the Real Property pursuant to Article III (b) above if it results in an assessed taxable value less than the minimum required by Article III (b); and

(f) For the duration of the Agreement, the assessed taxable value of the Real Property improvements shall not be protested if it results in an assessed taxable value less than the minimum required by Article III (c).

Article IV
Economic Development Grant

4.01 Subject to Company complying with each of the obligations set out in Article III above and filing of the certification requirement set out in Section 4.02 below, the City agrees to provide the Company a cash economic development grant as set out herein. Beginning January 1, 2023 and annually thereafter for the term of the Agreement, the City shall pay to Company a cash rebate equal to fifty percent (50%) of Real Property taxes and fifty percent (50%) of Personalty taxes paid by Company to the City of Plano based on assessment value as determined by the Collin Central Appraisal District. In calculating the annual cash rebate amount, the City shall not include any interest or penalties that may be assessed for late payments.

4.02 Beginning January 1, 2023, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than May 1 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the May 1 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in Company's forfeiture of the rebate for that calendar year. City will make the payment within thirty (30) days of receipt of each annual certification if it reflects compliance with the terms of the Agreement.

Article V
Default and Termination

5.01 Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Company allows its personalty taxes or real property improvement taxes owed the City to become delinquent, and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Company fails to construct and occupy the Real Property improvements required in Article III (c) for the term of the agreement. Occupy the Real Property shall mean that the Company is regularly open and operating their business at the Property and employees of Company are present and performing their job duties on a full time basis at the site; or

(c) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Article III (c) as a result of the Company's protest; or

(d) Company or Company's duly authorized representative fails to provide the annual certification as required in Section 4.02; or

(e) Company fails to comply with the Assignment provision in Article VI below; or

(f) Company has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

5.02 In the event that the Company defaults under Section 5.01(b) of this Agreement, the City shall give Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5.01(a), (c), (d), (e) and/or (f) above, the City shall give the Company written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

5.03 Upon the occurrence of an event of default under Section 5.01(f) above and that remains uncured, all cash rebate monies paid to the Company by the City without the benefit of this Agreement, shall become due and owing to the City from the Company, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

5.04 Upon the occurrence of an event of default under Section(s) 5.01 (a), (b), (c), (e) and/or (f) above and that remains uncured, at the City's sole option, it may require repayment of all or a portion of previously paid cash rebates by the City to the Company. City shall exercise such option within 120 days of notice of default.

5.05 The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI
Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VII
Right to Inspect

The Company agrees that the City, its agents and employees, shall have reasonable right (upon reasonable prior notice to Company) to access and to inspect the Personalty at the Real Property. The right of inspection shall continue during the term of this Agreement.

Article VIII
Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for the City:
City of Plano, Texas
Attention: Mr. Mark D. Israelson
City Manager
1520 Avenue K
P.O. Box 860358 Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Ms. Paige Mims
City Attorney
1520 Avenue K
P.O. Box 860358 Plano, TX 75086-0358

If intended for the Company:
Reata Pharmaceuticals, Inc.
Attention: Ms. Betty Eldridge
AVP, Financial Planning & Analysis
5320 Legacy Drive
Plano, TX 75024

8.05 **Compliance with Equal Rights Ordinance.** Company 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."

Company 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 contract will be placed on hold.

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

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

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

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

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

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

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

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

_____
Lisa C. Henderson, CITY SECRETARY

_____
Mark D. Israelson, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

ATTEST:

REATA PHARMACEUTICALS, INC., a Delaware company

_____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF COLLIN:

BEING a tract of land situated in the Henry Cook Survey, Abstract No.183, City of Plano, Collin County, Texas and being a portion of a called 16.0258 acre tract of land described in a deed to Diodes Incorporated, recorded in Instrument No. 20080701000802860, Official Public Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum disk found for the southeast corner of said 16.0258 acre tract, common to the northeast corner Lot 3, Block A, according to the Replat of Ericsson Village Addition Lots 2R and 3, Block, as recorded in Instrument No. 20150623010002250, Map Records of Collin County, Texas, same being on the westerly right of way line of Communications Parkway, a variable width right of way, according to the plat recorded in Cabinet M, Page 40 of the Map Records of Collin County, Texas;

THENCE North 00°43'46" West, along the easterly line of said 16.0258 acre tract and the westerly right of way line of said Communications Parkway, a distance of 348.60 feet to the POINT OF BEGINNING of herein described tract of land;

THENCE departing the easterly line of said 16.0258 acre tract and the westerly line of said Communication Parkway, and crossing said 16.0258 acre tract the following courses and distances:

South 89°21'20" West, a distance of 297.77 feet to a point for corner;

North 0°38'40" West, a distance of 205.65 feet to a point for corner;

North 46°24'04" East, a distance of 388.61 feet to a point for corner;

South 45°39'36" East, a distance of 11.91 feet to a point for corner, same being on the easterly line of said 16.0258 acre tract and the westerly right of way of said Communications Parkway;

THENCE South 00°43'46" East, along the easterly line of said 16.0258 acre tract and the westerly line of said Communications Parkway, a distance of 174.98 feet to a point for corner, from which a 5/8-inch iron rod with a red plastic, stamped "KHA" found bears, North 10°17' East, a distance of 1.00 feet;

THENCE South 02°21'09" East, continuing, along the easterly line of said 16.0258 acre tract and the westerly line of said Communications Parkway, a distance of 150.06 feet to a 1/2-inch iron rod found for corner;

THENCE South 00°43'46" East, continuing, along the easterly line of said 16.0258 acre tract and the westerly line of said Communications Parkway, a distance of 137.06 feet to the POINT OF BEGINNING and containing 2.322 acres (101,132 square feet) of land, more or less.

EXHIBIT "B"
CERTIFICATION FORM

[DATE]

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

RE: Certification Form – Tax Rebate Economic Development Agreement (the "Agreement") between Reata Pharmaceuticals, Inc., a Delaware corporation ("Company"); and the City of Plano.

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement and is entitled to a tax rebate equal to an amount of fifty percent (50%) of Real Property taxes and fifty percent (50%) of Personalty taxes at the Real Property. The term of the tax rebate pursuant to the Agreement is January 1, 2023 through December 31, 2032. **This form is due no later than May 1, 2023 and on or before May 1 of each year thereafter that the Agreement is in force.**

REATA PHARMACEUTICALS,
INC., a Delaware company

By: _____
Name: _____
Title: _____

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Emergency Management.

Department Head: Carrie Reyes

Agenda Coordinator: Nick Robison

CAPTION

Resolution No. 2019-8-1(R): To authorize the filing of application for federal funds in an amount not to exceed $251,091.89 under the Fiscal Year 2019 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 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	0	0
Balance	0	0	0	0

FUND(S): Grant Fund

COMMENTS: This item authorizes the City of Plano to file an application for Federal funds. If approved, the City of Plano may be awarded an amount not to exceed $251,091.89.

SUMMARY OF ITEM

See attached memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo - 2019 Homeland Security Grant	7/26/2019	Memo
Resolution - 2019 Homeland Security Grant	7/17/2019	Resolution

Memorandum

Date: July 26, 2019

To: Greg Rushin, Interim Deputy City Manager

From: Carrie Reyes, Director of Emergency Management

Subject: Resolution for Acceptance of Grant Award

Beginning in 2005, the Plano Department of Emergency Management has applied for, received, administered, and managed grant programs issued by the Department of Homeland Security. Two separate grant funding programs, the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI) have provided funding totaling $4,180,016.78 for projects related to police, fire, emergency management, and public safety communications preparedness and response efforts.

One of the grant requirements for funding allocation requires the city to approve by council resolution, the grant award and assignment of authorized official. The authorized official approves budgetary and project requests in the state administered grant funding web-portal system. During my five year tenure in the City of Plano, I have been appointed as the authorized official for Department of Homeland Security grant projects.

As we enter into grant fiscal year 2019, a council resolution must be approved prior to the acceptance, award, and expenditure of grant funds. Therefore, the Plano Department of Emergency Management is requesting a Resolution for Acceptance of Homeland Security Grant Funding not to exceed $251,091.89 under the Fiscal Year 2019 Homeland Security Grant Program. The funding would be utilized to support equipment and/or vehicle purchases for Plano Fire Department Hazardous Materials Unit and Plano Police Department Hazardous Devices Unit. Additionally, the resolution continues the practice of naming the Director of Emergency Management as the authorized official given authority to accept, reject, alter, or terminate all or portions of the grant on behalf of the city.

A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed $251,091.89 under the Fiscal Year 2019 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2019 Homeland Security Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

WHEREAS, the City desires to apply for grants identified with the following grant numbers: 3916701 (2019 UASI- Plano Hazmat); 3918101 (2019 UASI- Plano EOD Suits); 3917701 (2019 UASI- Plano HDU Vehicle); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Director of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grants on behalf of the application agency.

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

Section I. The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2019 Homeland Security Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

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

DULY PASSED AND APPROVED this the 12th day of August, 2019.

_____
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: 8/12/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2019-8-2 as requested in Zoning Case 2019-010 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 116 for Arcade on 0.1 acre of land located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-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: Custer Park Partners, LLC **Conducted and adopted**

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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-010 Follow-Up	7/30/2019	P/Z Follow-up Memo
ZC 2019-010 Write-Up	7/30/2019	Staff Report
ZC 2019-010 Locator	7/30/2019	Map
ZC 2019-010 Aerial	7/30/2019	Map
ZC 2019-010 Zoning Exhibit (Bold)	7/30/2019	Map
ZC 2019-010 Letter from Applicant	7/30/2019	Letter
ZC 2019-010 Ordinance with Exhibits	8/1/2019	Ordinance

DATE: July 16, 2019

TO: Honorable Mayor & City Council

FROM: M. Nathan Barbera, 1st Vice Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of July 15, 2019

AGENDA ITEM NO. 4 - PUBLIC HEARING
ZONING CASE 2019-010
APPLICANT: CUSTER PARK PARTNERS, LLC

Request for a Specific Use Permit for Arcade on 0.1 acre located 71 feet west of Custer Road and 166 feet south of Parker Road. Zoned Planned Development-90-Retail. Project #ZC2019-010.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

Speaker Card(s) Received	Support: 12	Oppose: 0	Neutral: 0
Letters Received Within 200' Notice Area:	Support: 0	Oppose: 0	Neutral: 0
Petition Signatures Received:	Support: 0	Oppose: 0	Neutral: 0
Other Responses:	Support: 2	Oppose: 0	Neutral: 0

STIPULATIONS:

Recommended for approval subject to the following:

1. Arcade machines have the following restrictions:

   a. Maximum of 70 computers, 5 gaming consoles, and 5 cabinet machines are permitted.

   b. Must not have wireless internet capability or access.

2. Alcohol must not be served.

FOR CITY COUNCIL MEETING OF: August 5, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

CF/amc

xc: Renate Johansen, Custer Park Partners, LLC
Fred Bemenderfer, Roome Surveying
Zichuan Qin (Marcus), Tenant
Jeanna Scott, Building Inspections Manager

https://goo.gl/maps/pXiq4aG5g7FB6pZN9

CITY OF PLANO

PLANNING & ZONING COMMISSION

July 15, 2019

Agenda Item No. 4

Public Hearing: Zoning Case 2019-010

Applicant: Custer Park Partners, LLC

DESCRIPTION:

Request for a Specific Use Permit for Arcade on 0.1 acre located 71 feet west of Custer Road and 166 feet south of Parker Road. Zoned Planned Development-90-Retail. Project #ZC2019-010.

REMARKS:

The subject property is a 2,863 square foot lease space within the second floor of an existing retail shopping center. The applicant is requesting a Specific Use Permit (SUP) for Arcade to open a computer gaming business. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines arcade as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines.

The existing zoning is Planned Development-90-Retail (PD-90-R). The Retail district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. 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.

Additionally, Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

> "The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure

compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions."

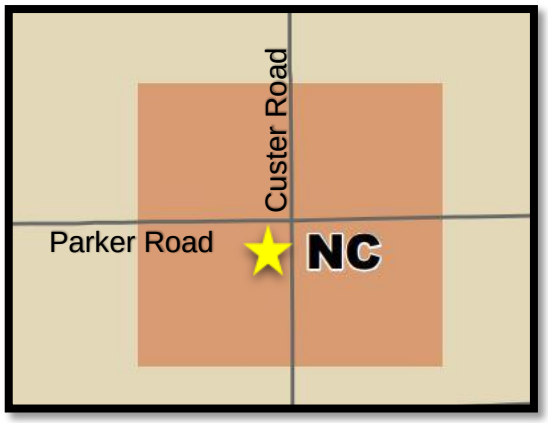
Surrounding Land Use and Zoning

North	Existing shopping center with retail, restaurant, and personal service shop uses zoned PD-90-R
East	Across Custer Road, existing shopping center with retail, restaurant, grocery store, arcade, and personal service shop uses zoned PD-90-R with SUP No. 42 for arcade
South	Existing shopping center with grocery store, retail, restaurant, and personal services uses zoned PD-90-R
West	Existing shopping center with retail, restaurant, and personal service shop uses zoned PD-90-R with SUP Nos. 196 for Private Club, and 196 for Trade School

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 Center (NC).

The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods. The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.



The NC designation recommends retail, service, and office uses which serve adjacent neighborhoods. The addition of an arcade would increase the mix of commercial

neighborhood scale entertainment uses in this development. This request is in conformance with the Future Land Use Map designation.

ISSUES:

Use Separations

Section 15.100 (Arcades) of Article 15 (Use-specific Regulations) of the Zoning Ordinance requires arcades to be separated from certain uses. The distances are measured in a straight line from the front door of the arcade to be permitted to the nearest property line of the associated use. These requirements are as follows:

1. Residential zoning: Minimum 300 foot separation. There are no residential zoning districts within 300 feet of the subject property.

2. Religious facilities: Minimum 300 foot separation. There are no religious facilities within 300 feet of the subject property.

3. Public or parochial schools: Minimum 1,000 foot separation. There are no public or parochial schools within 1,000 feet of the subject property.

Use Standards

As a part of this request, the applicant has committed to several restrictions on their business operations, as described in their attached letter. These standards are as follows:

1. Limiting the number of machines;

2. Machines will not have wireless internet capability or access; and

3. No alcohol will be served.

The purpose of these restrictions is to alleviate potential concerns about the businesses operations.

Summary

The proposed arcade is complimentary to the existing retail shopping center which includes a variety of nonresidential uses, and the request is in conformance with the plan. Staff is in support of the requested SUP.

RECOMMENDATION:

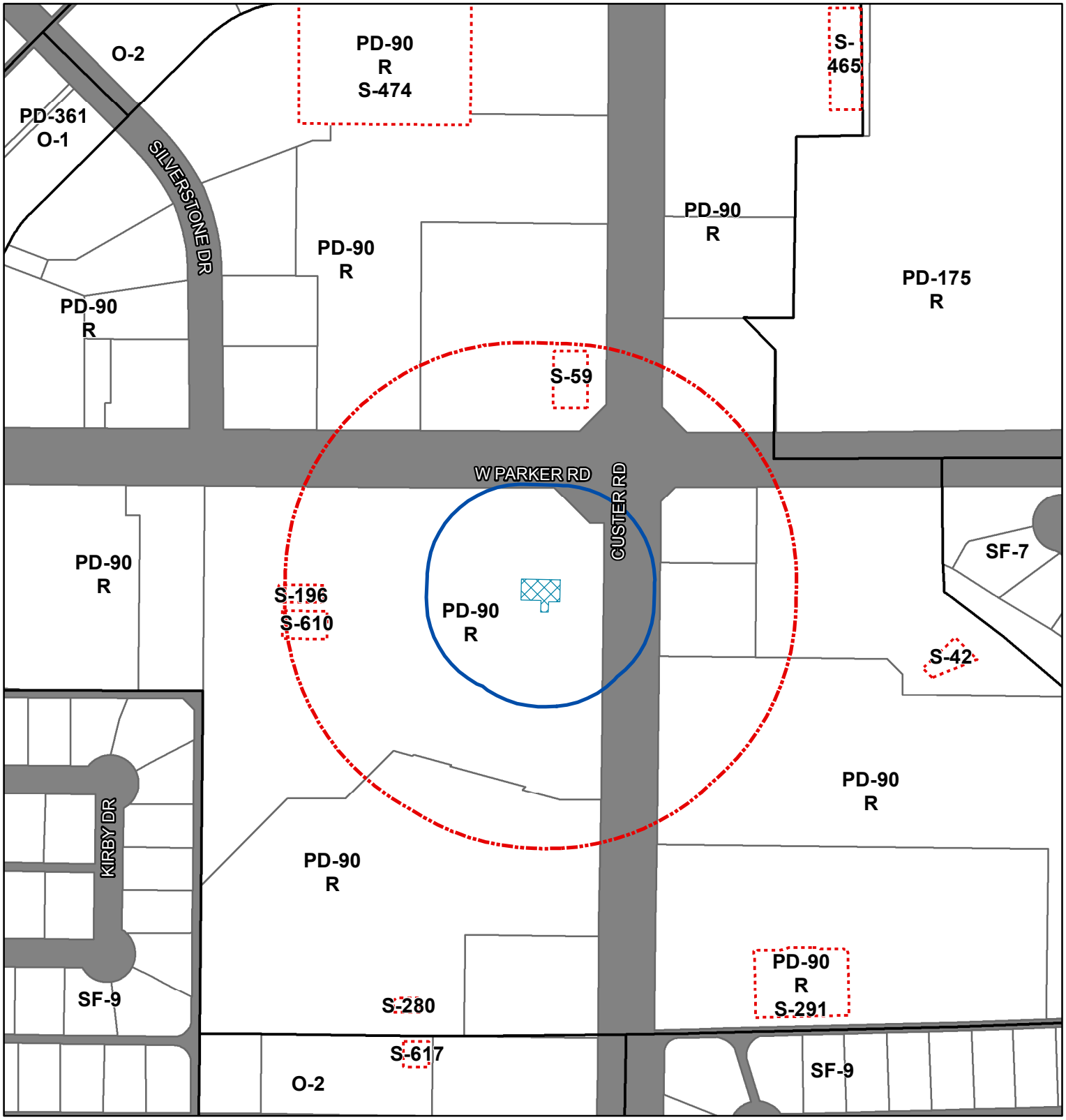
Recommended for approval subject to the following:

1. Arcade machines have the following restrictions:

a. Maximum of 70 computers, 5 gaming consoles, and 5 cabinet machines are permitted.

b. Must not have wireless internet capability or access.

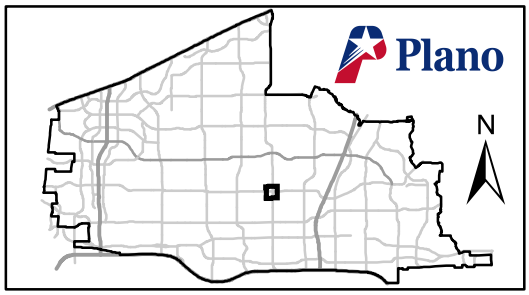
2. Alcohol must not be served.



Zoning Case: 2019-010

Title: Planned Development-90-Retail (PD-90-R)

Zoning: Specific Use Permit for Arcade

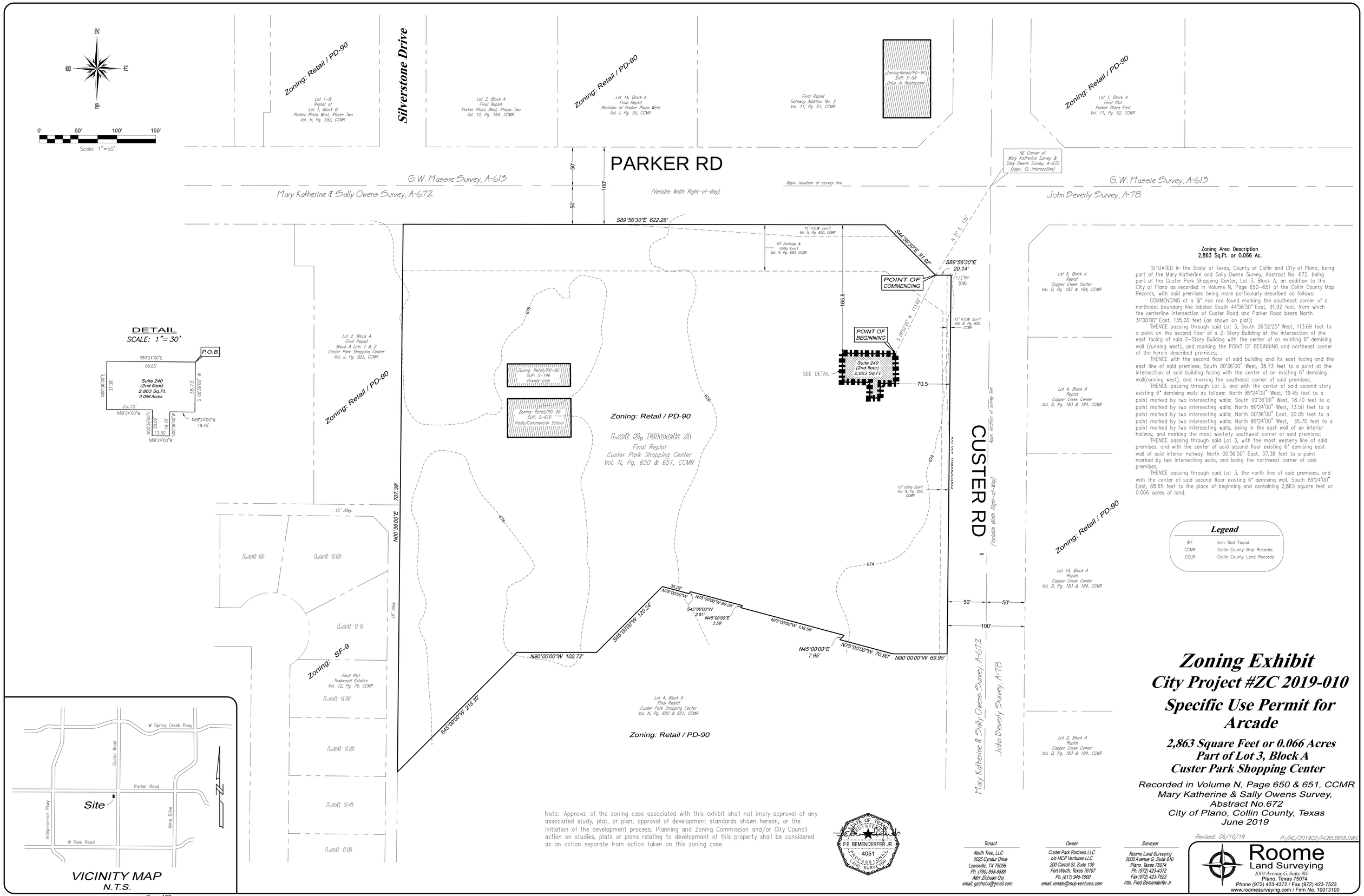


500' Courtesy Notification Buffer
200' Notification Buffer
Subject Property
Zoning Boundary Change/SUP
City Limits
Zoning Boundary
Specific Use Permit
Streets

0 185 370 740
Feet

Source: City of Plano

Source: City of Plano



Zoning Area Description
2,863 Sq.Ft. or 0.066 Ac.

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Mary Katherine and Sally Owens Survey, Abstract No. 672, being part of the Custer Park Shopping Center, Lot 3, Block A, an addition to the City of Plano as recorded in Volume N, Page 650-651 of the Collin County Map Records, with said premises being more particularly described as follows:

COMMENCING at a ½" iron rod found marking the southeast corner of a northeast boundary line labeled South 44°56'30" East, 91.92 feet, from which the centerline intersection of Custer Road and Parker Road bears North 31°00'00" East, 135.00 feet (as shown on plat);

THENCE passing through said Lot 3, South 26°52'25" West, 113.69 feet to a point on the second floor of a 2-Story Building at the intersection of the east facing of said 2-Story Building with the center of an existing 6" demising wall (running west), and marking the POINT OF BEGINNING and northeast corner of the herein described premises;

THENCE with the second floor of said building and its east facing and the east line of said premises, South 00°36'00" West, 38.73 feet to a point at the intersection of said building facing with the center of an existing 6" demising wall(running west), and marking the southeast corner of said premises;

THENCE passing through Lot 3, and with the center of said second story existing 6" demising walls as follows: North 89°24'00" West, 19.45 feet to a point marked by two intersecting walls; South 00°36'00" West, 18.70 feet to a point marked by two intersecting walls; North 89°24'00" West, 13.50 feet to a point marked by two intersecting walls; North 00°36'00" East, 20.05 feet to a point marked by two intersecting walls; North 89°24'00" West, 35.70 feet to a point marked by two intersecting walls, being in the east wall of an interior hallway, and marking the most westerly southwest corner of said premises;

THENCE passing through said Lot 3, with the most westerly line of said premises, and with the center of said second floor existing 6" demising east wall of said interior hallway, North 00°36'00" East, 37.38 feet to a point marked by two intersecting walls, and being the northwest corner of said premises;

THENCE passing through said Lot 3, the north line of said premises, and with the center of said second floor existing 6" demising wall, South 89°24'00" East, 68.65 feet to the place of beginning and containing 2,863 square feet or 0.066 acres of land.

Legend

IRF	Iron Rod Found
CCMR	Collin County Map Records
CCLR	Collin County Land Records

Zoning Exhibit
City Project #ZC 2019-010
Specific Use Permit for Arcade

2,863 Square Feet or 0.066 Acres
Part of Lot 3, Block A
Custer Park Shopping Center

Recorded in Volume N, Page 650 & 651, CCMR
Mary Katherine & Sally Owens Survey,
Abstract No.672
City of Plano, Collin County, Texas
June 2019

Note: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

Tenant	Owner	Surveyor
North Tree, LLC 5025 Cyndur Drive Lewisville, TX 75056 Ph. (760) 858-8888 Attn: Zichuan Qui email: gzchoho@gmail.com	Custer Park Partners LLC c/o MCP Ventures LLC 200 Carroll St. Suite 130 Fort Worth, Texas 76107 Ph. (817) 945-1600 email: renate@mcp-ventures.com	Roome Land Surveying 2000 Avenue G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bemenderfer Jr.

Revised: 06/10/19 P:/AC/201902/AC853958.DWG

Roome
Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

To City of Plano

As the e-sport industry rapid developed recent years all over the world, places like Panda Q Gaming Lab has been desired for individual gamers and e-sport teams who seeking to practice their gaming skills with the most professional experience. We will be having 50 top line PCs with headsets, open 7 days a week, from 12pm-12am. Bottled drinks and snacks will be provided. Alcohol will not be served. The whole environment will be peace and quiet, very similar to a work place that comfortable enough for players to come.

When it comes to network security, fast and stable network system is required to be able to run 50 PCs, each PC has its own cable line, 50 individual cables connect to a network server, which is a higher-level network system than any public or home networks. High level network system is one of the major components that support 50PCs playing games at the same time, that means a residential Wi-Fi network will not able to support them.

Panda Q Gaming Lab is a perfect place for all gamers, as well as expert gamers who seeking to join e-sport as their career. Instead of them investing a PC to get start, we will provide great equipment they need to practice out better skills. In general, the age range of our target customers will be between 18-35. Customers who under 13 years old want to join our membership require their parents to help with sign up. Hopefully, our business will help expert gamers out to have an easy start to their career, and fun place to enjoy for all e-sport players. We appreciate the City of Plano for this opportunity. Thank you.

Sincerely,

Marcus Qiu

Panda Q Gaming Lab

Zoning Case 2019-010

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 116 for Arcade on 0.1 acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of August 2019, for the purpose of considering granting Specific Use Permit No. 116 for Arcade on 0.1 acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of August 2019; and

WHEREAS, the granting of Specific Use Permit No. 116 for Arcade on 0.1 acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail will not be detrimental to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that the granting of the specific use permit will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 116 for Arcade on 0.1 acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 71 feet west of Custer Road and 166 feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail, said property being more fully described on the legal description in Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following:

1. Arcade machines have the following restrictions:

a. Maximum of 70 computers, 5 gaming consoles, and 5 cabinet machines are permitted.

b. Must not have wireless internet capability or access.

2. Alcohol must not be served.

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 12TH DAY OF AUGUST 2019.

_____

Harry LaRosiliere, MAYOR

ATTEST:

_____

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

_____

Paige Mims, CITY ATTORNEY

Zoning Case 2019-010

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Mary Katherine and Sally Owens Survey, Abstract No. 672, being part of the Custer Park Shopping Center, Lot 3, Block A, an addition to the City of Plano as recorded in Volume N, Page 650-651 of the Collin County Map Records, with said premises being more particularly described as follows:

COMMENCING at a ½" iron rod found marking the southeast corner of a northeast boundary line labeled South 44°56'30" East, 91.92 feet, from which the centerline intersection of Custer Road and Parker Road bears North 31°00'00" East, 135.00 feet (as shown on plat);

THENCE passing through said Lot 3, South 26°52'25" West, 113.69 feet to a point on the second floor of a 2-Story Building at the intersection of the east facing of said 2-Story Building with the center of an existing 6" demising wall (running west), and marking the POINT OF BEGINNING and northeast corner of the herein described premises;

THENCE with the second floor of said building and its east facing and the east line of said premises, South 00°36'00" West, 38.73 feet to a point at the intersection of said building facing with the center of an existing 6" demising wall(running west), and marking the southeast corner of said premises;

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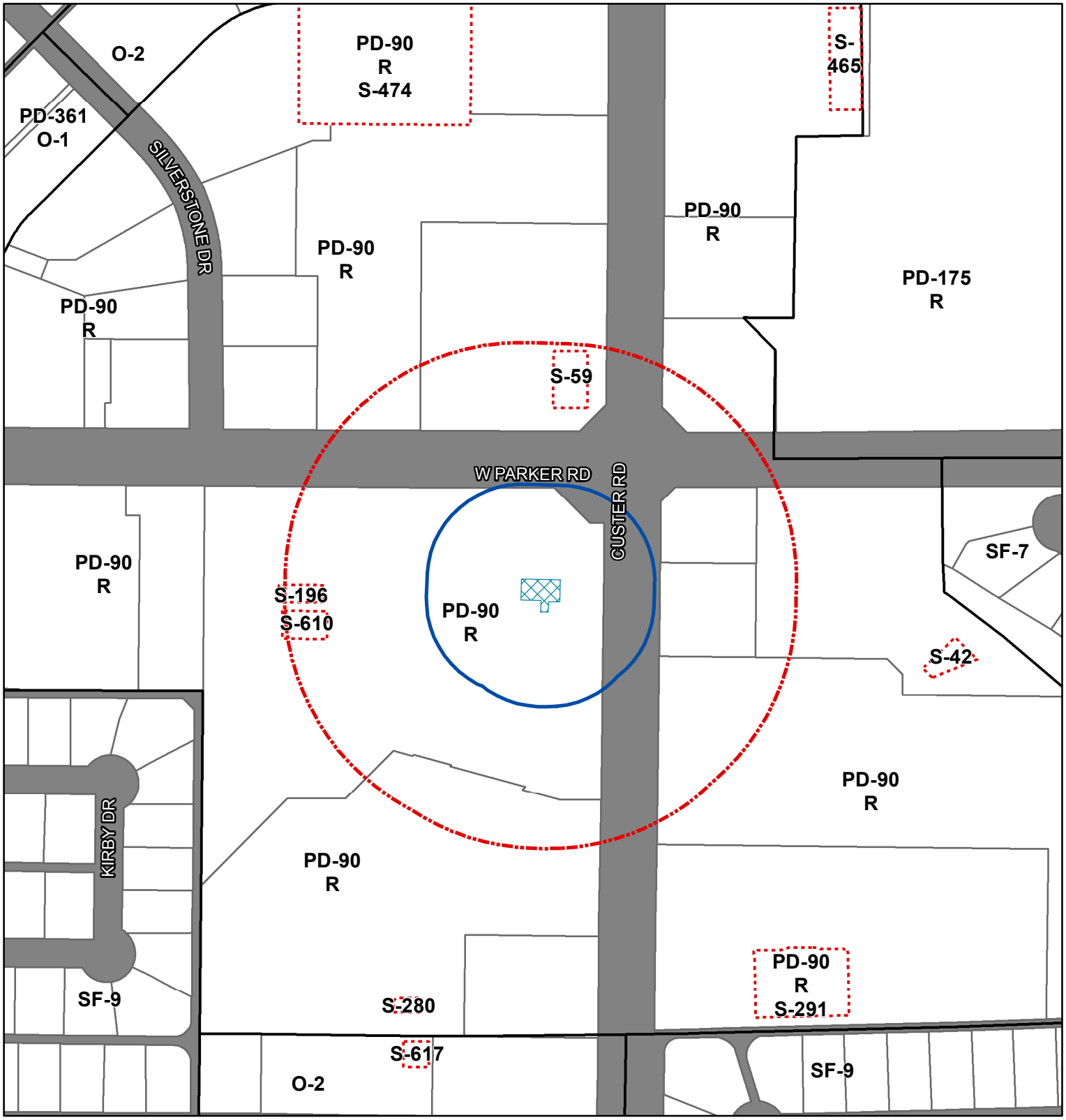
THENCE passing through said Lot 3, with the most westerly line of said premises, and with the center of said second floor existing 6" demising east wall of said interior hallway, North 00°36'00" East, 37.38 feet to a point marked by two intersecting walls, and being the northwest corner of said premises;

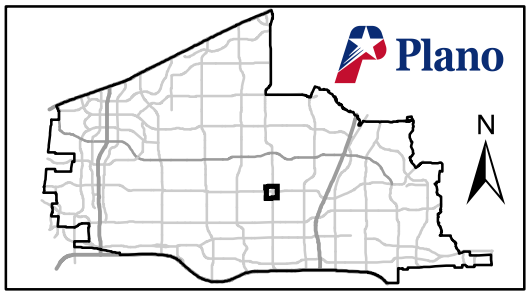
THENCE passing through said Lot 3, the north line of said premises, and with the center of said second floor existing 6" demising wall, South 89°24'00" East, 68.65 feet to the PLACE OF BEGINNING and CONTAINING 2,863 square feet or 0.066 acres of land.



Zoning Case: 2019-010

Title: Planned Development-90-Retail (PD-90-R)

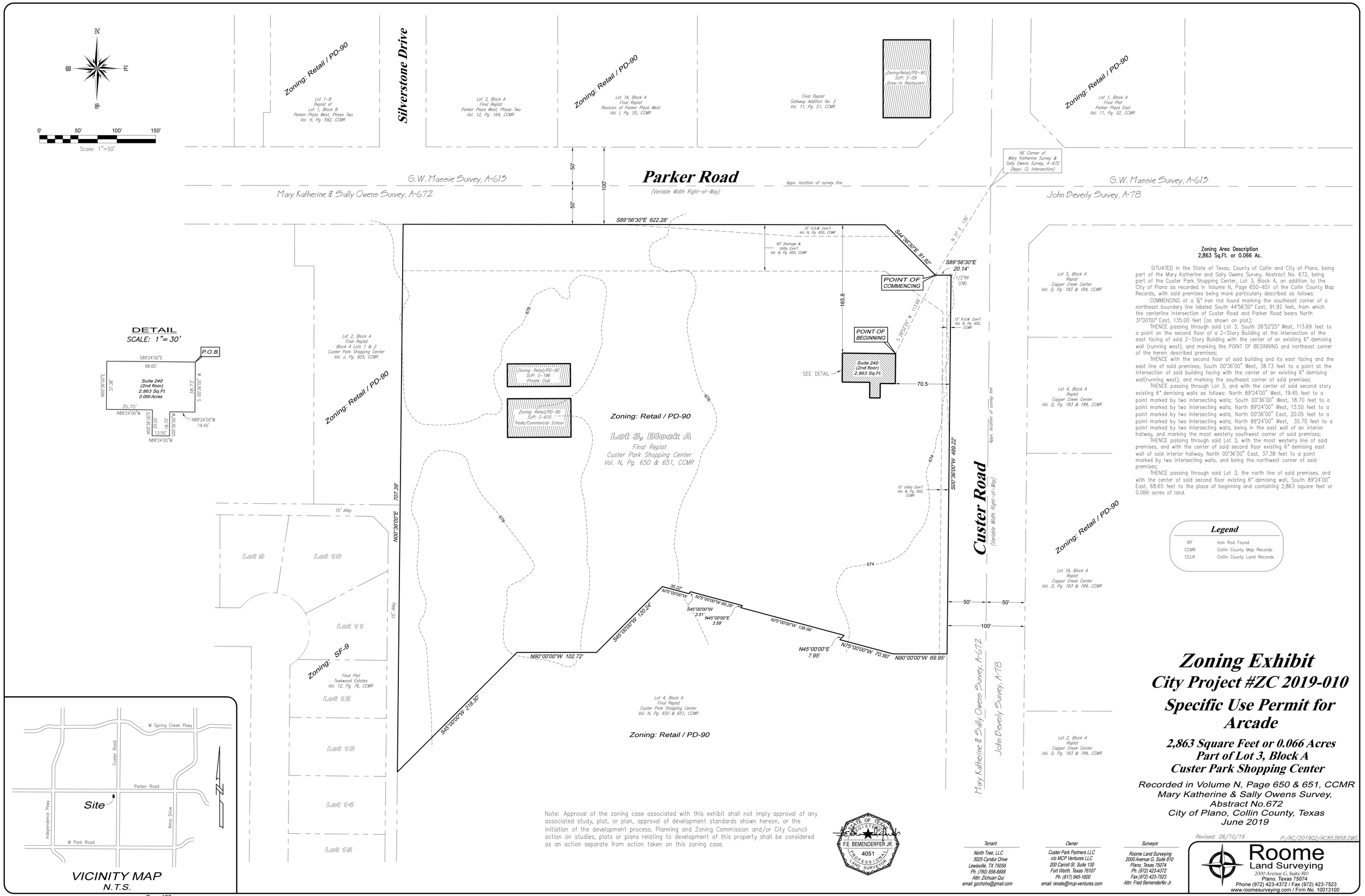
Zoning: Specific Use Permit for Arcade



500' Courtesy Notification Buffer
200' Notification Buffer
Subject Property
Zoning Boundary Change/SUP
City Limits
Zoning Boundary
Specific Use Permit
Streets

0 185 370 740
Feet

Source: City of Plano



Zoning Area Description
2,863 Sq.Ft. or 0.066 Ac.

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Legend

IRF	Iron Rod Found
CCMR	Collin County Map Records
CCLR	Collin County Land Records

Zoning Exhibit
City Project #ZC 2019-010
Specific Use Permit for Arcade

2,863 Square Feet or 0.066 Acres
Part of Lot 3, Block A
Custer Park Shopping Center

Recorded in Volume N, Page 650 & 651, CCMR
Mary Katherine & Sally Owens Survey,
Abstract No.672
City of Plano, Collin County, Texas
June 2019

Note: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

Revised: 06/10/19
P:/AC/201902/AC853958.DWG

Tenant	Owner	Surveyor
North Tree, LLC 5025 Cyndur Drive Lewisville, TX 75056 Ph. (780) 858-8888 Attn: Zichuan Qui email: gzchoho@gmail.com	Custer Park Partners LLC c/o MCP Ventures LLC 200 Carroll St. Suite 130 Fort Worth, Texas 76107 Ph. (817) 945-1600 email: renate@mcp-ventures.com	Roome Land Surveying 2000 Avenue G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bemenderfer Jr.

Roome
Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Linette Magaña

CAPTION

Public Hearing and adoption of Ordinance No. 2019-8-3 as requested in Zoning Case 2019-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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: Montessori New Beginnings Academy, Inc. (Tabled at July 22, 2019, City Council meeting.) **Conducted and adopted with SUP No. 550 rolling back on 5/31/20 and SUP No. 551 expiring on 5/31/20.**

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:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
ZC 2019-005 Follow-Up	7/16/2019	P/Z Follow-up Memo
ZC 2019-005 Write-Up	7/16/2019	Staff Report
ZC 2019-005 Locator	7/16/2019	Map
ZC 2019-005 Aerial	7/16/2019	Map
ZC 2019-005 Zoning Exhibit (Bold)	7/16/2019	Map
ZC 2019-005 Letter from Applicant	7/16/2019	Letter
ZC 2019-005 Ordinance with Exhibits	7/16/2019	Ordinance

DATE: July 16, 2019

TO: Honorable Mayor & City Council

FROM: M. Nathan Barbera, 1st Vice Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of July 15, 2019

AGENDA ITEM NO. 2 - PUBLIC HEARING
ZONING CASE 2019-005
APPLICANT: MONTESSORI NEW BEGINNINGS ACADEMY, INC.

Request to amend Specific Use Permit No. 550 for Day Care Center to establish a maximum number of children and to request a Specific Use Permit for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive. Zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center. Tabled June 17, 2019. Project #ZC2019-005.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

Speaker Card(s) Received	Support:	15	Oppose:	7	Neutral:	0
Letters Received Within 200' Notice Area:	Support:	1	Oppose:	14	Neutral:	1
Petition Signatures Received:	Support:	0	Oppose:	0	Neutral:	0
Other Responses:	Support:	73	Oppose:	94	Neutral:	4

STIPULATIONS:

Recommended for approval as follows:

1. Amend Specific Use Permit No. 550 for Day Care Center to include the following restriction:

    a. Maximum number of children: 304

2. Approve a Specific Use Permit for Private School with the following restrictions:

    a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.

    b. Students must be under 14 years of age.

c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.

d. Solid waste enclosures must be located between Ohio Drive and the western most building.

FOR CITY COUNCIL MEETING OF: July 22, 2019 (To view the agenda for this meeting, see www.plano.gov)
PUBLIC HEARING - ORDINANCE

EM/amc

xc: Ian Mattingly, Montessori New Beginnings Academy, Inc.
Lauren Lackey, Cates-Clark & Associates, LP
Rebecca Bernard, Montessori New Beginnings Academy, Inc.
Robert Pruett, Cates-Clark & Associates, LP
Jeanna Scott, Building Inspections Manager

https://goo.gl/maps/eenMriw7vHkxaZh88

CITY OF PLANO

PLANNING & ZONING COMMISSION

July 15, 2019

Agenda Item No. 2

Public Hearing: Zoning Case 2019-005

Applicant: Montessori New Beginnings Academy, Inc.

DESCRIPTION:

Request to amend Specific Use Permit No. 550 for Day Care Center to establish a maximum number of children and to request a Specific Use Permit for Private School on 7.5 acres located at the southeast corner of Legacy Drive and Ohio Drive. Zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center. Tabled June 17, 2019. Project #ZC2019-005.

BACKGROUND:

The subject property is currently developed as a day care center. Initially, this request was solely for a Specific Use Permit (SUP) for the additional use of Private School. During consideration of the zoning case at their meeting on June 17, 2019, the Planning & Zoning Commission (Commission) requested that the applicant include a limitation on the number of children associated with existing SUP No. 550 for Day Care Center to accompany a restriction of the number of students for the proposed private school. In order to accommodate the Commission's request, the applicant amended their SUP application and tabled the request to the July 15, 2019, meeting. To ensure any necessary zoning issues are resolved prior to the start of the school year, if the Commission recommends approval, the case will be heard by the City Council on July 22, 2019.

The Zoning Ordinance defines a day care center as an operation other than public, parochial, or private school providing care for seven or more children under 14 years of age for less than 24 hours per day at a location other than a residence. Private school is defined as a school under the sponsorship of a private agency or corporation other than a public or religious agency, having a curriculum generally equivalent to public elementary or secondary school.

The subject property is zoned Single-Family Residence-7 (SF-7). The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. Section 6.100 (Specific Use Permits) of Article 6 (Specific Use Permits and Certificates of Occupancy) states the following:

> *"The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions."*

<u>History</u>

Specific Use Permit No. 550 for Day Care Center was initally approved in 2004 with no specified restrictions on the number of children or other site improvements. The subject property was developed in 2006 with a one-story, 14,790 square foot building, which features seven classrooms and other associated spaces. The initial concept plan for the day care center showed a future building expansion on the east side of the subject property. The base SF-7 zoning district allows buildings up to two stories, 35 feet in height.

In 2018, the property owner received approval for a 46,223 square foot building expansion of the day care center. The new building is currently under construction and will be two stories, 35 feet tall when completed. Once finished, the building will feature eight classrooms, a full service kitchen to prepare meals for children onsite, a gymnasium, and a storm shelter. The new building meets the area, yard, setback, and height requirements of the SF-7 district.

During the construction of this new building, the city became aware of the education of school-aged children. After researching the programs, staff determined that the property owner has been operating a private school with 22 elementary age students of the 160 total children during the school year. Staff informed the property owner that they must request an SUP to continue the private school use or, alternatively, they could operate only day care programs onsite.

Surrounding Land Use and Zoning

North	To the north, across Legacy Drive, is a single-family residential subdivision zoned Planned Development-281-Single-Family Residence-7/Single-Family Residence-9 (PD-281-SF-7/SF-9), and a hotel zoned General Office (O-2).
West	To the west, across Ohio Drive, is a multifamily residential development zoned Planned Development-164-Multifamily Residence-2 (PD-164-MF-2).
East	To the east is a drainage feature owned by the City of Plano, and a single-family residential subdivision zoned SF-7.
South	To the south is a day care center zoned SF-7 with S-99 for Day Care Center, a drainage feature owned by the City of Plano, and a residential subdivision zoned SF-7.

Conformance to the Comprehensive Plan

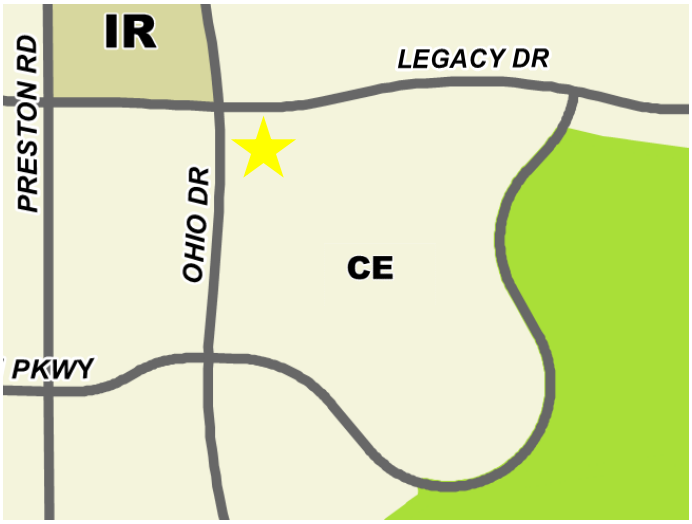
Future Land Use Map - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Neighborhood (N).

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 Zoning Ordinance classifies a private school as an institutional use. The N designation supports institutional uses if they are secondary and located along the frontage of arterial streets and intersections. The requested private school will be an expansion of the existing educational programs onsite and will allow the applicant to serve a broader range of children within the community. The subject property is located at the intersection of Legacy Drive and Ohio Drive, consistent with the recommended location for institutional uses at the intersection of aerial streets.

With the proposed limitation on the number of students, the applicant intends to operate the private school as a supporting use to the day care center. Additionally, the applicant

is proposing two design restrictions to mitigate impact on the neighborhoods to the south and east. An irrigated landscape screen will buffer the buildings from existing residences to the east of the subject property, and restrictions on the placement of solid waste containers will limit nuisances. This request is in conformance with the N designation.



Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

These 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.

This requested SUP would allow flexibility for the applicant to offer more educational programs, supporting the present form and character of the subject property. Additionally, the applicant is proposing stipulations intended to respect adjacent residences. This request is in conformance with the CE designation.

Private School Use

Schools are typical land uses within and adjacent to neighborhoods in Plano. Public schools offering elementary curriculum are usually sited on parcels of land between five and fifteen acres within residential areas. The size of this property, its access to public streets, and separation due to the drainage easement, all indicate this location is appropriate for this land use. Additionally, the restrictions offered further mitigate the impacts of the private school use.

Proposed SUP Restrictions

Based upon the feedback from the Commission at the June 17, 2019 meeting, the applicant is proposing the following restrictions:

Specific Use Permit No. 550 for Day Care Center

Maximum number of children: 304

Specific Use Permit for Private School

1. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.

2. Students must be under 14 years of age.

3. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.

4. Solid waste enclosures must be located between Ohio Drive and the western most building.

The applicant is requesting to limit the total number of day care center children to 304. Of these 304 children, only 50 would be permitted to attend the private school, and students must be under the age of 14, as proposed by the updated stipulations. During the 2018-2019 school year, the total enrollment of the facility was 160 children, including 22 private school children. Moving forward, the applicant is requesting to accommodate two classrooms, or a maximum of 50 students, within the private school.

Stipulations for site development improvements are also proposed. The existing SF-7 zoning allows a minimum building setback of 10 feet and a maximum building height of two stories, 35 feet. To buffer residences to the east, the applicant is proposing a supplementary landscape edge along the building facade adjacent to the eastern property line.

The landscape buffer will be placed between the eastern building facade and the residential neighborhood to the east. Also situated between the two developments is an existing drainage feature owned by the property owner and the City of Plano with a width of 100 feet. The existing drainage easement and proposed landscape buffer create a unique building separation and screening condition for the adjacent residential properties.

An additional stipulation will restrict solid waste collection to the western side of the subject property, near Ohio Drive. This requirement would create a 325-foot separation from the neighborhood to the south, and a 675-foot separation from the neighborhood to the east for solid waste services.

The proposed development restrictions will respect the adjacent residential neighborhoods by allowing a limited number of day care center children and private school students, improving the property's aesthetics, and restricting the location of waste service operations. Staff is in support of the proposed development stipulations.

SUMMARY:

The property owner is requesting to amend Specific Use Permit No. 550 for Day Care Center and is requesting an SUP for Private School as a compliment to the existing day care center use. The request is in conformance with the recommendations of the Comprehensive Plan. The applicant is proposing stipulations to restrict the number of day care center children and private school students, and require site improvements to respect the adjacent residential neighborhood. For these reasons, staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows:

1. Amend Specific Use Permit No. 550 for Day Care Center to include the following restriction:

    a. Maximum number of children: 304

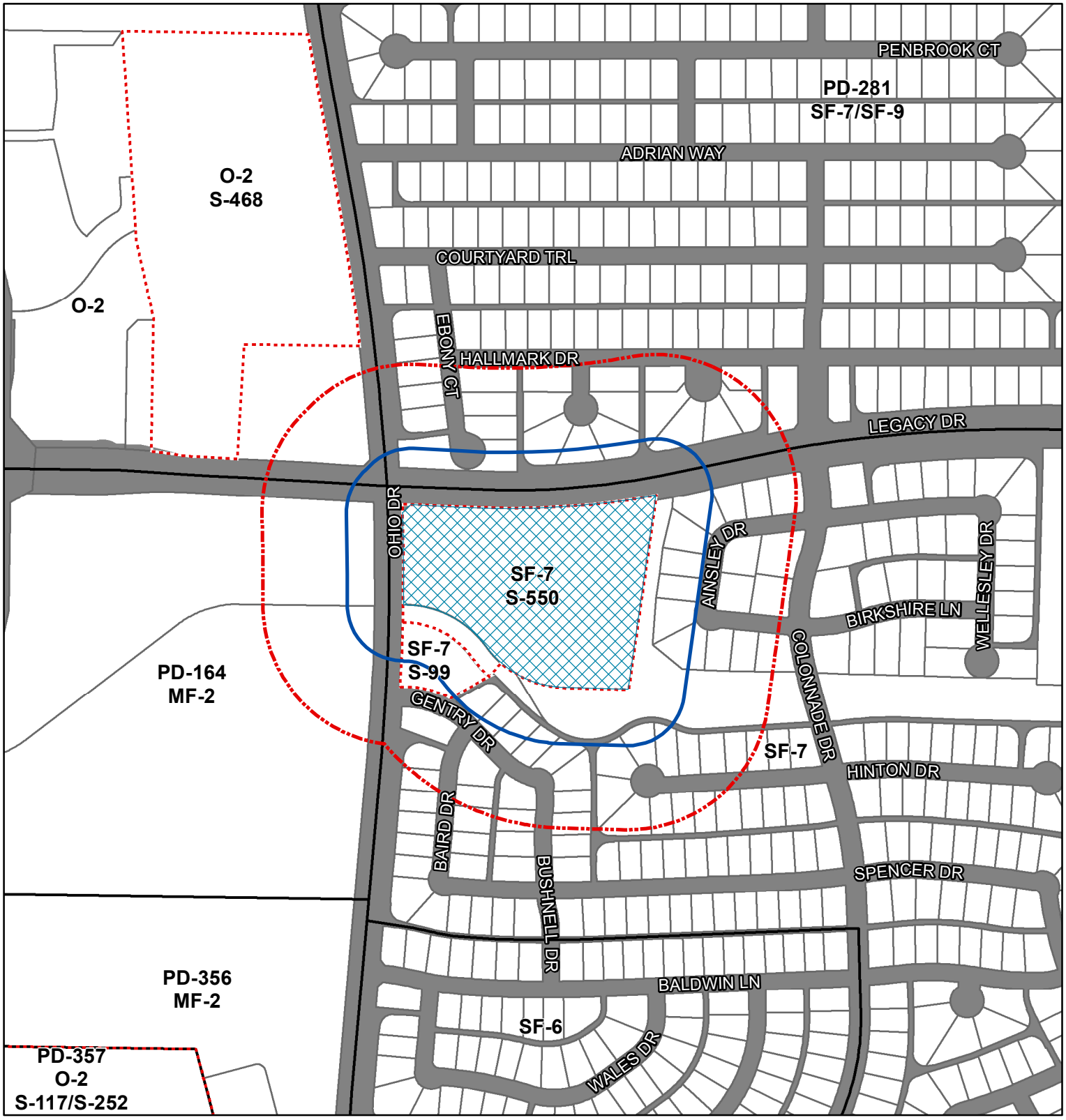
2. Approve a Specific Use Permit for Private School with the following restrictions:

    a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.

    b. Students must be under 14 years of age.

    c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.

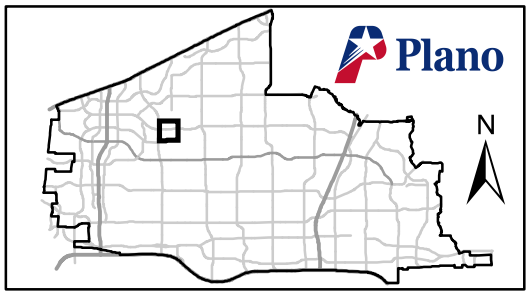
    d. Solid waste enclosures must be located between Ohio Drive and the western most building.



Zoning Case: 2019-005

Existing Zoning: Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center (SF-7 w/ S-550)

Proposed Zoning: Specific Use Permit for Private School and Amend Specific Use Permit No. 550 for Day Care Center

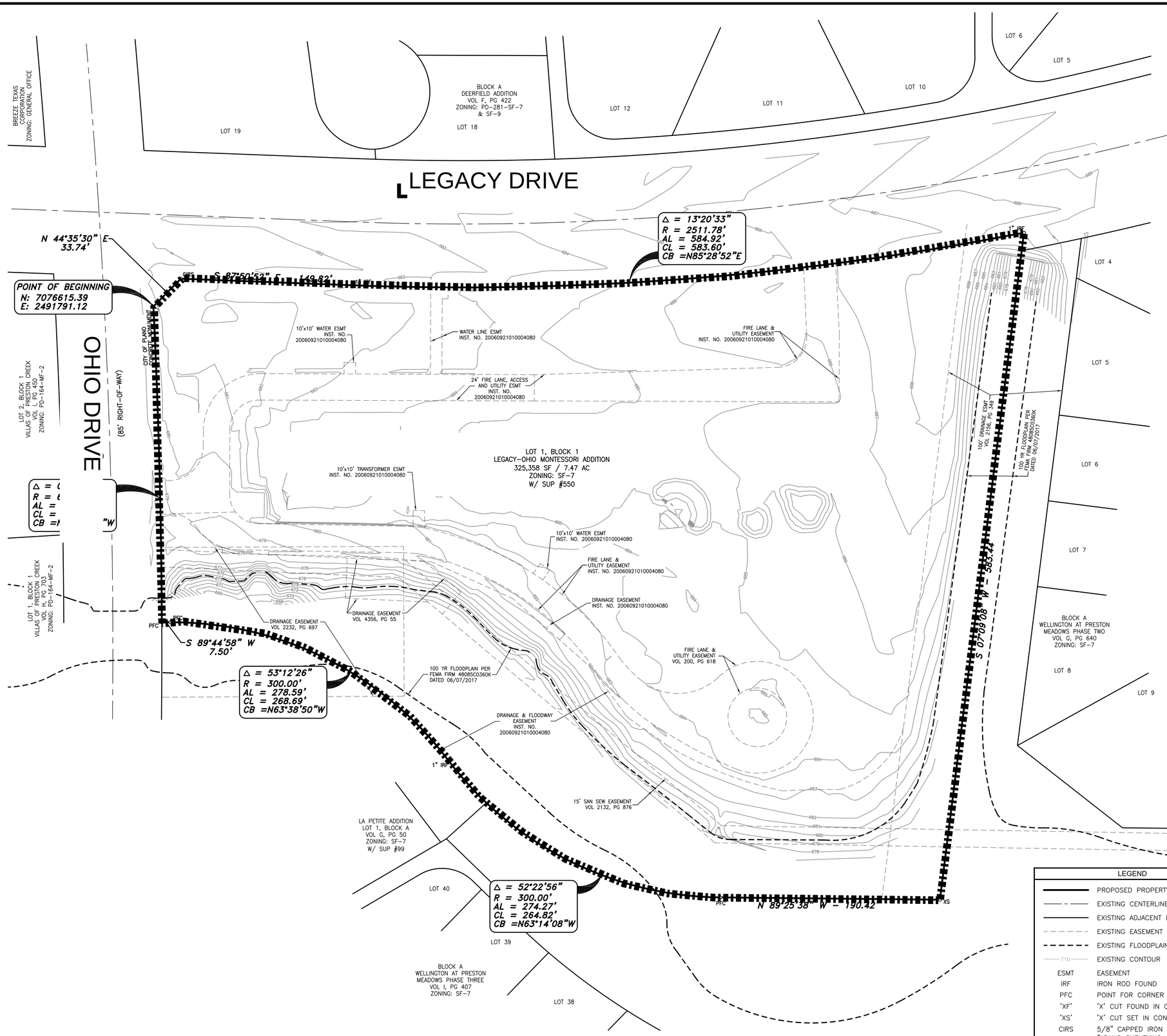


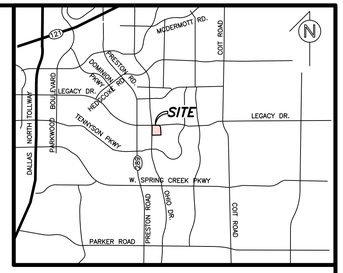
500' Courtesy Notification Buffer
200' Notification Buffer
Subject Property
Zoning Boundary Change/SUP
City Limits
Zoning Boundary
Specific Use Permit
Streets

0 305 610 1,220
Feet

Source: City of Plano

Source: City of Plano





VICINITY MAP
NOT-TO-SCALE

LEGAL DESCRIPTION AND METES & BOUNDS:

WHEREAS MONTESSORI NEW BEGINNINGS ACADEMY, INC. IS THE OWNER OF A 7.47 ACRE TRACT OF LAND LOCATED IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793, CITY OF PLANO, COLLIN COUNTY TEXAS, BEING ALL OF LOT 1, BLOCK 1, LEGACY OHIO-MONTESSORI ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN INSTRUMENT NO. 20060921010004080, OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) FOR THE SOUTHERLY SOUTHEAST CORNER FOR THE INTERSECTION OF OHIO DRIVE (VARIABLE WIDTH RIGHT OF WAY) AND LEGACY DRIVE (VARIABLE WIDTH RIGHT OF WAY), BEING THE WESTERLY NORTHWEST CORNER FOR SAID LOT 1;

THENCE N44°35'30"E, A DISTANCE OF 33.74 FEET TO A SET 5/8 INCH IRON ROD WITH CAP MARKED "ADAMS SURVEYING COMPANY, LLC" (CIRS) FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1 AND BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR SAID LEGACY DRIVE;

THENCE EASTERLY WITH SAID SOUTHERLY RIGHT OF WAY LINE AS FOLLOW:

S87°50'52"E, A DISTANCE OF 149.82 TO A FOUND 1 INCH IRON ROD FOR THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°20'33", A RADIUS OF 2511.80, AN ARC LENGTH OF 584.92 FEET, AND A CHORD OF N85°28'52"E, 583.60 FEET TO A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) TO REPLACE A FOUND 1 INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°09'08"W LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 583.44 FEET TO A SET "X" IN A CONCRETE FLUME;

THENCE N89°25'38"W, A DISTANCE OF 190.42 TO A POINT FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°22'56", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 274.27, AND A CHORD OF N63°14'08"W, 264.82 FEET TO A FOUND 1 INCH IRON ROD FOR A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID REVERSE CURVE, HAVING A CENTRAL ANGLE OF 53°12'26", A RADIUS OF 300.00, AN ARC LENGTH OF 278.59 FEET, AND A CHORD OF N63°38'50"W, 268.69 FEET TO A POINT FOR CORNER;

THENCE S89°44'58"W, A DISTANCE OF 7.50 TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID LOT 1, AND BEING ON THE EASTERLY RIGHT OF WAY FOR OHIO DRIVE;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°36'02", A RADIUS OF 6042.37, AN ARC LENGTH OF 274.25 FEET, AND A CHORD OF N01°33'01"W, 274.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.47 ACRES (325,359 SQUARE FEET) OF LAND, MORE OR LESS.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM THE ACTION TAKEN ON THIS ZONING CASE.

OWNER	ENGINEER
ARCHGATE MONTESSORI ACADEMY 4660 LEGACY DRIVE PLANO, TEXAS 75024 (972) 491-1230 CONTACT: IAN MATTINGLY	CATES-CLARK & ASSOCIATES, LLP 14800 QUORUM DRIVE, SUITE 200 DALLAS, TEXAS 75254 (972) 385-2272 CONTACT: ROBERT PRUETT, P.E.

ZONING CASE NO.: 2019-005

LEGEND

	PROPOSED PROPERTY LINE
	EXISTING CENTERLINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING EASEMENT
	EXISTING FLOODPLAIN LINE
710	EXISTING CONTOUR
ESMT	EASEMENT
IRF	IRON ROD FOUND
PFC	POINT FOR CORNER
'XF'	'X' CUT FOUND IN CONCRETE
'XS'	'X' CUT SET IN CONCRETE
CIRS	5/8" CAPPED IRON ROD SET "ADAMS SURVEYING COMPANY, LLC"

ZONING EXHIBIT

LOT 1, BLOCK 1, LEGACY-OHIO MONTESSORI ADDITION

7.47 ACRES IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793

THE CITY OF PLANO, COLLIN, COUNTY, TEXAS

CATES-CLARK
14800 Quorum Drive, Suite 200
Dallas, Texas 75254
972.385.2272
TBPE F-3751

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CCA	CCA	05/20/19	1"=40'	DSTSA	250-001 SUP	CO.1

4660 Legacy Drive, Plano, Texas 75024
Tel 972-491-1230
office@archgatemontessori.org
www.archgatemontessori.org

ARCHGATE
MONTESSORI ACADEMY

RECEIVED
JUN 19 2019
PLANNING DEPT.

June 19, 2019

Ms. Erica Marohnic
Lead Planner
City of Plano
1520 K Avenue
Plano, TX 75074

RE: Request to Amend Petition for ZC2019-005

Dear Ms. Marohnic:

On behalf of the board of trustees of Archgate Montessori Academy, we request to amend our petition for a specific use permit associated with ZC2019-005 to incorporate the following amendment and stipulation to our existing SUP S-550 (Ordinance No. 2004-10-30):

> Maximum of 304 children, which limit shall apply cumulatively to both Day Care and Private School

We also ask that our SUP requested for Private School be further amended as follows:

> The private school shall be limited to children under age 14

As this is the absolute minimum number of enrollees and ages we can accept for our program, we request that the Planning staff make clear to the Planning and Zoning Commission that any further amendments or stipulations would be disastrous to our ability to operate our programs. Should any further stipulations or restrictions be proposed, we respectfully request the opportunity to withdraw our application entirely and continue our Day Care operations.

Thank you for your assistance through this process. We eagerly await a successful outcome.

Warm regards,

Ian Mattingly
Member, Board of Trustees
Chair, New Building Task Force

Zoning Case 2019-005

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; 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 22nd day of July 2019, for the purpose of amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th of August 2019; and

WHEREAS, amending Specific Use Permit No. 550 for Day Care Center and granting Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that the granting of the specific use permit 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 amend Specific Use Permit No. 550 for Day Care Center and grant Specific Use Permit No. 551 for Private School on 7.5 acres out of the Jessie Stiff Survey, Abstract No. 793, located at the southeast corner of Legacy Drive and Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center, said property being more fully described on the legal description in Exhibit A attached hereto.

Section II. The change in Section I as it relates to Specific Use Permit No. 550 for Day Care Center is granted subject to the following stipulation:

Maximum number of children: 304

Section III. The change in Section I as it relates to Specific Use Permit No. 551 for Private School is granted subject to the following stipulations:

a. Maximum number of students: 50. This number must be combined with the number of day care center children and must not exceed a combined total of 304 children as restricted by Specific Use Permit No. 550 for Day Care Center.

b. Students must be under 14 years of age.

c. An irrigated landscaped edge with a combination of trees and shrubs must be installed between the easternmost building and the eastern property line.

d. Solid waste enclosures must be located between Ohio Drive and the westernmost building.

Section IV. 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 V. 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 VI. 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 VII. 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 VIII. 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 IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 12TH DAY OF AUGUST 2019.

_____

Harry LaRosiliere, MAYOR

ATTEST:

_____

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

_____

Paige Mims, CITY ATTORNEY

Zoning Case 2019-005

Whereas Montessori New Beginnings Academy, Inc. is the owner of a 7.47-acre tract of land located in the Jessie Stiff Survey, Abstract No. 793, City of Plano, Collin County, Texas, being all of Lot 1, Block 1, Legacy Ohio-Montessori Addition, an addition to the City of Plano as recorded in Instrument No. 20060921010004080, Official Public Records Collin County, Texas, and being more particularly described as follow:

BEGINNING at a set City of Plano monument (aluminum disk in concrete) for the southerly southeast corner for the intersection of Ohio Drive (variable width right of way) and Legacy Drive (variable width right of way), being the westerly northwest corner for said Lot 1;

THENCE N44°35'30"E, a distance of 33.74 feet to a set 5/8 inch iron rod with cap marked "Adams Surveying Company, LLC" (CIRS) for the most northerly northwest corner of said Lot 1 and being on the southerly right of way line for said Legacy Drive;

THENCE easterly with said southerly right of way line as follow: S87°50'52"E, a distance of 149.82 to a found 1 inch iron rod for the beginning of a curve to the left; Along said curve to the left, having a central angle of 13°20'33", a radius of 2511.80, an arc length of 584.92 feet, and a chord of N85°28'52"E, 583.60 feet to a set City of Plano monument (aluminum disk in concrete) to replace a found 1 inch iron rod for the northeast corner of said Lot 1;

THENCE S07°09'08"W leaving said right of way line, a distance of 583.44 feet to a set "X" in a concrete flume;

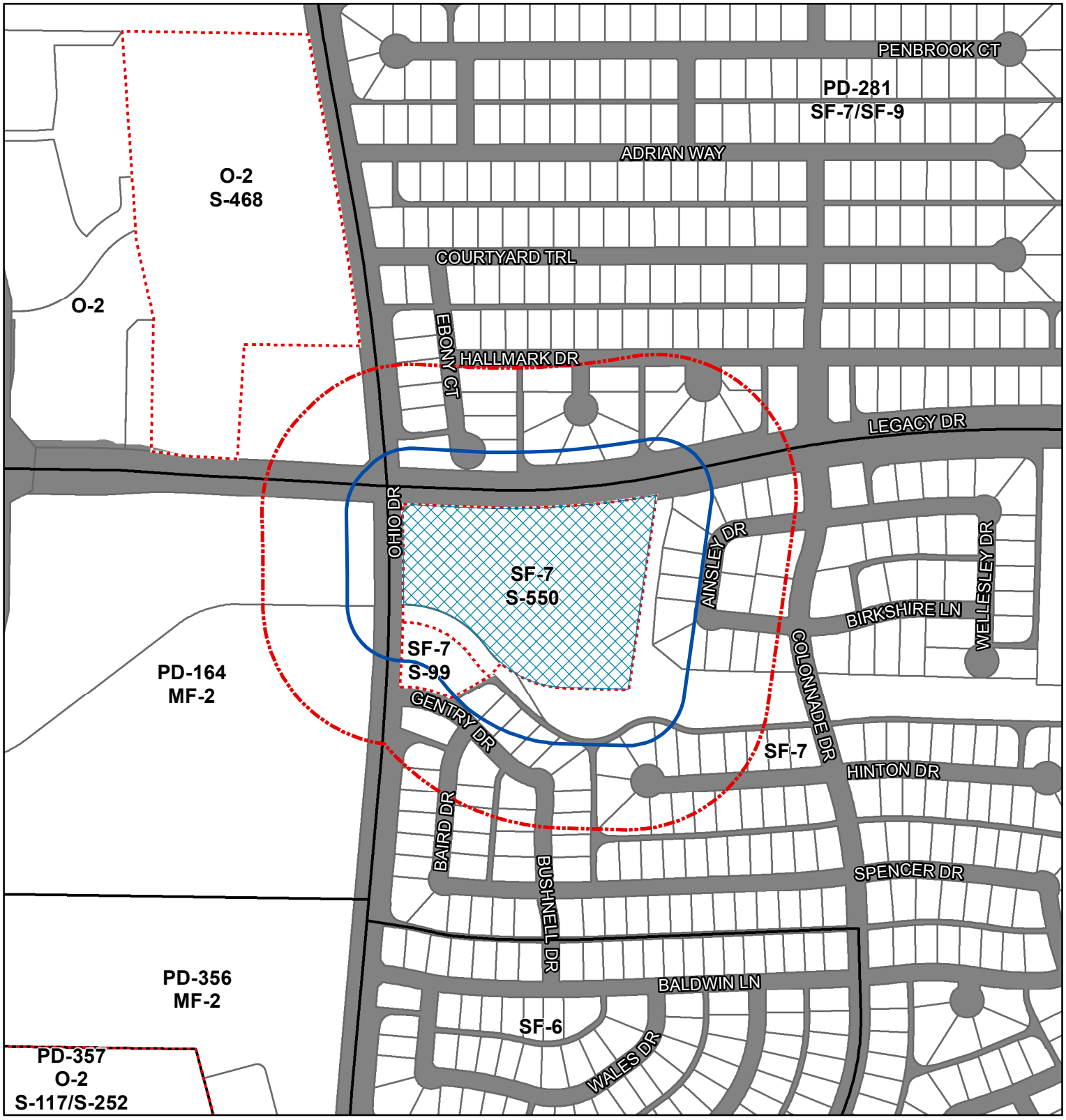
THENCE N89°25'38"W, a distance of 190.42 to a point for corner, being the beginning of a curve to the right;

THENCE westerly along said curve to the right, having a central angle of 52°22'56", a radius of 300.00 feet, an arc length of 274.27, and a chord of N63°14'08"W, 264.82 feet to a found 1 inch iron rod for a point of reverse curvature;

THENCE along said reverse curve, having a central angle of 53°12'26", a radius of 300.00, an arc length of 278.59 feet, and a chord of N63°38'50"W, 268.69 feet to a point for corner;

THENCE S89°44'58"W, a distance of 7.50 to a point for corner, being the southwest corner of said Lot 1, and being on the easterly right of way for Ohio Drive;

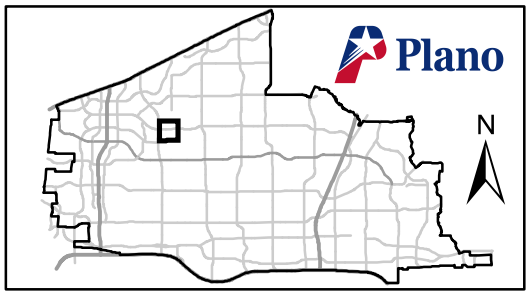
THENCE northerly along said right of way line and a curve to the left, having a central angle of 02°36'02", a radius of 6042.37, an arc length of 274.25 feet, and a chord of N01°33'01"W, 274.22 feet to the POINT OF BEGINNING and CONTAINING 7.47 acres (325,359 square feet) of land, more or less.



Zoning Case: 2019-005

Existing Zoning: Single-Family Residence-7 with Specific Use Permit No. 550 for Day Care Center (SF-7 w/ S-550)

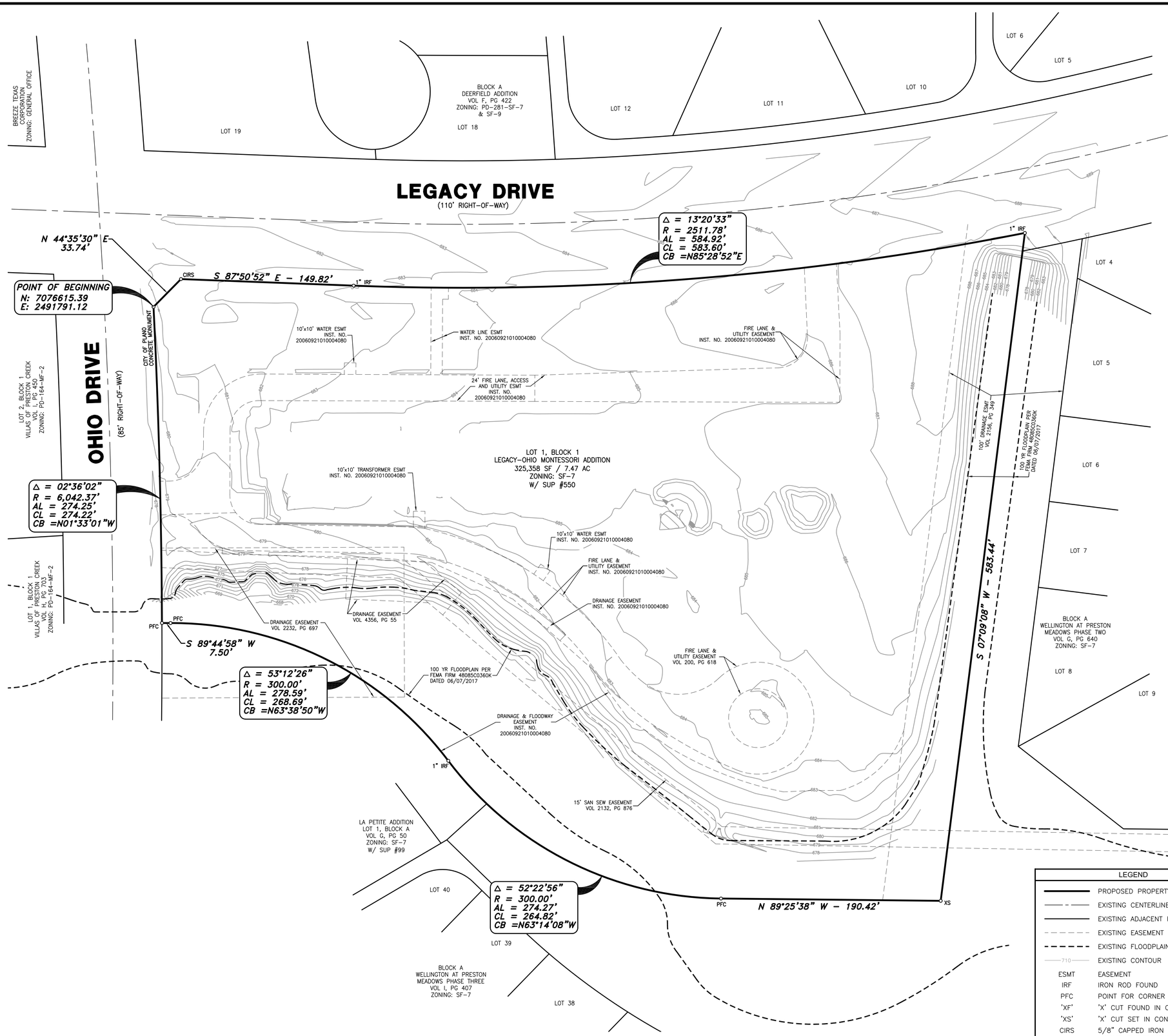
Proposed Zoning: Specific Use Permit for Private School and Amend Specific Use Permit No. 550 for Day Care Center

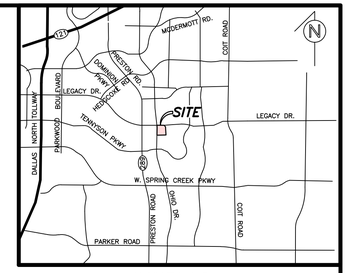


500' Courtesy Notification Buffer
200' Notification Buffer
Subject Property
Zoning Boundary Change/SUP
City Limits
Zoning Boundary
Specific Use Permit
Streets

0 305 610 1,220
Feet

Source: City of Plano





VICINITY MAP
NOT-TO-SCALE

LEGAL DESCRIPTION AND METES & BOUNDS:

WHEREAS MONTESSORI NEW BEGINNINGS ACADEMY, INC. IS THE OWNER OF A 7.47 ACRE TRACT OF LAND LOCATED IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793, CITY OF PLANO, COLLIN COUNTY TEXAS, BEING ALL OF LOT 1, BLOCK 1, LEGACY OHIO-MONTESSORI ADDITION, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN INSTRUMENT NO. 20060921010004080, OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) FOR THE SOUTHERLY SOUTHEAST CORNER FOR THE INTERSECTION OF OHIO DRIVE (VARIABLE WIDTH RIGHT OF WAY) AND LEGACY DRIVE (VARIABLE WIDTH RIGHT OF WAY), BEING THE WESTERLY NORTHWEST CORNER FOR SAID LOT 1;

THENCE N44°35'30"E, A DISTANCE OF 33.74 FEET TO A SET 5/8 INCH IRON ROD WITH CAP MARKED "ADAMS SURVEYING COMPANY, LLC" (CIRS) FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1 AND BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR SAID LEGACY DRIVE;

THENCE EASTERLY WITH SAID SOUTHERLY RIGHT OF WAY LINE AS FOLLOW:

S87°50'52"E, A DISTANCE OF 149.82 TO A FOUND 1 INCH IRON ROD FOR THE BEGINNING OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°20'33", A RADIUS OF 2511.80, AN ARC LENGTH OF 584.92 FEET, AND A CHORD OF N85°28'52"E, 583.60 FEET TO A SET CITY OF PLANO MONUMENT (ALUMINUM DISK IN CONCRETE) TO REPLACE A FOUND 1 INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S07°09'08"W LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 583.44 FEET TO A SET "X" IN A CONCRETE FLUME;

THENCE N89°25'38"W, A DISTANCE OF 190.42 TO A POINT FOR CORNER, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°22'56", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 274.27, AND A CHORD OF N63°14'08"W, 264.82 FEET TO A FOUND 1 INCH IRON ROD FOR A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID REVERSE CURVE, HAVING A CENTRAL ANGLE OF 53°12'26", A RADIUS OF 300.00, AN ARC LENGTH OF 278.59 FEET, AND A CHORD OF N63°38'50"W, 268.69 FEET TO A POINT FOR CORNER;

THENCE S89°44'58"W, A DISTANCE OF 7.50 TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID LOT 1, AND BEING ON THE EASTERLY RIGHT OF WAY FOR OHIO DRIVE;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°36'02", A RADIUS OF 6042.37, AN ARC LENGTH OF 274.25 FEET, AND A CHORD OF N01°33'01"W, 274.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.47 ACRES (325,359 SQUARE FEET) OF LAND, MORE OR LESS.

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM THE ACTION TAKEN ON THIS ZONING CASE.

OWNER	ENGINEER
ARCHGATE MONTESSORI ACADEMY 4660 LEGACY DRIVE PLANO, TEXAS 75024 (972) 491-1230 CONTACT: IAN MATTINGLY	CATES-CLARK & ASSOCIATES, LLP 14800 QUORUM DRIVE, SUITE 200 DALLAS, TEXAS 75254 (972) 385-2272 CONTACT: ROBERT PRUETT, P.E.

ZONING CASE NO.: 2019-005

LEGEND

	PROPOSED PROPERTY LINE
	EXISTING CENTERLINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING EASEMENT
	EXISTING FLOODPLAIN LINE
710	EXISTING CONTOUR
ESMT	EASEMENT
IRF	IRON ROD FOUND
PFC	POINT FOR CORNER
'XF'	'X' CUT FOUND IN CONCRETE
'XS'	'X' CUT SET IN CONCRETE
CIRS	5/8" CAPPED IRON ROD SET "ADAMS SURVEYING COMPANY, LLC"

ZONING EXHIBIT

LOT 1, BLOCK 1, LEGACY-OHIO MONTESSORI ADDITION

7.47 ACRES IN THE JESSIE STIFF SURVEY, ABSTRACT NO. 793

THE CITY OF PLANO, COLLIN, COUNTY, TEXAS

CATES-CLARK
14800 Quorum Drive, Suite 200
Dallas, Texas 75254
972.385.2272
TBPE F-3751

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CCA	CCA	05/20/19	1"=40'	DSTSA	250-001 SUP	CO.1

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Public Hearing on the FY 2019-20 Recommended Budget and the FY 2019-20 Proposed Community Investment Program (CIP). **Conducted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	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 2019-20 Recommended Budget and the FY 2019-20 Proposed Community Investment Program (CIP).

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Discussion and Direction regarding Proposed Ad Valorem Tax Rate. **Council approved 44.82 tax rate per $100 of appraised value and will hold one public hearing at Council meeting on August 26, 2019.**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0
Balance	0	0	0	0

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

Discussion and Directions regarding Proposed Ad Valorem Tax Rate.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Resolution No. 2019-8-4(R): To accept the Certified Appraisal Rolls for Fiscal Year 2019-20 for Collin County and Denton County; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 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	194,786,793	194,786,793
Balance	0	0	194,786,793	194,786,793

FUND(S): General Fund, General Obligation Debt Fund, TIF II Fund, TIF III Fund

COMMENTS: The FY 2019-20 Certified Appraisal Rolls will generate revenues of approximately $194,786,793 at the proposed rate of 44.82 cents per $100 of assessed property value. This amount has been included in the FY 2019-20 Recommended Budget.

SUMMARY OF ITEM

FY 2019-20 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	7/31/2019	Resolution
Collin County Appraisal Roll Certification-Exhibit A	8/1/2019	Exhibit
Collin County Appraisal Roll Totals-Exhibit B	8/1/2019	Exhibit
Denton County Appraisal Roll Certification-Exhibit C	8/1/2019	Exhibit
Denton County Appraisal Roll Totals-Exhibit D	8/1/2019	Exhibit

A Resolution of the City of Plano, Texas, accepting the Certified Appraisal Rolls for Fiscal Year 2019-20 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 2019 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2019 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, the certification of the 2019 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

WHEREAS, the calculation of the 2019 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 2019-20 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 2019-20, 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 12TH DAY OF AUGUST, 2019.

_____

Harry LaRosiliere, **MAYOR**

ATTEST:

_____

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

_____

Paige Mims, CITY ATTORNEY

Collin Central Appraisal District

PLANO CITY (CPL)

PROPERTY TAX CODE, SECTION 26.01(a)

2019 CERTIFICATION OF APPRAISAL ROLL

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 *"2019 Certified Totals"*.

Bo Daffin
Signature of Chief Appraiser

July 12, 2019
Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 3, 2019.

PROPERTY TAX CODE, SECTION 26.01(c)

2019 CERTIFICATION OF PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

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 3, 2019 and included in the Certified Roll listed above.

Bo Daffin
Signature of Chief Appraiser

July 12, 2019
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 2019 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

250 Eldorado Pkwy
McKinney, Texas 75069

Metro 469.742.9200
Toll-Free 866.467.1110

Fax 469.742.9209
www.CollinCAD.org

Land	Value			
Homesite:	6,267,641,194			
Non Homesite:	6,069,214,260			
Ag Market:	553,360,113			
Timber Market:	0	**Total Land**	(+)	12,890,215,567

Improvement	Value			
Homesite:	19,127,580,758			
Non Homesite:	17,549,424,831	**Total Improvements**	(+)	36,677,005,589

Non Real	Count	Value			
Personal Property:	11,729	4,073,791,942			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	4,073,791,942
			Market Value	=	53,641,013,098

Ag	Non Exempt	Exempt			
Total Productivity Market:	553,360,113	0			
Ag Use:	225,011	0	**Productivity Loss**	(-)	553,135,102
Timber Use:	0	0	**Appraised Value**	=	53,087,877,996
Productivity Loss:	553,135,102	0			
			Homestead Cap	(-)	228,179,703
			Assessed Value	=	52,859,698,293
			Total Exemptions Amount (Breakdown on Next Page)	(-)	9,831,755,446
			Net Taxable	=	43,027,942,847

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	285,345,884	183,087,860	549,454.32	563,254.95	950			
DPS	3,990,660	3,171,387	8,388.13	8,388.13	14			
OV65	5,516,022,504	3,733,641,406	12,187,322.59	12,270,328.89	15,750			
Total	5,805,359,048	3,919,900,653	12,745,165.04	12,841,971.97	16,714	**Freeze Taxable**	(-)	3,919,900,653
Tax Rate	0.460300							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	326,389	221,111	191,847	29,264	1			
OV65	3,657,573	2,566,058	2,177,372	388,686	9			
Total	3,983,962	2,787,169	2,369,219	417,950	10	**Transfer Adjustment**	(-)	417,950
						Freeze Adjusted Taxable	=	39,107,624,244

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
192,757,559.44 = 39,107,624,244 * (0.460300 / 100) + 12,745,165.04

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	35	1,041,763,010	0	1,041,763,010
CHODO	1	12,509,944	0	12,509,944
CHODO (Partial)	4	8,883,628	0	8,883,628
DP	963	36,780,000	0	36,780,000
DPS	14	0	0	0
DV1	231	0	2,067,500	2,067,500
DV1S	13	0	65,000	65,000
DV2	141	0	1,309,500	1,309,500
DV2S	4	0	30,000	30,000
DV3	110	0	1,065,000	1,065,000
DV3S	3	0	30,000	30,000
DV4	289	0	2,178,000	2,178,000
DV4S	47	0	414,000	414,000
DVHS	206	0	65,830,211	65,830,211
DVHSS	19	0	5,400,012	5,400,012
EX-XD	1	0	89,030	89,030
EX-XG	2	0	578,207	578,207
EX-XI	1	0	2,329,225	2,329,225
EX-XJ	20	0	111,354,409	111,354,409
EX-XL	3	0	1,124,220	1,124,220
EX-XU	3	0	502,248	502,248
EX-XV	1,895	0	3,282,586,756	3,282,586,756
EX-XV (Prorated)	5	0	1,966,678	1,966,678
EX366	360	0	94,892	94,892
FR	64	230,241,422	0	230,241,422
FRSS	1	0	384,047	384,047
HS	53,578	4,033,165,671	0	4,033,165,671
HT	85	14,160,224	0	14,160,224
LVE	56	308,586,143	0	308,586,143
OV65	16,764	659,224,798	0	659,224,798
OV65S	112	4,420,000	0	4,420,000
PC	48	2,069,602	0	2,069,602
PPV	14	256,698	0	256,698
SO	10	295,371	0	295,371
	Totals	**6,352,356,511**	**3,479,398,935**	**9,831,755,446**

Land	Value			
Homesite:	195,050,982			
Non Homesite:	14,949,621			
Ag Market:	235,271			
Timber Market:	0	**Total Land**	(+)	210,235,874

Improvement	Value			
Homesite:	604,693,806			
Non Homesite:	20,620,873	**Total Improvements**	(+)	625,314,679

Non Real	Count	Value			
Personal Property:	152	235,079,239			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	235,079,239
			Market Value	=	1,070,629,792

Ag	Non Exempt	Exempt			
Total Productivity Market:	235,271	0			
Ag Use:	494	0	**Productivity Loss**	(-)	234,777
Timber Use:	0	0	**Appraised Value**	=	1,070,395,015
Productivity Loss:	234,777	0			
			Homestead Cap	(-)	5,607,427
			Assessed Value	=	1,064,787,588
			Total Exemptions Amount (Breakdown on Next Page)	(-)	148,906,905
			Net Taxable	=	915,880,683

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	3,919,488	2,675,792	9,625.31	9,663.20	11			
OV65	36,135,847	25,218,558	94,579.12	95,096.70	88			
Total	40,055,335	27,894,350	104,204.43	104,759.90	99	**Freeze Taxable**	(-)	27,894,350
Tax Rate	0.460300							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	585,863	428,690	301,691	126,999	1			
Total	585,863	428,690	301,691	126,999	1	**Transfer Adjustment**	(-)	126,999
						Freeze Adjusted Taxable	=	887,859,334

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
4,191,020.94 = 887,859,334 * (0.460300 / 100) + 104,204.43

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	1	14,085,095	0	14,085,095
DP	11	440,000	0	440,000
DV1	3	0	29,000	29,000
DV2	3	0	22,500	22,500
DV3	2	0	20,000	20,000
DV4	3	0	24,000	24,000
DVHS	1	0	219,615	219,615
FR	4	4,024,479	0	4,024,479
HS	1,546	125,112,528	0	125,112,528
OV65	127	4,929,688	0	4,929,688
	Totals	**148,591,790**	**315,115**	**148,906,905**

Land		Value			
Homesite:		6,462,692,176			
Non Homesite:		6,084,163,881			
Ag Market:		553,595,384			
Timber Market:		0	**Total Land**	(+)	13,100,451,441
Improvement		**Value**			
Homesite:		19,732,274,564			
Non Homesite:		17,570,045,704	**Total Improvements**	(+)	37,302,320,268
Non Real	**Count**	**Value**			
Personal Property:	11,881	4,308,871,181			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	4,308,871,181
			Market Value	=	54,711,642,890
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	553,595,384	0			
Ag Use:	225,505	0	**Productivity Loss**	(-)	553,369,879
Timber Use:	0	0	**Appraised Value**	=	54,158,273,011
Productivity Loss:	553,369,879	0			
			Homestead Cap	(-)	233,787,130
			Assessed Value	=	53,924,485,881
			Total Exemptions Amount (Breakdown on Next Page)	(-)	9,980,662,351
			Net Taxable	=	43,943,823,530

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	289,265,372	185,763,652	559,079.63	572,918.15	961			
DPS	3,990,660	3,171,387	8,388.13	8,388.13	14			
OV65	5,552,158,351	3,758,859,964	12,281,901.71	12,365,425.59	15,838			
Total	5,845,414,383	3,947,795,003	12,849,369.47	12,946,731.87	16,813	**Freeze Taxable**	(-)	3,947,795,003
Tax Rate	0.460300							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	326,389	221,111	191,847	29,264	1			
OV65	4,243,436	2,994,748	2,479,063	515,685	10			
Total	4,569,825	3,215,859	2,670,910	544,949	11	**Transfer Adjustment**	(-)	544,949
						Freeze Adjusted Taxable	=	39,995,483,578

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
196,948,580.38 = 39,995,483,578 * (0.460300 / 100) + 12,849,369.47

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	36	1,055,848,105	0	1,055,848,105
CHODO	1	12,509,944	0	12,509,944
CHODO (Partial)	4	8,883,628	0	8,883,628
DP	974	37,220,000	0	37,220,000
DPS	14	0	0	0
DV1	234	0	2,096,500	2,096,500
DV1S	13	0	65,000	65,000
DV2	144	0	1,332,000	1,332,000
DV2S	4	0	30,000	30,000
DV3	112	0	1,085,000	1,085,000
DV3S	3	0	30,000	30,000
DV4	292	0	2,202,000	2,202,000
DV4S	47	0	414,000	414,000
DVHS	207	0	66,049,826	66,049,826
DVHSS	19	0	5,400,012	5,400,012
EX-XD	1	0	89,030	89,030
EX-XG	2	0	578,207	578,207
EX-XI	1	0	2,329,225	2,329,225
EX-XJ	20	0	111,354,409	111,354,409
EX-XL	3	0	1,124,220	1,124,220
EX-XU	3	0	502,248	502,248
EX-XV	1,895	0	3,282,586,756	3,282,586,756
EX-XV (Prorated)	5	0	1,966,678	1,966,678
EX366	360	0	94,892	94,892
FR	68	234,265,901	0	234,265,901
FRSS	1	0	384,047	384,047
HS	55,124	4,158,278,199	0	4,158,278,199
HT	85	14,160,224	0	14,160,224
LVE	56	308,586,143	0	308,586,143
OV65	16,891	664,154,486	0	664,154,486
OV65S	112	4,420,000	0	4,420,000
PC	48	2,069,602	0	2,069,602
PPV	14	256,698	0	256,698
SO	10	295,371	0	295,371
	Totals	**6,500,948,301**	**3,479,714,050**	**9,980,662,351**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	70,050		$104,402,360	$25,101,290,215	$20,075,275,167
B	Multi-Family Residential	1,210		$234,203,207	$4,938,304,231	$4,918,012,418
C1	Vacant Lots and Tracts	435		$0	$256,194,179	$256,193,179
D1	Qualified Open-Space Land	127	1,490.3580	$0	$553,360,113	$223,118
D2	Improvements on Qualified Open-Space La	17		$0	$772,340	$688,469
E	Rural Land, Non Qualified Open-Space Lan	243	812.7209	$681,384	$192,986,705	$190,074,709
F1	Commercial Real Property	2,375		$209,416,967	$12,978,740,489	$12,106,498,828
F2	Industrial and Manufacturing Real Property	329		$271,740,772	$2,034,228,302	$2,005,331,462
J2	Gas Distribution Systems	2		$0	$76,652,122	$76,652,122
J3	Electric Companies and Co-Ops	53		$0	$222,549,331	$221,536,841
J4	Telephone Companies and Co-Ops	119		$0	$114,672,403	$114,672,403
J5	Railroads	13		$0	$1,314,365	$1,314,365
J6	Pipelines	2		$0	$200,698	$200,698
J7	Cable Television Companies	2		$0	$1,974,936	$1,974,936
L1	Commercial Personal Property	10,908		$16,329,238	$3,099,393,021	$2,757,988,211
L2	Industrial and Manufacturing Personal Prop	8		$0	$51,296,409	$15,307,364
M1	Tangible Personal Mobile Homes	389		$110,638	$4,326,298	$4,103,694
O	Residential Real Property Inventory	880		$50,400,286	$135,873,658	$135,873,658
S	Special Personal Property Inventory	117		$0	$146,021,204	$146,021,204
X	Totally Exempt Property	2,361		$85,883,248	$3,730,862,079	$0
		Totals	2,303.0789	$973,168,100	$53,641,013,098	$43,027,942,846

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	2,092		$3,088,096	$792,549,138	$656,480,633
B	Multi-Family Residential	47		$0	$12,714,585	$12,378,332
C1	Vacant Lots and Tracts	4		$0	$3,463,858	$3,463,858
D1	Qualified Open-Space Land	1	6.5810	$0	$235,271	$494
D2	Improvements on Qualified Open-Space La	1		$0	$70,564	$70,564
E	Rural Land, Non Qualified Open-Space Lan	3	10.2778	$0	$1,664,717	$1,664,717
F1	Commercial Real Property	12		$0	$22,550,318	$22,550,318
F2	Industrial and Manufacturing Real Property	3		$0	$2,302,102	$2,302,102
J2	Gas Distribution Systems	1		$0	$1,209,930	$1,209,930
J3	Electric Companies and Co-Ops	1		$0	$9,713,019	$9,713,019
J4	Telephone Companies and Co-Ops	6		$0	$8,570,465	$8,570,465
L1	Commercial Personal Property	143		$1,146,537	$215,308,358	$197,198,784
L2	Industrial and Manufacturing Personal Prop	1		$0	$277,467	$277,467
		Totals	16.8588	$4,234,633	$1,070,629,792	$915,880,683

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	72,142		$107,490,456	$25,893,839,353	$20,731,755,800
B	Multi-Family Residential	1,257		$234,203,207	$4,951,018,816	$4,930,390,750
C1	Vacant Lots and Tracts	439		$0	$259,658,037	$259,657,037
D1	Qualified Open-Space Land	128	1,496.9390	$0	$553,595,384	$223,612
D2	Improvements on Qualified Open-Space La	18		$0	$842,904	$759,033
E	Rural Land, Non Qualified Open-Space Lan	246	822.9987	$681,384	$194,651,422	$191,739,426
F1	Commercial Real Property	2,387		$209,416,967	$13,001,290,807	$12,129,049,146
F2	Industrial and Manufacturing Real Property	332		$271,740,772	$2,036,530,404	$2,007,633,564
J2	Gas Distribution Systems	3		$0	$77,862,052	$77,862,052
J3	Electric Companies and Co-Ops	54		$0	$232,262,350	$231,249,860
J4	Telephone Companies and Co-Ops	125		$0	$123,242,868	$123,242,868
J5	Railroads	13		$0	$1,314,365	$1,314,365
J6	Pipelines	2		$0	$200,698	$200,698
J7	Cable Television Companies	2		$0	$1,974,936	$1,974,936
L1	Commercial Personal Property	11,051		$17,475,775	$3,314,701,379	$2,955,186,995
L2	Industrial and Manufacturing Personal Prop	9		$0	$51,573,876	$15,584,831
M1	Tangible Personal Mobile Homes	389		$110,638	$4,326,298	$4,103,694
O	Residential Real Property Inventory	880		$50,400,286	$135,873,658	$135,873,658
S	Special Personal Property Inventory	117		$0	$146,021,204	$146,021,204
X	Totally Exempt Property	2,361		$85,883,248	$3,730,862,079	$0
		Totals	2,319.9377	$977,402,733	$54,711,642,890	$43,943,823,529

New Value

TOTAL NEW VALUE MARKET:	$977,402,733
TOTAL NEW VALUE TAXABLE:	$808,042,508

New Exemptions

Exemption	Description	Count	2018 Market Value
EX-XD	11.181 Improving property for housing with volunteer labor	1	$86,430
EX-XJ	11.21 Private schools	2	$131,952
EX-XV	Other Exemptions (public, religious, charitable, and other property not rep	61	$81,471,051
EX366	House Bill 366 - Under $500	98	$56,600
	ABSOLUTE EXEMPTIONS VALUE LOSS		$81,746,033

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	10	$374,800
DV1	Disabled Veteran 10% - 29%	11	$55,000
DV2	Disabled Veteran 30% - 49%	8	$60,000
DV3	Disabled Veteran 50% - 69%	10	$100,000
DV4	Disabled Veteran 70% - 100%	28	$336,000
DV4S	Disabled Veteran Surviving Spouse 70% - 100%	2	$12,000
DVHS	100% Disabled Veteran Homestead	4	$1,129,400
HS	General Homestead	840	$68,543,875
OV65	Age 65 or Older	1,034	$41,170,916
OV65S	Age 65 or Older Surviving Spouse	3	$120,000
	PARTIAL EXEMPTIONS VALUE LOSS	1,950	$111,901,991
	NEW EXEMPTIONS VALUE LOSS		$193,648,024

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS $193,648,024

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
54,795	$379,629	$79,881	$299,748

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
54,781	$379,544	$79,851	$299,693

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
2,313	$1,070,629,792.00	$828,742,142

TIF11

Collin CAD

2019 CERTIFIED TOTALS

As of Certification

CPL - PLANO CITY

Property Count: 171

Grand Totals

7/16/2019 5:11:08PM

Land	Value			
Homesite:	1,188,850			
Non Homesite:	160,798,996			
Ag Market:	0			
Timber Market:	0	**Total Land**	(+)	161,987,846

Improvement	Value			
Homesite:	2,638,347			
Non Homesite:	473,731,764	**Total Improvements**	(+)	476,370,111

Non Real	Count	Value			
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	0
			Market Value	=	638,357,957

Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	**Productivity Loss**	(-)	0
Timber Use:	0	0	**Appraised Value**	=	638,357,957
Productivity Loss:	0	0			
			Homestead Cap	(-)	330,820
			Assessed Value	=	638,027,137
			Total Exemptions Amount (Breakdown on Next Page)	(-)	34,386,919
			Net Taxable	=	603,640,218

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
OV65	466,921	195,217	419.54	419.54	4			
Total	466,921	195,217	419.54	419.54	4	**Freeze Taxable**	(-)	195,217
Tax Rate	0.460300							
						Freeze Adjusted Taxable	=	603,445,001

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
2,778,076.88 = 603,445,001 * (0.460300 / 100) + 419.54

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	4	17,745,950	0	17,745,950
EX-XV	11	0	16,086,791	16,086,791
HS	12	354,178	0	354,178
OV65	5	200,000	0	200,000
	Totals	**18,300,128**	**16,086,791**	**34,386,919**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	29		$0	$3,827,197	$2,942,199
B	Multi-Family Residential	5		$0	$55,484,049	$55,484,049
C1	Vacant Lots and Tracts	10		$0	$5,803,586	$5,803,586
E	Rural Land, Non Qualified Open-Space Lan	4	112.3990	$0	$15,881,333	$15,881,333
F1	Commercial Real Property	17		$1,566,585	$27,842,546	$27,842,546
F2	Industrial and Manufacturing Real Property	92		$11,423,648	$513,123,031	$495,377,081
J3	Electric Companies and Co-Ops	3		$0	$309,424	$309,424
X	Totally Exempt Property	11		$0	$16,086,791	$0
		Totals	112.3990	$12,990,233	$638,357,957	$603,640,218

New Value

TOTAL NEW VALUE MARKET:	$12,990,233
TOTAL NEW VALUE TAXABLE:	$12,990,233

New Exemptions

Exemption	Description	Count

ABSOLUTE EXEMPTIONS VALUE LOSS

Exemption	Description	Count	Exemption Amount
OV65	Age 65 or Older	1	$40,000
	PARTIAL EXEMPTIONS VALUE LOSS	1	$40,000
	NEW EXEMPTIONS VALUE LOSS		$40,000

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS	$40,000

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
12	$147,575	$57,083	$90,492

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
12	$147,575	$57,083	$90,492

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
3	$3,440,554.00	$1,424,299

TIF III

Collin CAD

2019 CERTIFIED TOTALS

As of Certification

CPL - PLANO CITY

Property Count: 795

Grand Totals

7/16/2019 5:10:09PM

Land	Value			
Homesite:	11,976,988			
Non Homesite:	300,391,354			
Ag Market:	4,746,440			
Timber Market:	0	**Total Land**	(+)	317,114,782

Improvement	Value			
Homesite:	28,277,601			
Non Homesite:	609,874,356	**Total Improvements**	(+)	638,151,957

Non Real	Count	Value			
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	0
			Market Value	=	955,266,739

Ag	Non Exempt	Exempt			
Total Productivity Market:	4,746,440	0			
Ag Use:	1,864	0	**Productivity Loss**	(-)	4,744,576
Timber Use:	0	0	**Appraised Value**	=	950,522,163
Productivity Loss:	4,744,576	0			
			Homestead Cap	(-)	419,346
			Assessed Value	=	950,102,817
			Total Exemptions Amount (Breakdown on Next Page)	(-)	143,861,819
			Net Taxable	=	806,240,998

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	248,802	70,180	154.89	154.89	3			
OV65	2,627,923	1,528,275	5,188.76	5,215.81	14			
Total	2,876,725	1,598,455	5,343.65	5,370.70	17	**Freeze Taxable**	(-)	1,598,455
Tax Rate	0.460300							

Freeze Adjusted Taxable	=	804,642,543

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
3,709,113.28 = 804,642,543 * (0.460300 / 100) + 5,343.65

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	3	120,000	0	120,000
EX-XU	2	0	462,248	462,248
EX-XV	150	0	136,921,014	136,921,014
HS	71	3,357,893	0	3,357,893
HT	14	2,320,664	0	2,320,664
OV65	17	680,000	0	680,000
	Totals	**6,478,557**	**137,383,262**	**143,861,819**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	159		$2,776,588	$33,584,842	$26,869,960
B	Multi-Family Residential	17		$8,122,531	$196,582,955	$196,582,955
C1	Vacant Lots and Tracts	84		$0	$14,640,293	$14,640,293
D1	Qualified Open-Space Land	4	11.3719	$0	$4,746,440	$1,864
E	Rural Land, Non Qualified Open-Space Lan	6	2.3389	$0	$711,157	$711,157
F1	Commercial Real Property	277		$13,625,812	$443,260,435	$443,077,414
F2	Industrial and Manufacturing Real Property	68		$41,000	$117,120,001	$117,120,001
J2	Gas Distribution Systems	1		$0	$35,393	$35,393
J3	Electric Companies and Co-Ops	2		$0	$58,163	$58,163
J4	Telephone Companies and Co-Ops	2		$0	$1,362,401	$1,362,401
J5	Railroads	2		$0	$0	$0
O	Residential Real Property Inventory	37		$2,819,046	$5,781,397	$5,781,397
X	Totally Exempt Property	152		$1,093,556	$137,383,262	$0
		Totals	13.7108	$28,478,533	$955,266,739	$806,240,998

New Value

TOTAL NEW VALUE MARKET:	**$28,478,533**
TOTAL NEW VALUE TAXABLE:	**$21,059,895**

New Exemptions

Exemption	Description	Count	2018 Market Value
EX-XV	Other Exemptions (public, religious, charitable, and other property not rep	7	$2,434,264
	ABSOLUTE EXEMPTIONS VALUE LOSS		**$2,434,264**

Exemption	Description	Count	Exemption Amount
HS	General Homestead	8	$653,337
OV65	Age 65 or Older	3	$120,000
	PARTIAL EXEMPTIONS VALUE LOSS	**11**	**$773,337**
	NEW EXEMPTIONS VALUE LOSS		**$3,207,601**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
	INCREASED EXEMPTIONS VALUE LOSS		
	TOTAL EXEMPTIONS VALUE LOSS		**$3,207,601**

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
71	$236,472	$53,201	$183,271

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
71	$236,472	$53,201	$183,271

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
5	$5,862,835.00	$5,334,300

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2019

On July 17, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2019.

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 17, 2019

Robert Warner
CHAIRPERSON APPRAISAL REVIEW BOARD

CERTIFICATION OF 2019 ROLL

July 23, 2019

"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 LORNE
NOTARY PUBLIC
EXPIRES:02-08-2023

BEATRICE LORNE
NOTARY PUBLIC
ID# 125995609
State of Texas
Comm. Exp. 02-08-2023

CERTIFICATION OF 2019 AND PRIOR YEAR SUPPLEMENTAL ROLL

July 23, 2019

"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 LORNE
NOTARY PUBLIC
EXPIRES: 02-08-2023

BEATRICE LORNE
NOTARY PUBLIC
ID# 125995609
State of Texas
Comm. Exp. 02-08-2023

Land		Value			
Homesite:		282,356,550			
Non Homesite:		228,022,911			
Ag Market:		73,374,533			
Timber Market:		0	**Total Land**	(+)	583,753,994
Improvement		**Value**			
Homesite:		846,042,815			
Non Homesite:		269,262,591	**Total Improvements**	(+)	1,115,305,406
Non Real	**Count**	**Value**			
Personal Property:	92	76,556,247			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	76,556,247
			Market Value	=	1,775,615,647
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	73,374,533	0			
Ag Use:	489,967	0	**Productivity Loss**	(-)	72,884,566
Timber Use:	0	0	**Appraised Value**	=	1,702,731,081
Productivity Loss:	72,884,566	0			
			Homestead Cap	(-)	1,144,706
			Assessed Value	=	1,701,586,375
			Total Exemptions Amount (Breakdown on Next Page)	(-)	354,237,052
			Net Taxable	=	1,347,349,323

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	5,460,358	3,923,786	15,717.45	15,760.97	11			
DPS	564,018	451,214	1,647.53	1,647.53	1			
OV65	285,253,734	203,632,007	759,004.61	769,692.43	556			
Total	291,278,110	208,007,007	776,369.59	787,100.93	568	**Freeze Taxable**	(-)	208,007,007
Tax Rate	0.460300							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	937,523	670,019	556,749	113,270	2			
Total	937,523	670,019	556,749	113,270	2	**Transfer Adjustment**	(-)	113,270
						Freeze Adjusted Taxable	=	1,139,229,046

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,020,240.89 = 1,139,229,046 * (0.460300 / 100) + 776,369.59

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	65,238,603	0	65,238,603
DP	12	480,000	0	480,000
DPS	1	0	0	0
DV1	6	0	65,000	65,000
DV2	2	0	19,500	19,500
DV3	9	0	100,000	100,000
DV4	9	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	6	0	2,504,312	2,504,312
DVHSS	2	0	668,319	668,319
EX-XV	25	0	76,905,729	76,905,729
EX366	6	0	1,026	1,026
HS	1,604	184,705,046	0	184,705,046
OV65	581	22,785,517	0	22,785,517
OV65S	18	680,000	0	680,000
	Totals	**273,889,166**	**80,347,886**	**354,237,052**

Land	Value			
Homesite:	8,467,122			
Non Homesite:	0			
Ag Market:	0			
Timber Market:	0	**Total Land**	(+)	8,467,122

Improvement	Value			
Homesite:	22,069,787			
Non Homesite:	0	**Total Improvements**	(+)	22,069,787

Non Real	Count	Value			
Personal Property:	3	135,566			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	135,566
			Market Value	=	30,672,475

Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0	**Productivity Loss**	(-)	0
Timber Use:	0	0	**Appraised Value**	=	30,672,475
Productivity Loss:	0	0			
			Homestead Cap	(-)	24,180
			Assessed Value	=	30,648,295
			Total Exemptions Amount (Breakdown on Next Page)	(-)	5,442,834
			Net Taxable	=	25,205,461

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
OV65	2,046,005	1,356,805	6,245.37	11,198.91	7			
Total	2,046,005	1,356,805	6,245.37	11,198.91	7	**Freeze Taxable**	(-)	1,356,805
Tax Rate	0.460300							
						Freeze Adjusted Taxable	=	23,848,656

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
116,020.73 = 23,848,656 * (0.460300 / 100) + 6,245.37

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
HS	66	5,162,834	0	5,162,834
OV65	6	240,000	0	240,000
OV65S	1	40,000	0	40,000
	Totals	**5,442,834**	**0**	**5,442,834**

Land	Value			
Homesite:	290,823,672			
Non Homesite:	228,022,911			
Ag Market:	73,374,533			
Timber Market:	0	**Total Land**	(+)	592,221,116

Improvement	Value			
Homesite:	868,112,602			
Non Homesite:	269,262,591	**Total Improvements**	(+)	1,137,375,193

Non Real	Count	Value			
Personal Property:	95	76,691,813			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	76,691,813
			Market Value	=	1,806,288,122

Ag	Non Exempt	Exempt			
Total Productivity Market:	73,374,533	0			
Ag Use:	489,967	0	**Productivity Loss**	(-)	72,884,566
Timber Use:	0	0	**Appraised Value**	=	1,733,403,556
Productivity Loss:	72,884,566	0			
			Homestead Cap	(-)	1,168,886
			Assessed Value	=	1,732,234,670
			Total Exemptions Amount (Breakdown on Next Page)	(-)	359,679,886
			Net Taxable	=	1,372,554,784

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	5,460,358	3,923,786	15,717.45	15,760.97	11			
DPS	564,018	451,214	1,647.53	1,647.53	1			
OV65	287,299,739	204,988,812	765,249.98	780,891.34	563			
Total	293,324,115	209,363,812	782,614.96	798,299.84	575	**Freeze Taxable**	(-)	209,363,812
Tax Rate	0.460300							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
OV65	937,523	670,019	556,749	113,270	2			
Total	937,523	670,019	556,749	113,270	2	**Transfer Adjustment**	(-)	113,270
						Freeze Adjusted Taxable	=	1,163,077,702

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,136,261.62 = 1,163,077,702 * (0.460300 / 100) + 782,614.96

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	2	65,238,603	0	65,238,603
DP	12	480,000	0	480,000
DPS	1	0	0	0
DV1	6	0	65,000	65,000
DV2	2	0	19,500	19,500
DV3	9	0	100,000	100,000
DV4	9	0	36,000	36,000
DV4S	4	0	48,000	48,000
DVHS	6	0	2,504,312	2,504,312
DVHSS	2	0	668,319	668,319
EX-XV	25	0	76,905,729	76,905,729
EX366	6	0	1,026	1,026
HS	1,670	189,867,880	0	189,867,880
OV65	587	23,025,517	0	23,025,517
OV65S	19	720,000	0	720,000
	Totals	**279,332,000**	**80,347,886**	**359,679,886**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	2,028		$9,609,587	$1,122,835,397	$910,856,467
B	MULTIFAMILY RESIDENCE	1		$0	$48,483,582	$48,483,582
C1	VACANT LOTS AND LAND TRACTS	100		$0	$15,449,694	$15,449,694
D1	QUALIFIED AG LAND	7	122.8180	$0	$73,374,533	$489,605
D2	NON-QUALIFIED LAND	1		$0	$7,253	$1,075
E	FARM OR RANCH IMPROVEMENT	3	13.5212	$0	$5,911,915	$4,660,985
F1	COMMERCIAL REAL PROPERTY	20		$12,518,702	$361,752,796	$300,054,575
J2	GAS DISTRIBUTION SYSTEM	1		$0	$303,140	$303,140
J3	ELECTRIC COMPANY (INCLUDING C	2		$0	$4,601,890	$4,601,890
J4	TELEPHONE COMPANY (INCLUDI	5		$0	$971,270	$971,270
J7	CABLE TELEVISION COMPANY	2		$0	$121,300	$121,300
L1	COMMERCIAL PERSONAL PROPE	71		$83,859	$64,841,602	$61,301,220
L2	INDUSTRIAL PERSONAL PROPERT	1		$0	$54,520	$54,520
X	TOTALLY EXEMPT PROPERTY	31		$0	$76,906,755	$0
		Totals	136.3392	$22,212,148	$1,775,615,647	$1,347,349,323

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	80		$466,911	$30,536,909	$25,069,895
L1	COMMERCIAL PERSONAL PROPE	3		$0	$135,566	$135,566
		Totals	0.0000	$466,911	$30,672,475	$25,205,461

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	2,108		$10,076,498	$1,153,372,306	$935,926,362
B	MULTIFAMILY RESIDENCE	1		$0	$48,483,582	$48,483,582
C1	VACANT LOTS AND LAND TRACTS	100		$0	$15,449,694	$15,449,694
D1	QUALIFIED AG LAND	7	122.8180	$0	$73,374,533	$489,605
D2	NON-QUALIFIED LAND	1		$0	$7,253	$1,075
E	FARM OR RANCH IMPROVEMENT	3	13.5212	$0	$5,911,915	$4,660,985
F1	COMMERCIAL REAL PROPERTY	20		$12,518,702	$361,752,796	$300,054,575
J2	GAS DISTRIBUTION SYSTEM	1		$0	$303,140	$303,140
J3	ELECTRIC COMPANY (INCLUDING C	2		$0	$4,601,890	$4,601,890
J4	TELEPHONE COMPANY (INCLUDI	5		$0	$971,270	$971,270
J7	CABLE TELEVISION COMPANY	2		$0	$121,300	$121,300
L1	COMMERCIAL PERSONAL PROPE	74		$83,859	$64,977,168	$61,436,786
L2	INDUSTRIAL PERSONAL PROPERT	1		$0	$54,520	$54,520
X	TOTALLY EXEMPT PROPERTY	31		$0	$76,906,755	$0
		Totals	136.3392	$22,679,059	$1,806,288,122	$1,372,554,784

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A020	BUILDER HOME PLANS - REFERENC	2		$0	$0	$0
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	1,208		$9,550,244	$807,391,313	$659,377,140
A4	CONDOS	129		$0	$38,995,317	$28,856,956
A5	TOWNHOMES	420		$0	$113,716,063	$95,133,240
A6	REAL, RESIDENTIAL GOLF COURSE	269		$59,343	$162,732,704	$127,489,131
B1	REAL, RESIDENTIAL, APARTMENTS	1		$0	$48,483,582	$48,483,582
C1	REAL, VACANT PLATTED RESIDENTI	96		$0	$8,225,463	$8,225,463
C2	COMMERCIAL VACANT LOT	4		$0	$7,224,231	$7,224,231
D1	QUALIFIED AG LAND	7	122.8180	$0	$73,374,533	$489,605
D2	FARM AND RANCH IMPSS ON QUALI	1		$0	$7,253	$1,075
E1	LAND AND IMPROVMENTS (NON AG Q	2		$0	$5,910,915	$4,659,985
E4	VACANT NON QUALIFIED NON HOME	1		$0	$1,000	$1,000
F010	COMMERCIAL BUILDER PLANS - RE	1		$0	$246,668	$246,668
F1	REAL COMMERCIAL	20		$12,518,702	$361,506,128	$299,807,907
J2	REAL & TANGIBLE PERSONAL, UTIL	1		$0	$303,140	$303,140
J3	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$4,601,890	$4,601,890
J4	REAL & TANGIBLE PERSONAL, UTIL	5		$0	$971,270	$971,270
J7	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$121,300	$121,300
L1	BPP TANGIBLE COMERCIAL PROPER	37		$83,859	$63,006,274	$59,465,892
L2	BPP TANGIBLE INDUSTRIAL PROPER	1		$0	$54,520	$54,520
L3	BPP TANGIBLE COMMERCIAL LEASE	34		$0	$1,835,328	$1,835,328
X		31		$0	$76,906,755	$0
		Totals	122.8180	$22,212,148	$1,775,615,647	$1,347,349,323

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	61		$466,911	$24,311,442	$19,880,900
A4	CONDOS	1		$0	$159,955	$159,955
A5	TOWNHOMES	1		$0	$139,870	$139,870
A6	REAL, RESIDENTIAL GOLF COURSE	17		$0	$5,925,642	$4,889,170
L1	BPP TANGIBLE COMERCIAL PROPER	1		$0	$129,829	$129,829
L3	BPP TANGIBLE COMMERCIAL LEASE	2		$0	$5,737	$5,737
		Totals	0.0000	$466,911	$30,672,475	$25,205,461

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A020	BUILDER HOME PLANS - REFERENC	2		$0	$0	$0
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	1,269		$10,017,155	$831,702,755	$679,258,040
A4	CONDOS	130		$0	$39,155,272	$29,016,911
A5	TOWNHOMES	421		$0	$113,855,933	$95,273,110
A6	REAL, RESIDENTIAL GOLF COURSE	286		$59,343	$168,658,346	$132,378,301
B1	REAL, RESIDENTIAL, APARTMENTS	1		$0	$48,483,582	$48,483,582
C1	REAL, VACANT PLATTED RESIDENTI	96		$0	$8,225,463	$8,225,463
C2	COMMERCIAL VACANT LOT	4		$0	$7,224,231	$7,224,231
D1	QUALIFIED AG LAND	7	122.8180	$0	$73,374,533	$489,605
D2	FARM AND RANCH IMPSS ON QUALI	1		$0	$7,253	$1,075
E1	LAND AND IMPROVMENTS (NON AG Q	2		$0	$5,910,915	$4,659,985
E4	VACANT NON QUALIFIED NON HOME	1		$0	$1,000	$1,000
F010	COMMERCIAL BUILDER PLANS - RE	1		$0	$246,668	$246,668
F1	REAL COMMERCIAL	20		$12,518,702	$361,506,128	$299,807,907
J2	REAL & TANGIBLE PERSONAL, UTIL	1		$0	$303,140	$303,140
J3	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$4,601,890	$4,601,890
J4	REAL & TANGIBLE PERSONAL, UTIL	5		$0	$971,270	$971,270
J7	REAL & TANGIBLE PERSONAL, UTIL	2		$0	$121,300	$121,300
L1	BPP TANGIBLE COMERCIAL PROPER	38		$83,859	$63,136,103	$59,595,721
L2	BPP TANGIBLE INDUSTRIAL PROPER	1		$0	$54,520	$54,520
L3	BPP TANGIBLE COMMERCIAL LEASE	36		$0	$1,841,065	$1,841,065
X		31		$0	$76,906,755	$0
		Totals	122.8180	$22,679,059	$1,806,288,122	$1,372,554,784

New Value

TOTAL NEW VALUE MARKET:	$22,679,059
TOTAL NEW VALUE TAXABLE:	$21,724,250

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (including public property, r	1	2018 Market Value	$0
EX366	HB366 Exempt	1	2018 Market Value	$655
		ABSOLUTE EXEMPTIONS VALUE LOSS		$655

Exemption	Description	Count	Exemption Amount
DP	Disability	1	$40,000
DV1	Disabled Veterans 10% - 29%	1	$5,000
DV3	Disabled Veterans 50% - 69%	2	$22,000
DV4	Disabled Veterans 70% - 100%	2	$12,000
HS	Homestead	52	$6,303,829
OV65	Over 65	37	$1,433,200
	PARTIAL EXEMPTIONS VALUE LOSS	95	$7,816,029
		NEW EXEMPTIONS VALUE LOSS	$7,816,684

Increased Exemptions

Exemption	Description	Count	Increased Exemption_Amount
	INCREASED EXEMPTIONS VALUE LOSS		
		TOTAL EXEMPTIONS VALUE LOSS	$7,816,684

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
1,670	$570,372	$114,393	$455,979

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,668	$567,512	$113,825	$453,687

2019 CERTIFIED TOTALS

C29 - PLANO CITY OF

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
83	$30,672,475.00	$25,205,461

CITY OF PLANO
COUNCIL AGENDA ITEM

Council Meeting Date: 8/12/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Discussion of the Proposed FY 2019-20 Community Investment Program. **Presented**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 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	0	0
Balance	0	0	0	0

FUND(S): Capital Project Funds

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

Presentation by staff on the various projects included in the Proposed FY 2019-20 Community Investment Program.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Natural Environment, Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Proposed 2019-20 CIP Presentation Agenda	7/31/2019	Informational
Presentation	8/8/2019	Other
P & Z 1st Vice Chair CIP Letter	8/6/2019	Letter

City Council Worksession
On the Proposed 2019-20 Community Investment Program
Senator Florence Shapiro Council Chambers, Plano Municipal Center
1520 K Avenue, Plano, Texas
Monday, August 12, 2019, 7:00 p.m.

Community Investment Program Area	**Presenter**
Introduction & Overview	Israelson
Parks & Recreation	Reeves
• Recreation Facilities	
• Park Improvements	
• Park Capital Maintenance Fund Projects	
• Park Fee Program	
• Parking Garage at Plano Event Center	
Engineering	Thornhill
• Street Improvements	
• Municipal Drainage Projects	
• Water & Sewer Improvements	
Facilities	Razinha
• Facilities Projects	
• Facilities Capital Maintenance Fund	
Public Works	Cosgrove
• Street Capital Maintenance Fund & Street Improvements	
• Water & Sewer Projects	

Proposed

Community Investment Program 2019-2020

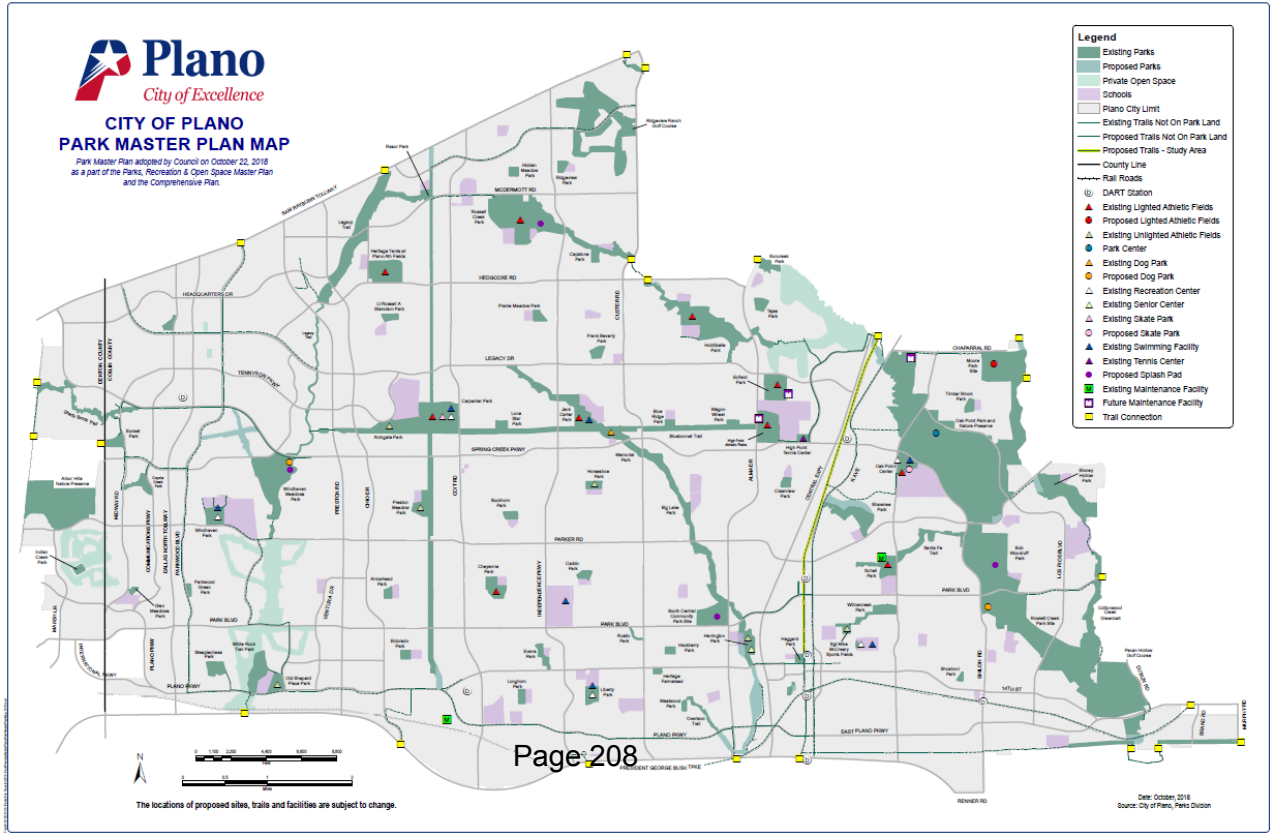
CIP Projects

- **Funding Categories**
  - Parks and Recreation
  - Street Improvements
  - Municipal Drainage
  - Water Projects
  - Sewer Projects
  - Facility Projects
  - Capital Maintenance

Parks and Recreation
Funding Sources

Recreation Facilities	$10,826,500
Park Improvements	$24,925,892
Street Enhancements	$ 90,000
Park Capital Maintenance Fund	$ 8,532,359
Park Fee Program	$ 2,424,119
Parking Garage at PEC	$12,500,000

Park Master Plan



Recreation Center Projects

13/17 High Point Tennis Center	$4,000,000
17 Oak Point Recreation Center Pool	$5,391,500
19 Aquatic Pumps	$ 935,000
19 Plano Aquatic Center Roof Replacement	$ 500,000
Total	**$10,826,500**

13/17 High Point Tennis Center
$4,000,000

HIGH POINT TENNIS CENTER

SITE PLAN
PLANO, TEXAS
JBI PARTNERS

17 Oak Point Recreation Center Pool
$5,391,500

19 Tom Muehlenbeck Pump Room
$935,000

19 Plano Aquatic Center Roof
$500,000

Park Improvement Projects

13 Recreational Trails	$2,500,000
17 Artificial Turf Fields	$ 400,000
17 Athletic Field Improvements	$ 320,209
17 Carpenter Park Renovation II	$5,500,000
17 Harrington Park	$ 473,000
17 High Point Maintenance Facility	$1,600,000

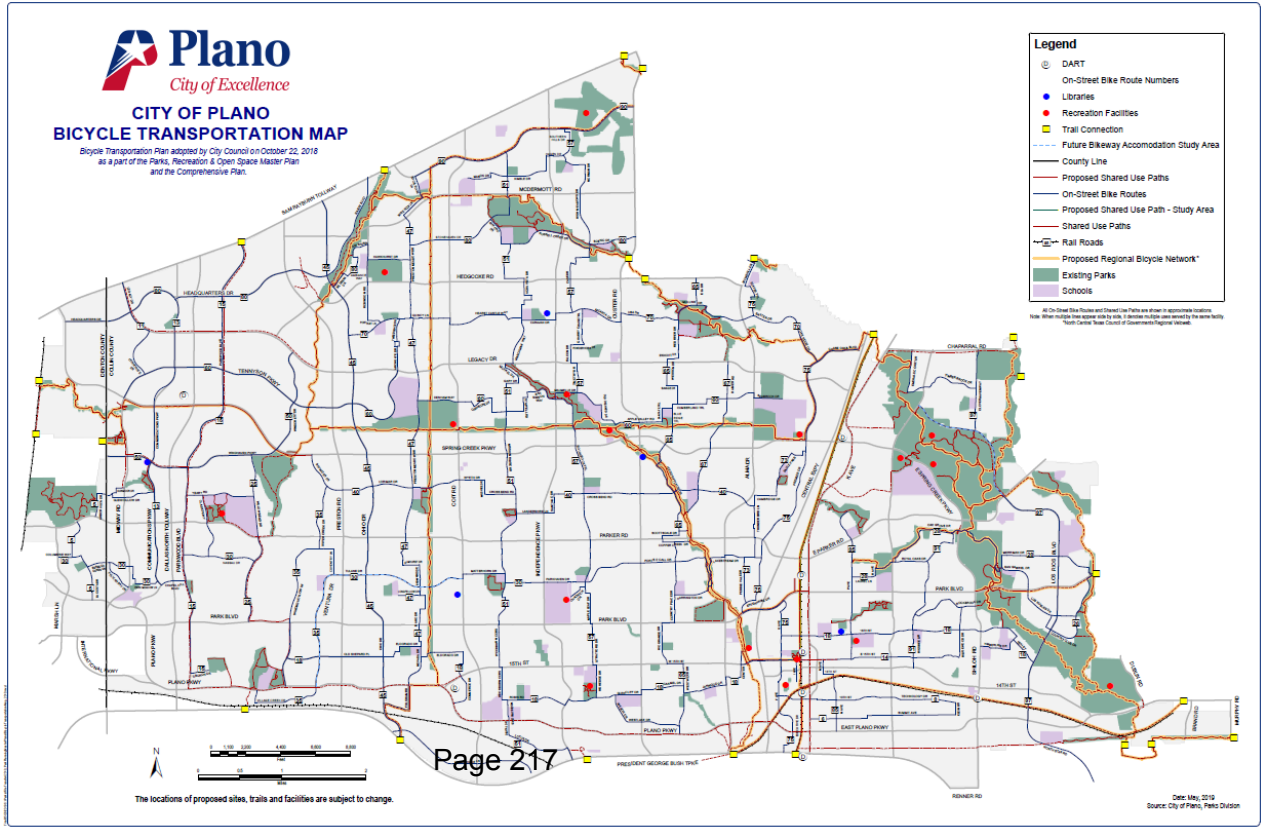
Park Improvement Projects

17 Jack Carter Park Improvements	$ 417,683
17 Oak Point Park & Nature Preserve	$1,250,000
17 Park Improvements	$1,250,000
17 Recreational Trails	$2,000,000
17 Rowlett Creek Greenbelt (Los Rios Park)	$1,300,000

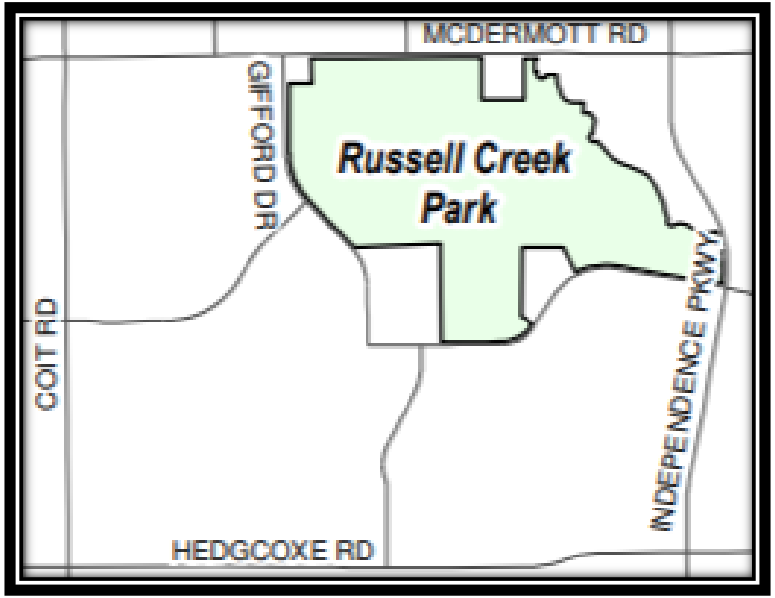
Park Improvement Projects

19 Community Parks	$ 2,790,000
19 Lighting Replacements	$ 1,360,000
19 Neighborhood Parks	$ 1,875,000
19 Park Restrooms	$ 1,175,000
19 Trail Repair	$ 715,000
Total	**$24,925,892**

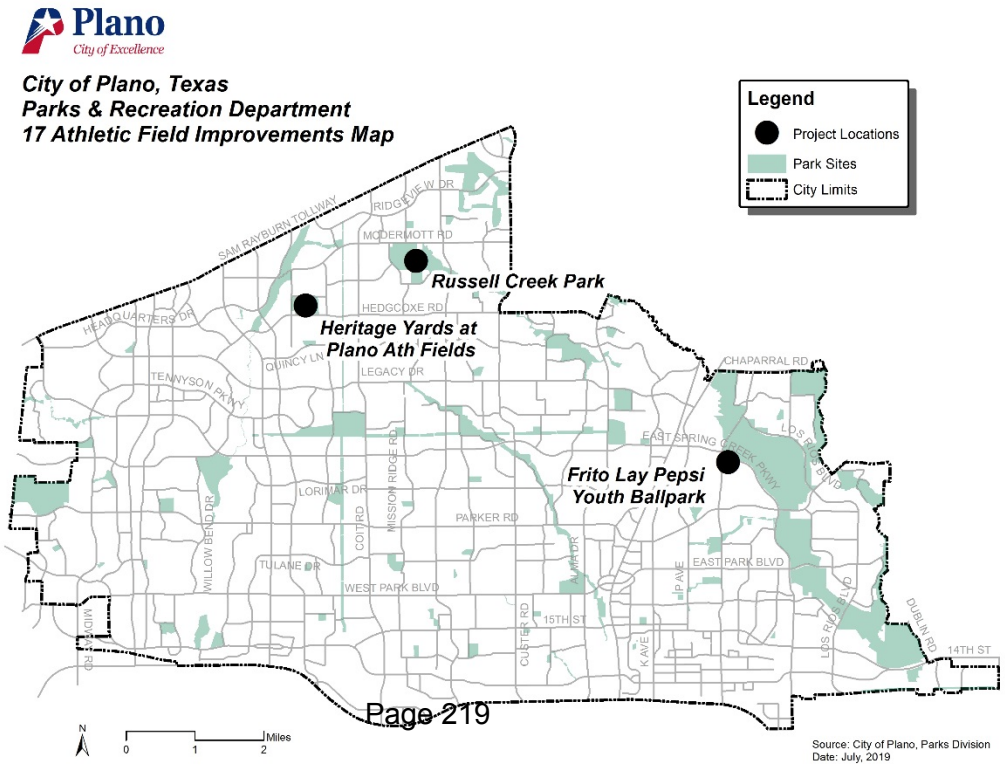
13 Recreational Trails
$2,500,000



17 Artificial Turf Fields
$400,000

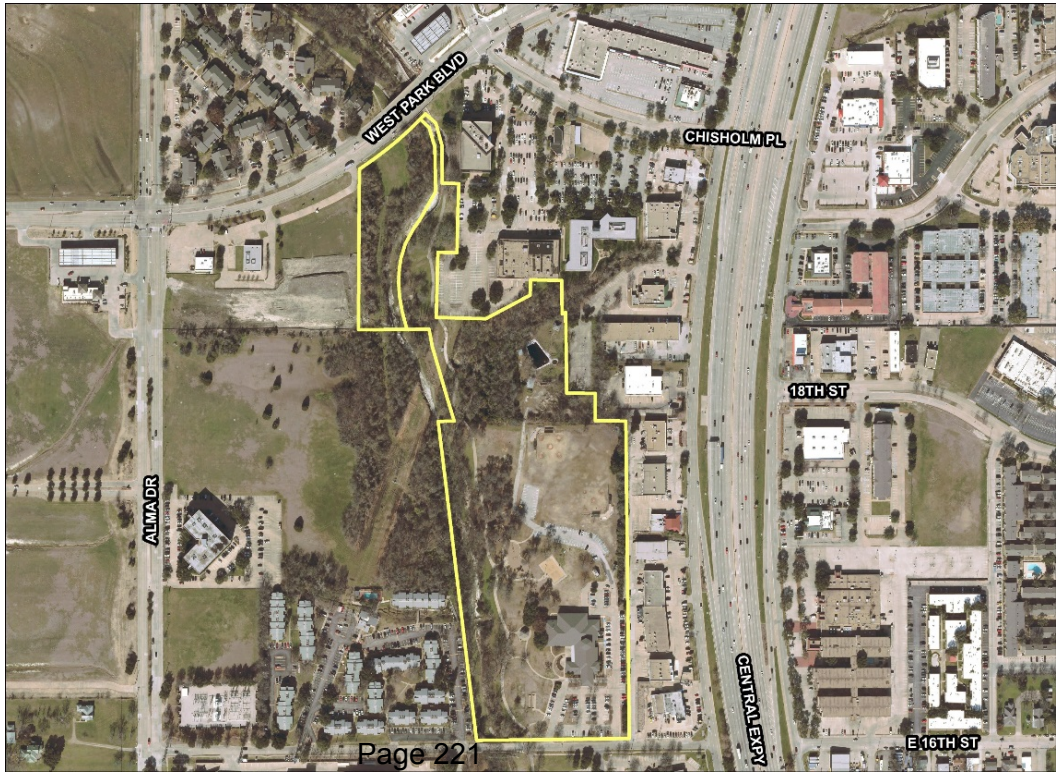


17 Athletic Field Improvements
$320,209

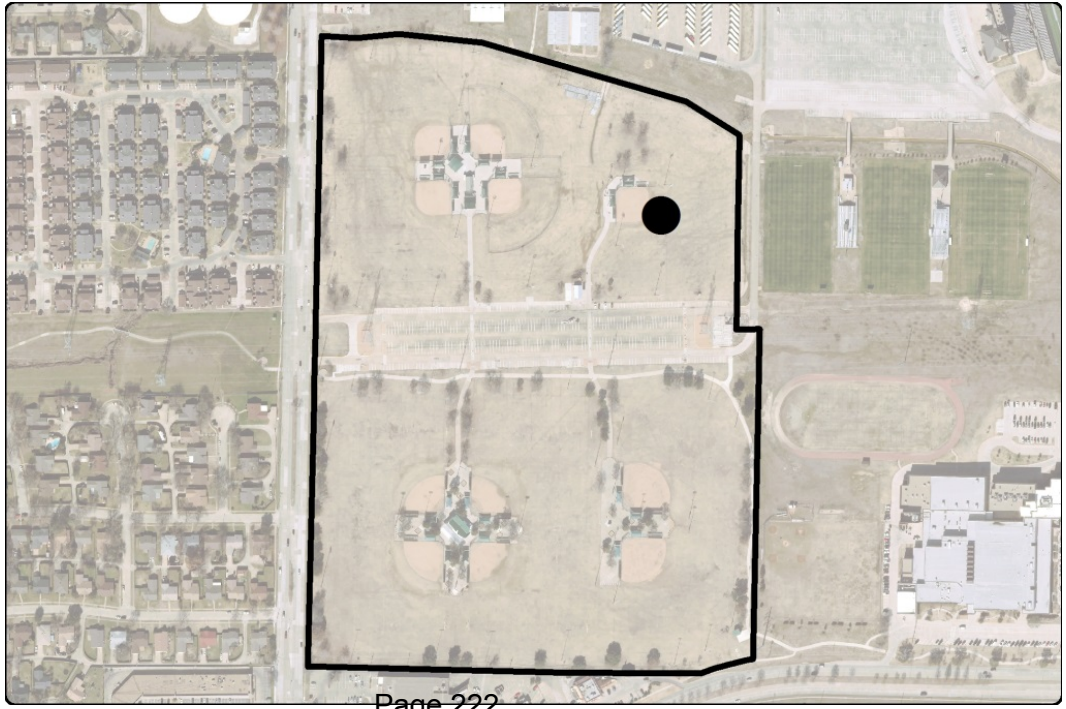


17 Carpenter Park Renovation II
$5,500,000

17 Harrington Park
$473,000



17 High Point Maintenance Facility
$1,600,000



17 Jack Carter Park Improvements
$417,683

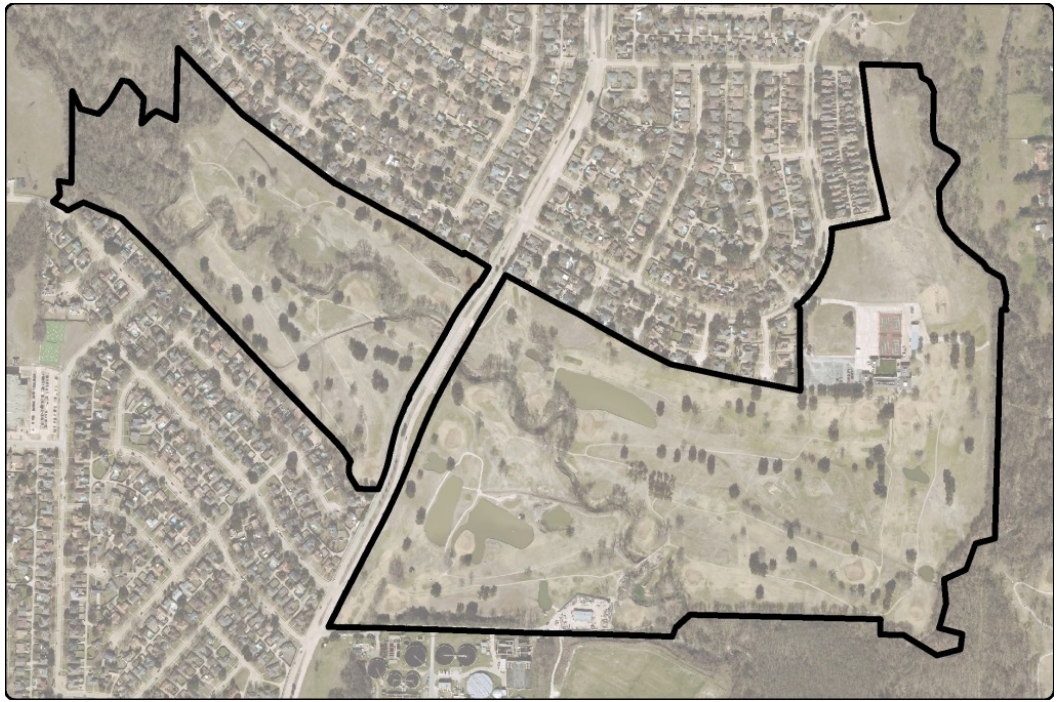
17 Oak Point Park & Nature Preserve
$1,250,000

17 Park Improvements
$1,250,000

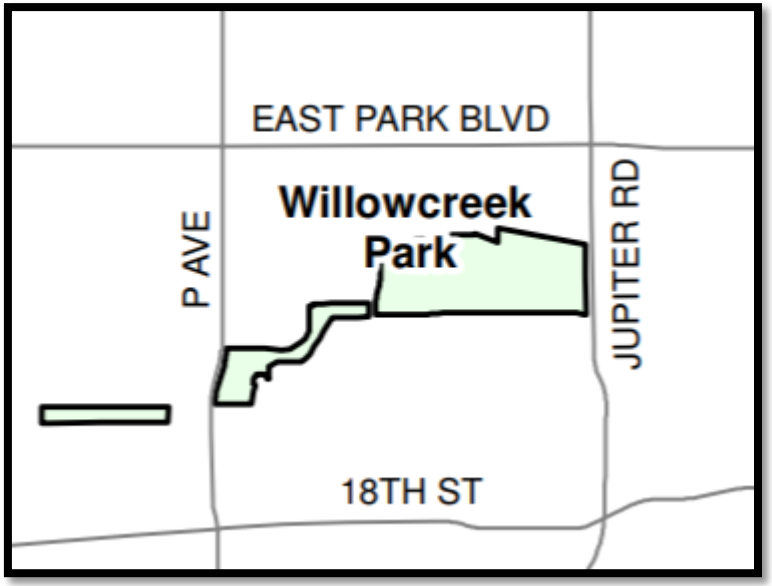
17 Recreational Trails
$2,000,000

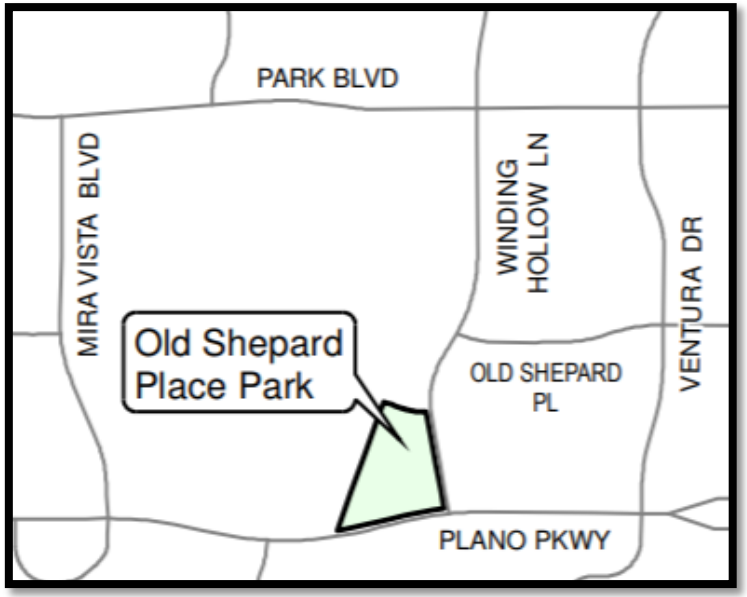
- Legacy Trail
- Cottonbelt Rail Trail
- Hoblitzelle Trail
- Cottonwood Creek GreenbeltTrail

17 Rowlett Creek Greenbelt (Los Rios Park), Phase 1 - $1,300,000

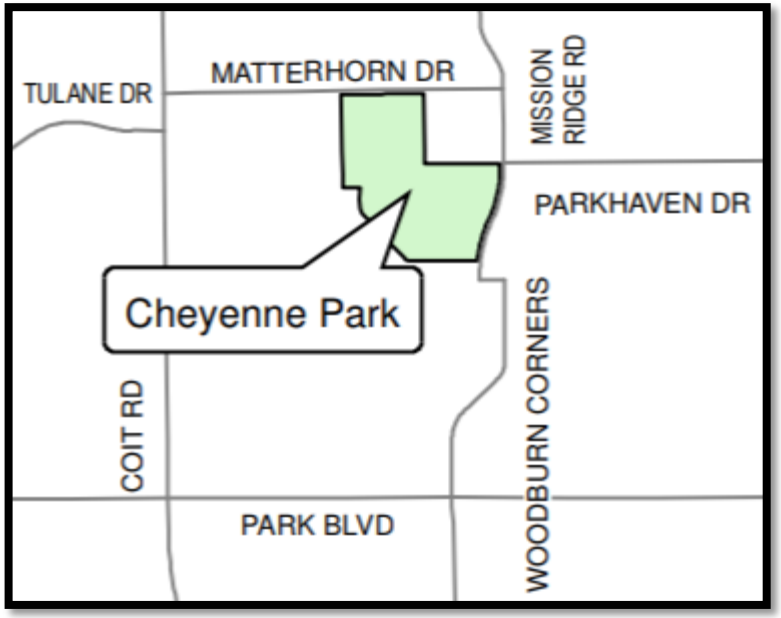


19 Community Parks
$2,790,000

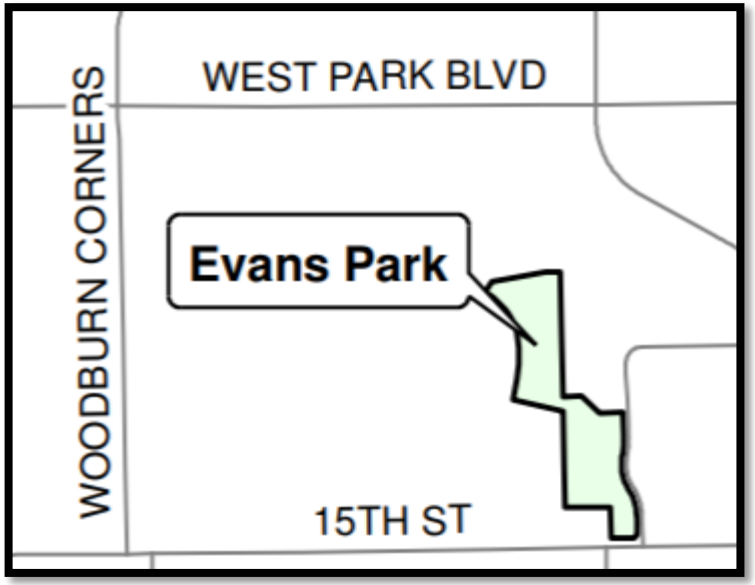




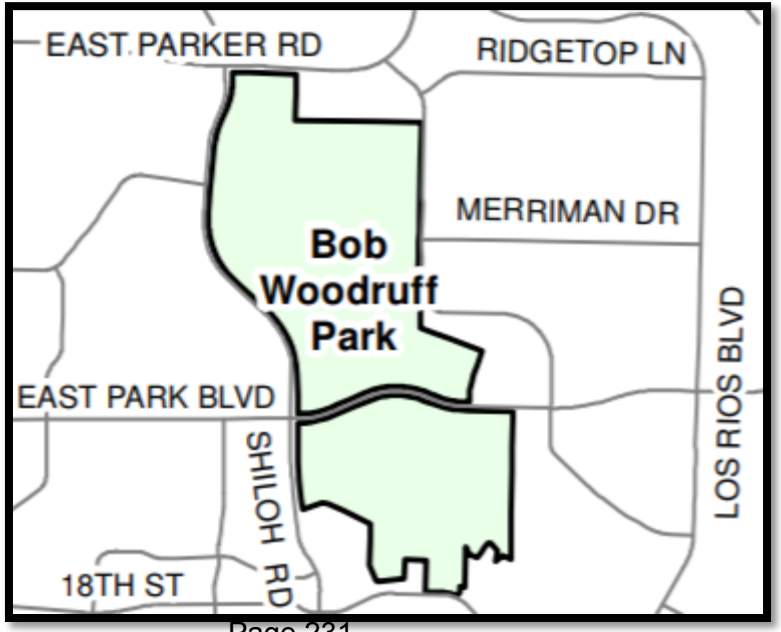
19 Lighting Replacements
$1,360,000



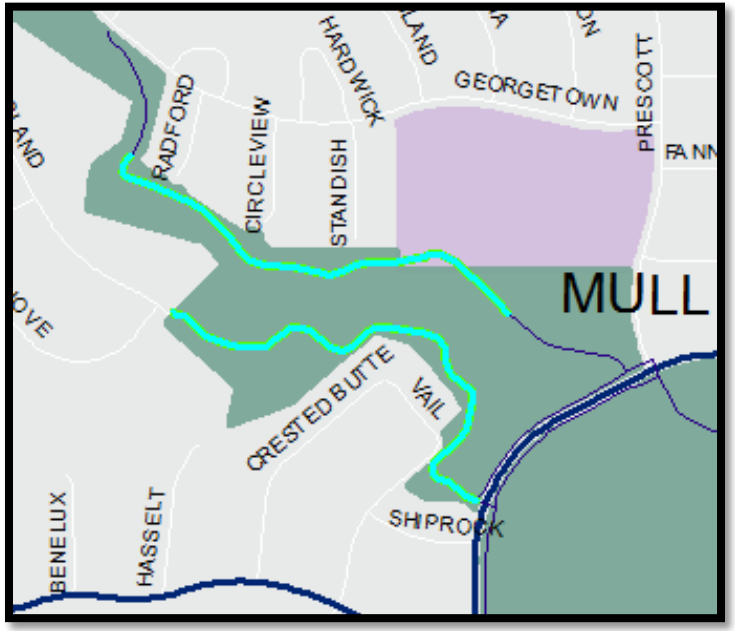
19 Neighborhood Parks
$1,875,000



19 Restrooms
$1,175,000



19 Trail Replacements
$715,000



Street Enhancements
$90,000

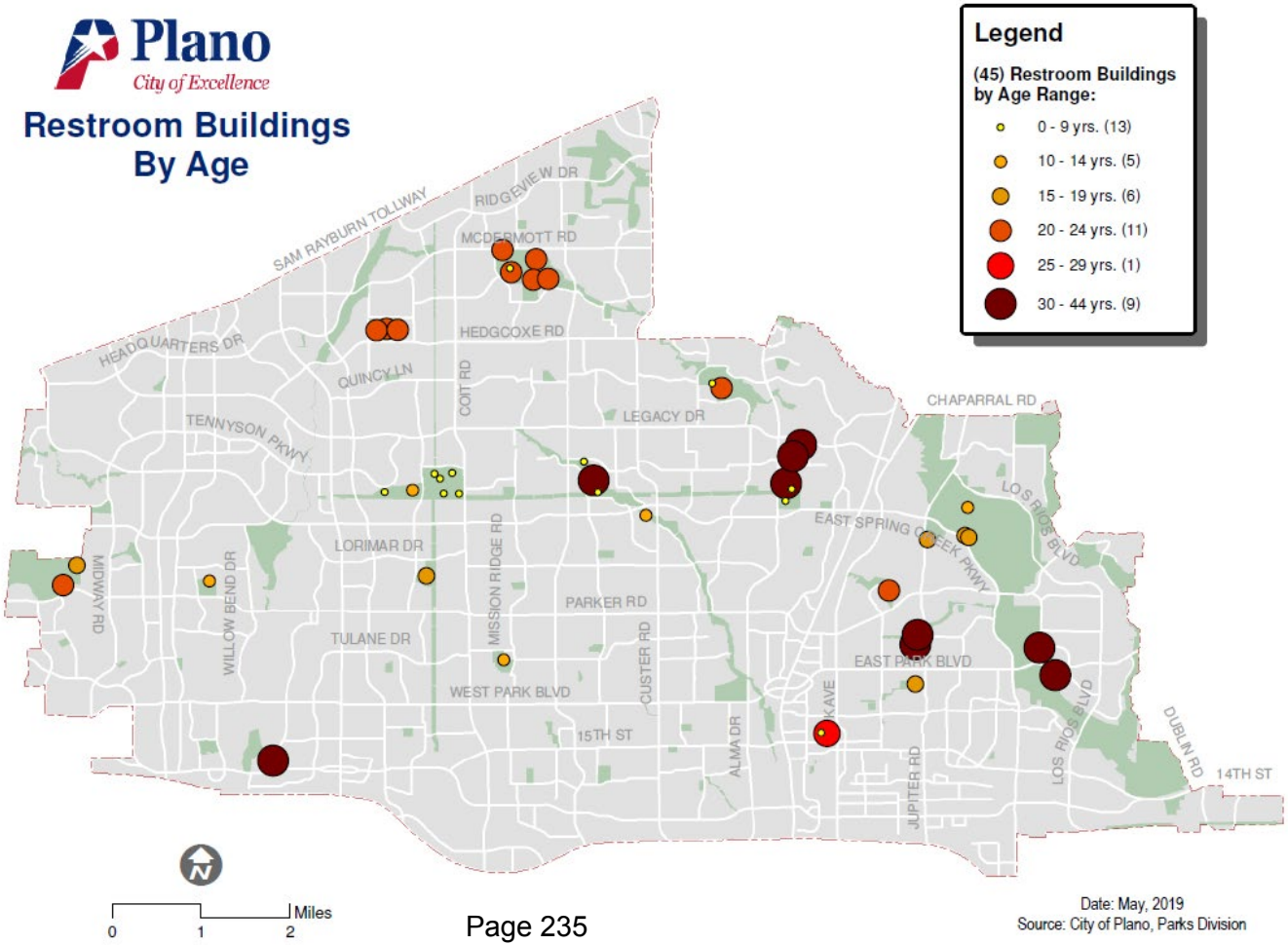
- Landscaped city entryways
  - tree plantings and city entry signage

Capital Maintenance - Parks

- 5267 acres of responsibility
  - Parks
  - Public buildings
  - Medians
  - Rights of way
- 154 athletic fields
- 70 playgrounds
- 45 restroom buildings
- 83 miles trail
- 5 miles living screen
- 28,000 trees
- 497 irrigation systems

Plano
City of Excellence

Restroom Buildings By Age

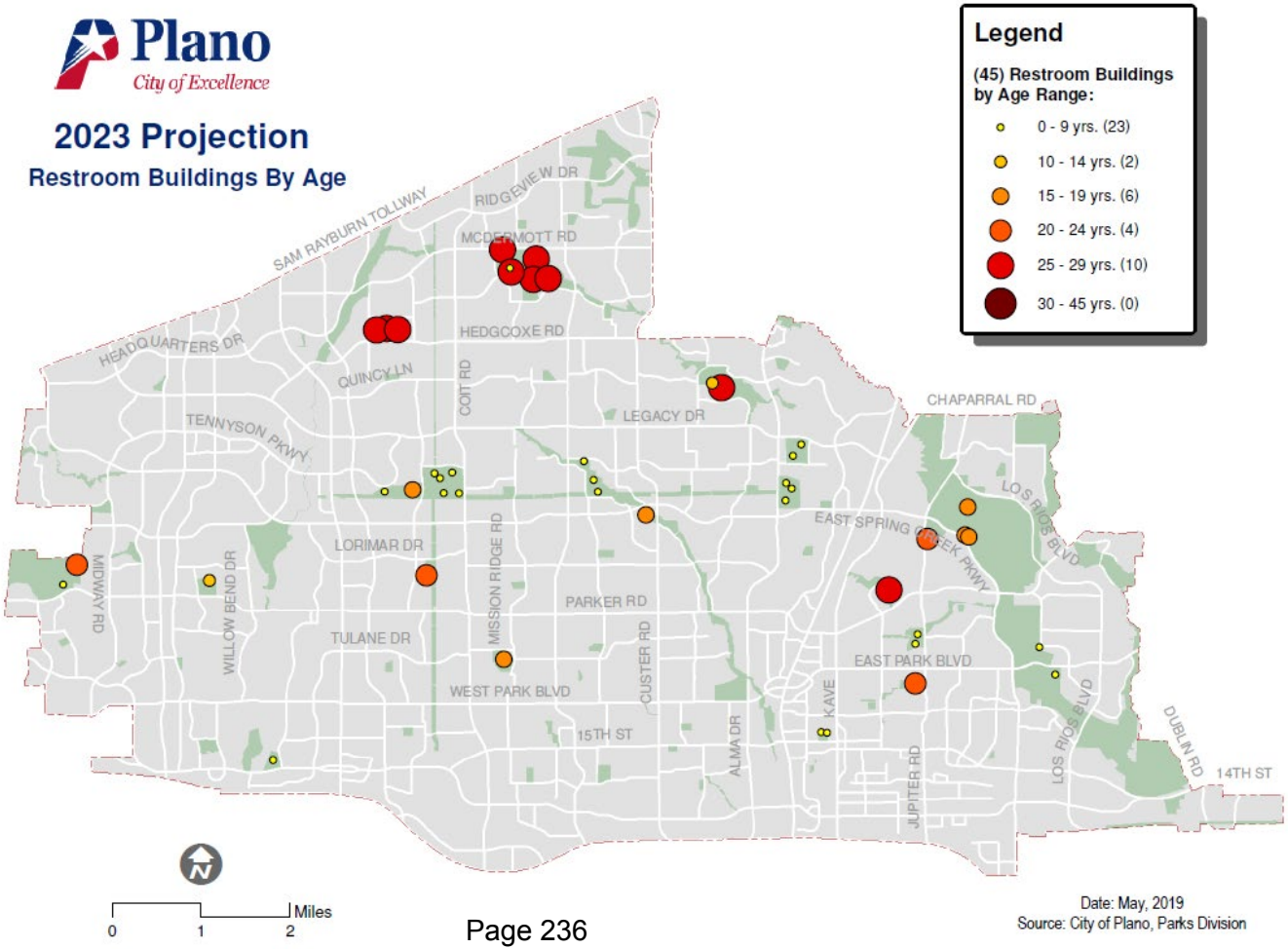


TinaB 5/1/2019 L:\worduser\Restrooms\RestroomsByAge2019.mxd

Plano
City of Excellence

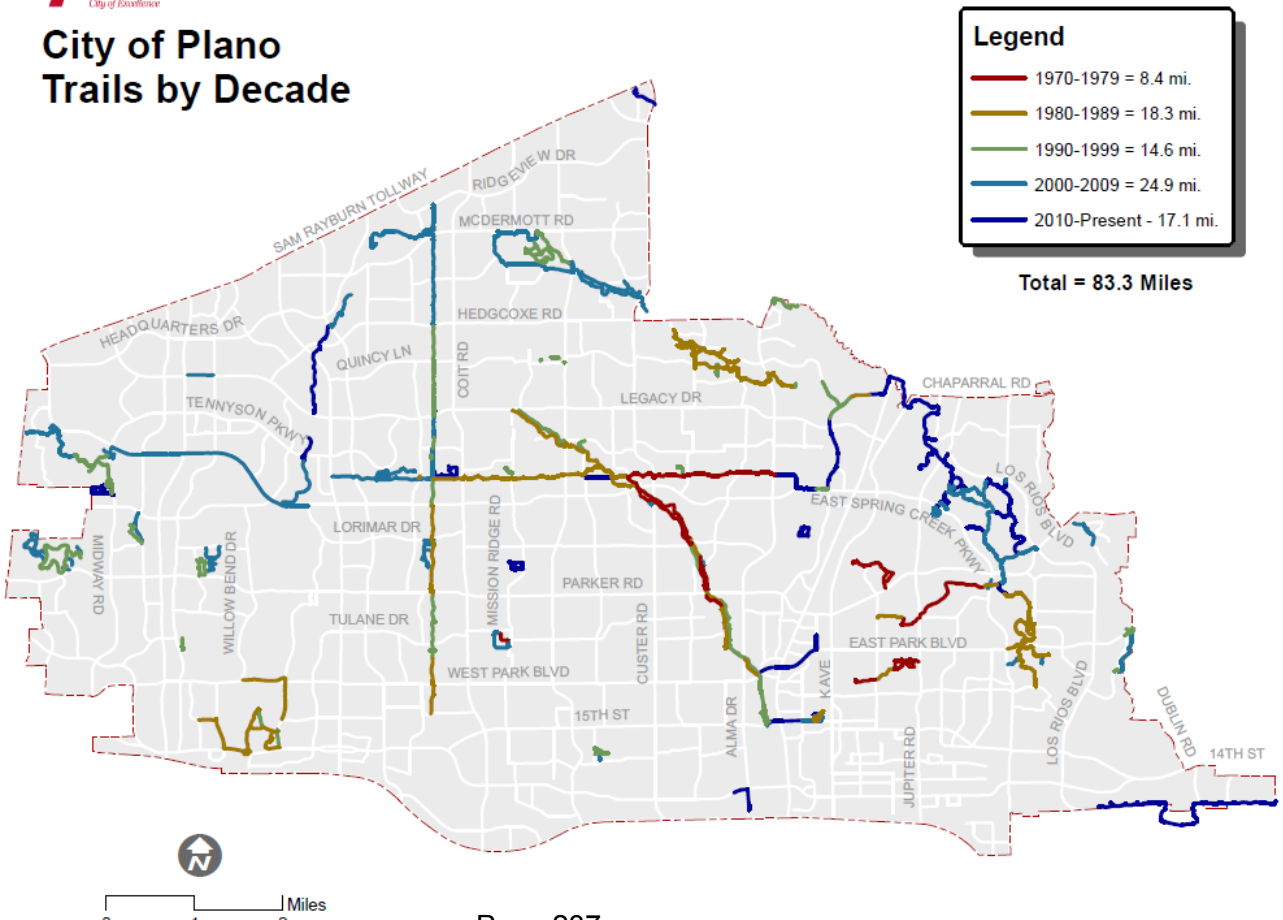
2023 Projection

Restroom Buildings By Age



Plano
City of Excellence

City of Plano
Trails by Decade



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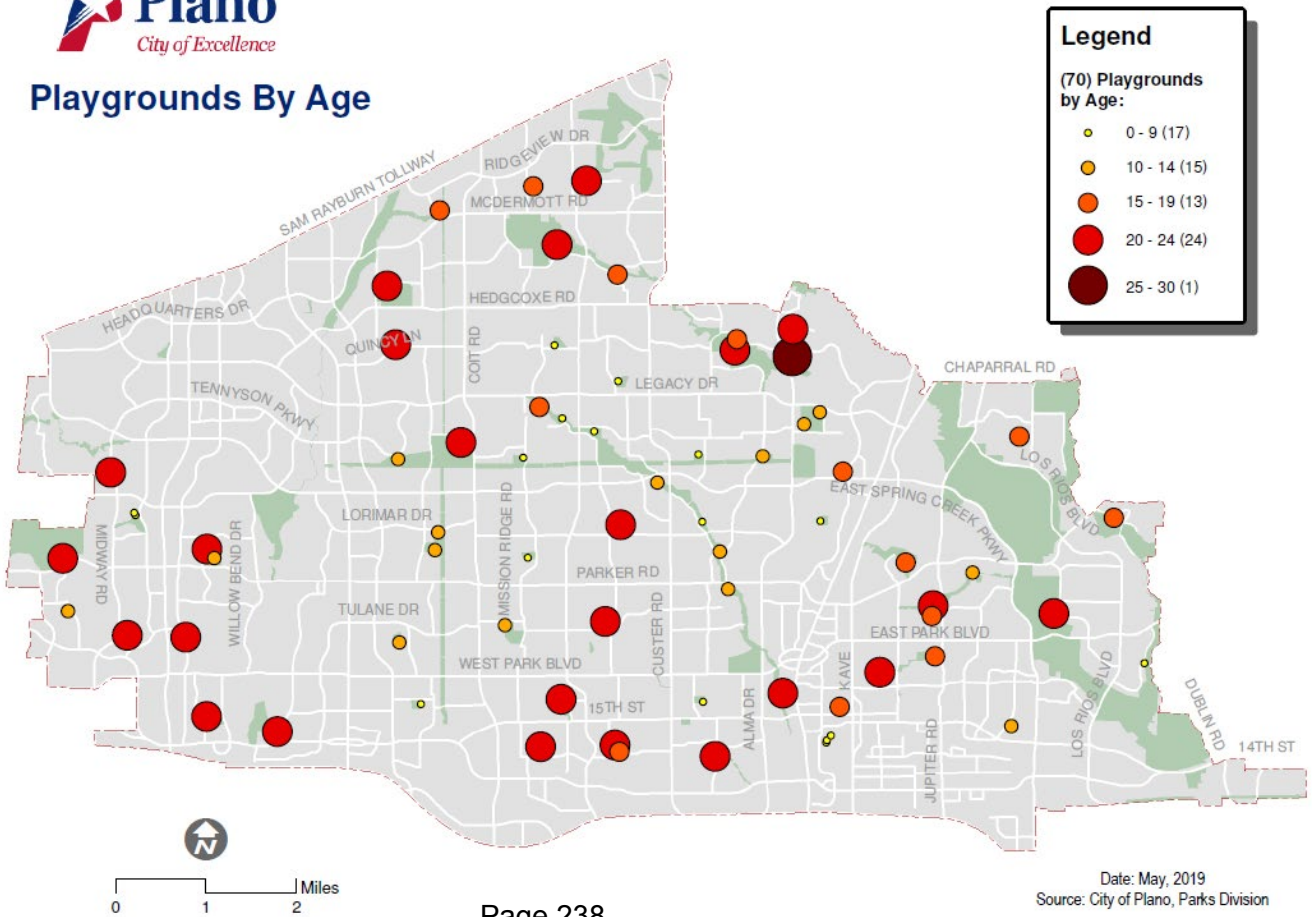
City of Plano Park Planning Division
10/16/2018

Plano
City of Excellence

Playgrounds By Age



TinaB 5/2/2019 L:\worduser\Playgrounds By Age\Playgrounds By Age 2019b.mxd

Capital Maintenance - Parks

Art Facilities Equipment	$ 102,000
Athletic Field Renovations	$ 698,359
Community Park Renovations	$ 100,000
High Point Tennis Center	$ 885,000
Irrigation Renovations	$ 655,000
Irrigation Technology & Mechanical	$ 670,000

Capital Maintenance - Parks

Lighting Replacements	$ 115,000
Living Screen Replacements	$ 420,000
Median Renovations	$ 500,000
Neighborhood Park Renovations	$ 100,000
Park & Facility Signage Replacement	$ 50,000
Park Restoration	$ 210,000

Capital Maintenance - Parks

Park Structures & Equipment	$ 462,000
Plano Event Center Enhancements	$ 875,000
Playground Replacements	$ 400,000
Pool Equipment	$ 350,000
Public Building Landscape Renovations	$ 940,000
Recreation Center Equipment	$ 100,000

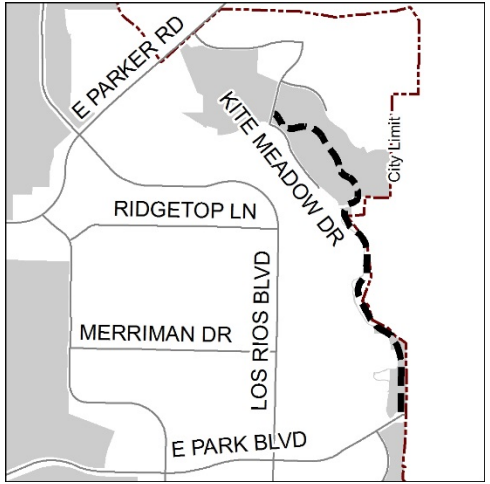
Capital Maintenance - Parks

Restroom Renovations	$ 50,000
Silt Removal	$ 100,000
Trail Repairs	$ 650,000
Tree Replacements	$ 100,000
Total	**$8,532,359**

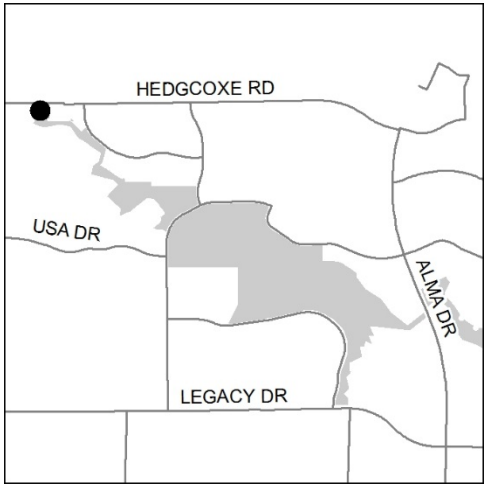
Park Fee Projects

Cottonwood Creek Greenbelt South – Area 1	$ 218,634
Hoblitzelle Trail Connection – Area 4	$ 205,485
Park Fee – Area 6	$2,000,000
Total	**$2,424,119**

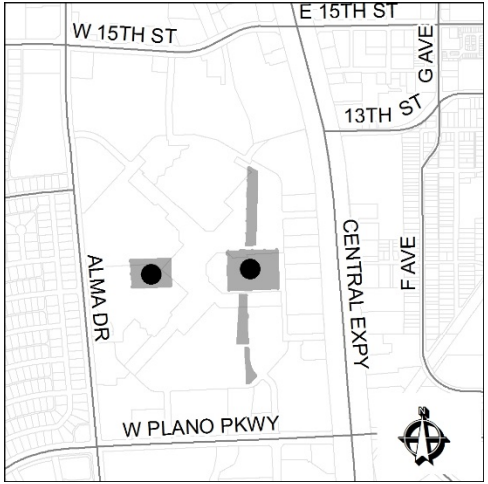
Park Fee Projects



Area 1



Area 4



Area 6

Parking Garage at Plano Event Center
$12,500,000

Street Improvements
Funding Sources

▪ Bond Funds	$ 67,700,204
▪ Capital Maintenance Funds	$ 35,680,000
▪ Other Funds	$10,084,806
▪ Collin County	$3,961,746
▪ RTR	$3,954,060
▪ TxDOT/Federal	$2,169,000

Street Improvements

Project Types

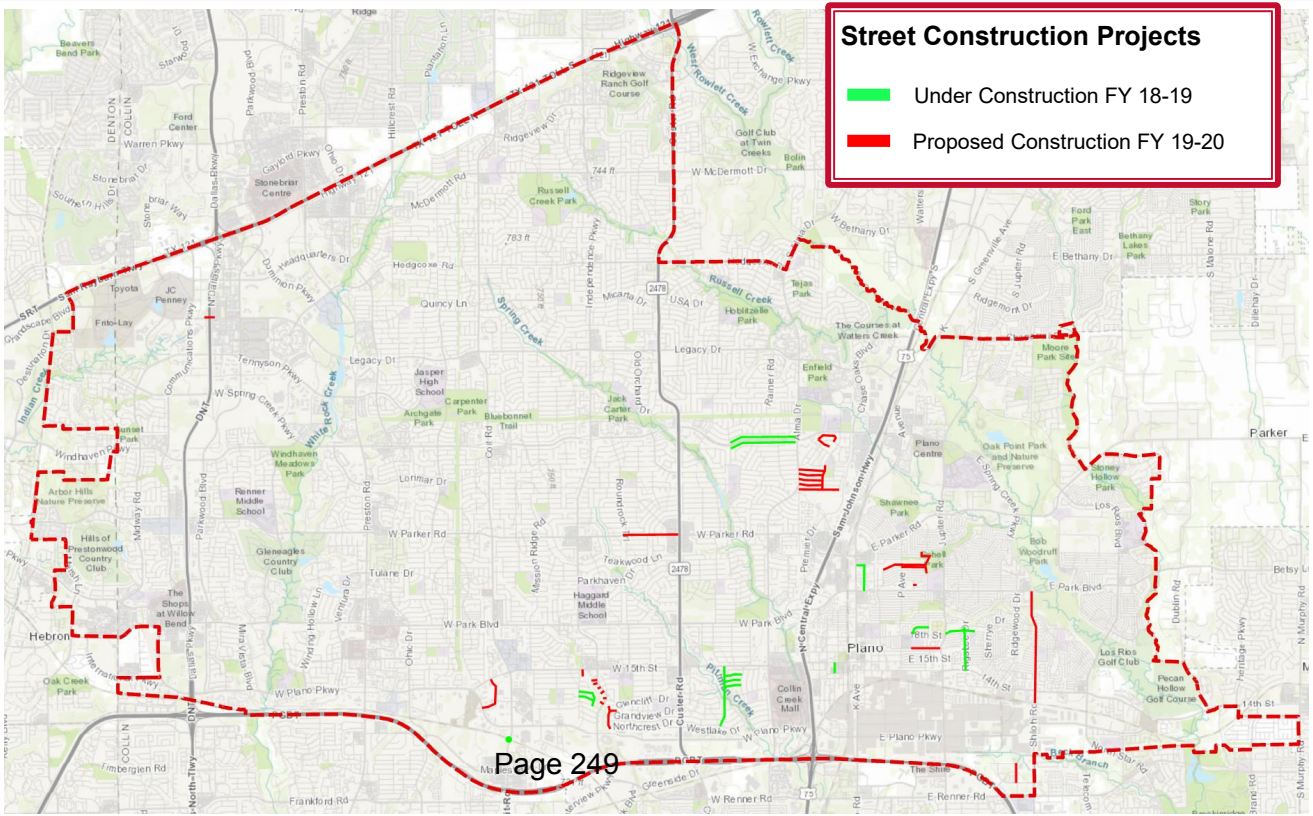
Street Construction	$38,255,000
Street Capacity Improvements	$15,598,000
Street Design Projects	$6,215,000
Miscellaneous	$17,717,010
Total	$77,785,010

Street Construction Projects

TOTAL - $38,255,000

- Dallas North Estates No. 2 and Westwood Drive
- Dobie Drive
- West Spring Creek Service Roads
- 18th Street and Rigsbee Drive
- Parker Road Reconstruction
- Westgate Subdivision Paving
- Commerce Street Reconstruction

Street Construction Projects



Street Capacity Projects

Total - $15,598,422

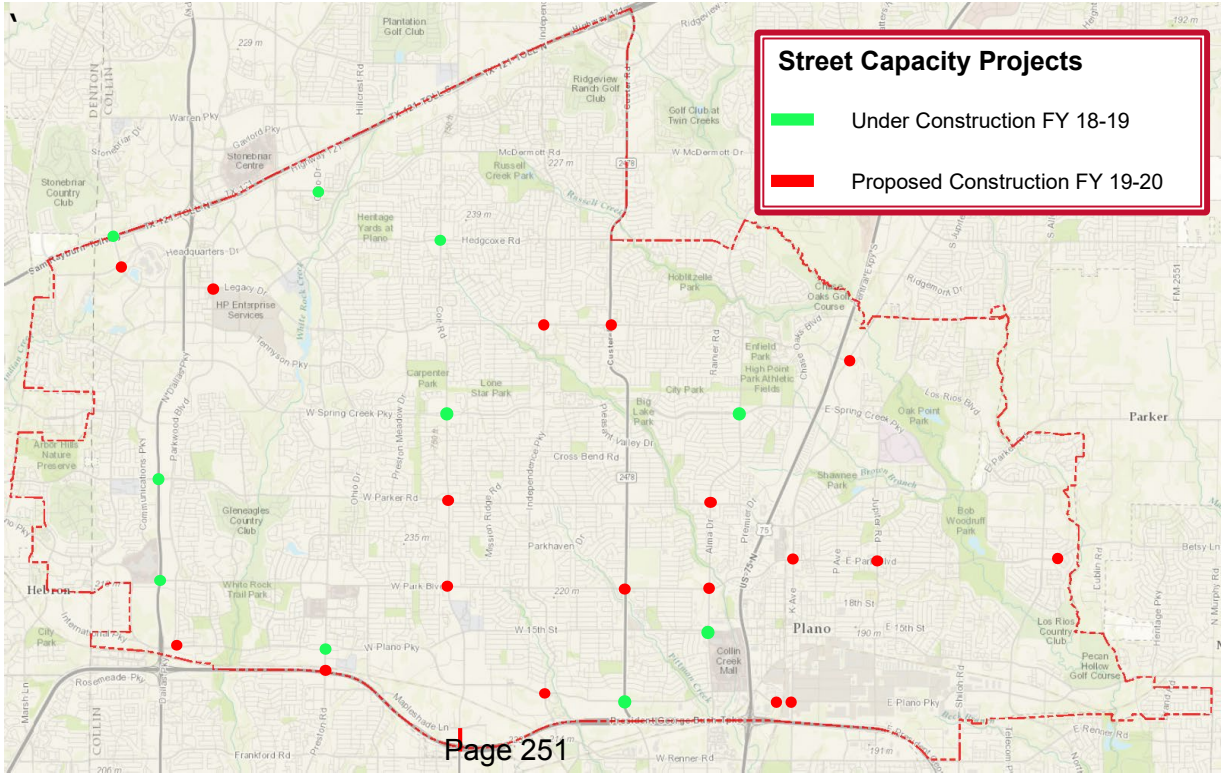
Intersection Improvements

- DNT at Park, Parker Alma at Spring Creek
- Ohio at McDermott, Alma Drive at 15th, Plano Pkwy at K Ave
- Parkwood at Legacy
- Legacy Drive at DNT Pedestrian Crossing
- Plano Parkway Intersection Improvements
- Preston at PGBT

Corridor Improvements

- Park Boulevard
- Parker Road
- Legacy Drive
- Coit – PGBT to Mapleshade

Street Capacity Projects

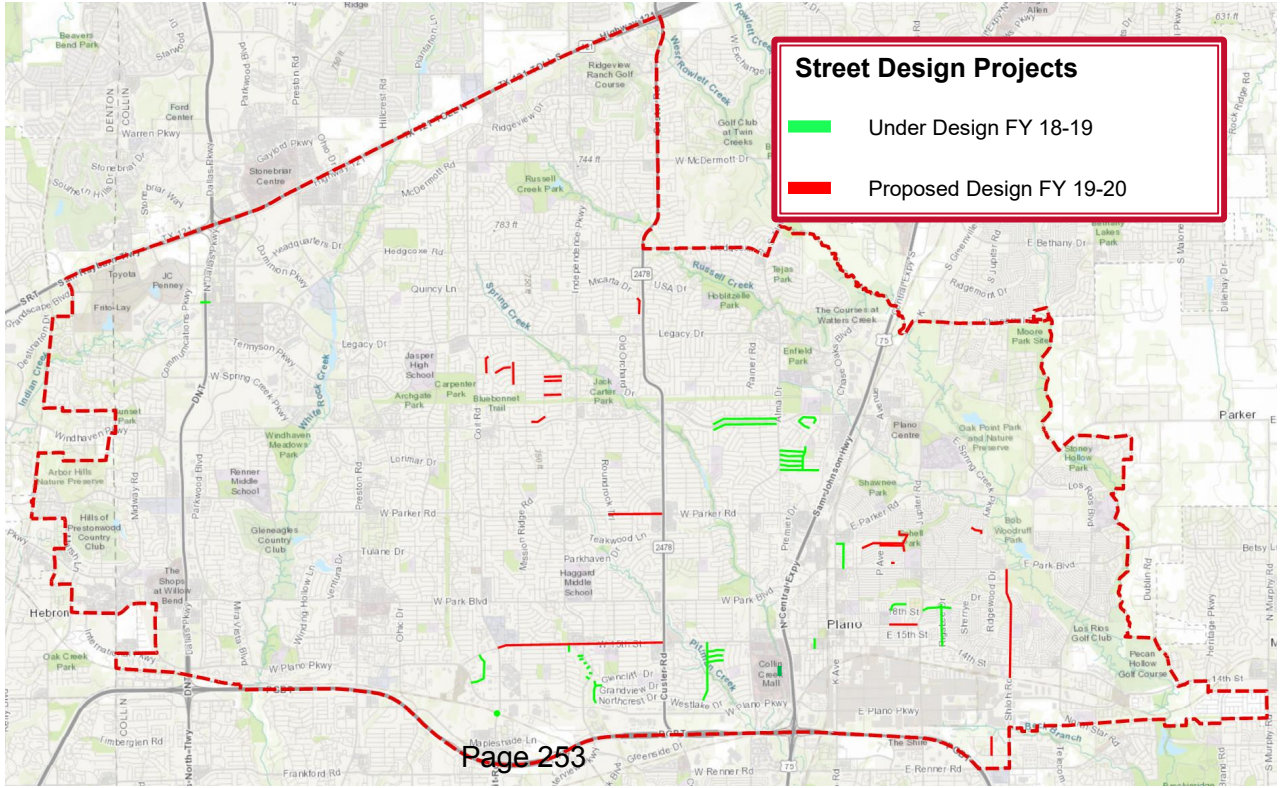


Street Design Projects

Total - $6,215,000

- Shiloh Road Expansion – 14th to Park
- Parker Road Reconstruction – Roundrock to Custer
- 17th Street Reconstruction – P Ave to J Ave
- Commerce Drive Reconstruction – 15th Ave to Plano Pkwy
- Wyngate Blvd Reconstruction – Wynwood Dr to Wynview Dr
- Jasmine/Japonica/R Avenue and Puma Drive Paving Improvements

Street Design Projects


Street Design Projects
Under Design FY 18-19
Proposed Design FY 19-20
Plano
Parker
Hebron
W Parker Rd
W Park Blvd
W Plano Pkwy
E Plano Pkwy
W Renner Rd
E Renner Rd
Preston Rd
Legacy Dr
Spring Creek
Russell Creek
Plano Creek
Ridgeview Ranch Golf Course
Golf Club at Twin Creeks
Russell Creek Park
Hobbitzelle Park
Tejas Park
The Courses at Waters Creek
Enfield Park
Moore Park Site
Jasper High School
Carpenter Park
Archgate Park
Bluebonnet Trail
Jack Carter Park
Windhaven Meadows Park
Renner Middle School
Gleneagles Country Club
Haggard Middle School
Parkhaven
Teakwood Ln
Tulane Dr
Lorimar Dr
Hillcrest Rd
Parkwood Blvd
Dallas Pkwy
Stonebriar Centre
Ford Center
Toyota
JC Penney
Frito-Lay
Arbor Hills Nature Preserve
Hills of Prestonwood Country Club
The Shops at Willow Bend
Oak Creek Park
Beavers Bend Park
Plano Centre
Oak Point Park and Nature Preserve
Shawnee Park
Bob Woodruff Park
Los Rios Golf Club
Pecan Hollow Golf Course
Sunset Park
Collin Creek Mall
Grandview Dr
Northcrest Dr
Westlake Dr
Maplesade Ln
Gleneagle Dr
Frankford Rd
Timbergen Rd
Mesquite Ln
Mesquite Rd
Ridgeview Dr
W McDermott Dr
Legacy Dr
Quincy Ln
Hedgcoxe Rd
Independence Pkwy
Micarta Dr
USA Dr
Rainier Rd
Chase Oaks Blvd
Ridgemont Dr
E Bethany Dr
Bethany Lakes Park
Sam Johnson Hwy
N Central Expy
Dallas North Tollway
Preston Rd
Parkwood Blvd
Hillcrest Rd
Custer Rd
Coit Rd
Ridge Rd
Roundrock
Ohio Dr
Ridgeview Dr
Rowlett Creek
Rock Ridge Rd
Dublin Rd
Sherman Dr
Ridgewood Dr
Los Rios Blvd
Heritage Pkwy
N Murphy Rd
S Murphy Rd
Betsy Ln
Sidney Hollow Park
Lubbock Ave
Plano Pkwy
Ave K
Ave P
Ave J
Ave H
Ave F
E Parker Rd
E Park Blvd
E 15th St
14th St
Shiloh Rd
Frisco Branch
Dallas Branch
Indian Creek
White Rock Creek
Cottonwood Creek
Windhaven Pkwy
Communications Pkwy
Gaybird Pkwy
Stonebriar Way
Southern Hills Dr
Warren Pkwy
Dominion Pkwy
Headquarters Dr
Parkway Blvd
Midway Rd
International Pkwy
Windring Hollow Ln
Venturo Dr
Ohio Dr
Mesquite Rd
Ridge Rd
Preston Rd
Hillcrest Rd
Parkwood Blvd
Dallas Pkwy
Communications Pkwy
Dominion Pkwy
Legacy Dr
Spring Creek Pkwy
Tennyson Pkwy
Quincy Ln
Hedgcoxe Rd
Micarta Dr
USA Dr
Independence Pkwy
Rainier Rd
Chase Oaks Blvd
Ridgemont Dr
E Bethany Dr
Sam Johnson Hwy
N Central Expy
Dallas North Tollway
Preston

Street Miscellaneous Projects

Bridge Repairs – Plano Pkwy at Pittman Creek

Total - $28,952,720

- Median Landscaping
- Computerized Traffic Signal System
- Bridge Inspection & Repair
- Traffic Signalization & Street Lighting
- Screening Walls
- Neighborhood Pavement and Sidewalk Repair

Screening Wall Projects

- **Spring Creek Parkway**
  - Mission Ridge to Bronze Leaf Drive
- **Legacy Drive**
  - Spring Creek (creek) to Harvey Way
- **Coit Road**
  - Bonita Dr to Malton Dr
  - Highland Shores Dr to Gladed Hollow Dr
- **Independence Parkway**
  - Mollimar Dr to Park Blvd
  - Hilltop Ln to Loch Haven Dr
- **Rainier Rd**
  - Seabrook Dr to Legacy Dr
- **Coit Rd**
  - Northwest corner of Hedgcoxe Rd and Coit Rd
- **Redwolf Ln** (Windhaven Pkwy to Cul-de-sac) **and 15th Street** (Pittman Creek to Westwood Dr)
- **Custer Road**
  - Crossbend Road to Treehouse Lane

Spring Creek Parkway – Mission Ridge to Bronze Leaf Drive Phase I

Municipal Drainage Fund

Erosion Control Projects

Total - $4,172,000

- **Briarwood Estates & Ridgewood Drainage**
- **Creek Erosion Projects (Parks)**
- **Prairie Creek at Independence Pkwy**

Municipal Drainage Fund

Miscellaneous Projects

Total - $2,612,000

- **2019 Drainage Improvements**
- **East Side Drainage Improvements (Rowlett Creek)**
- **Miscellaneous Improvements**
- **Ranch Estates Drainage**

Water Improvement Fund

Total - $26,094,000

- Water Rehab Village North Phase I
- Water Rehab Carriage Hill I, II, and III
- Water Rehab Post Oak and Whiffletree II, III, and IV
- Water Rehab – Cross Creek East #3A and #3B
- West Plano Estates and Hunters Glen Phase I and II
- Ridgeview Ground Storage Tanks
- Elevated Tank Painting
- Elevated Tank Security Fencing

Sewer Improvement Fund

Total - $11,800,000

- PGBT, Data Drive, and Lotus Drive Sewer Improvements
- Legacy Drive Syphon Sewer Improvements
- Erosion Control at Three Aerial Crossings
- Aerial Crossing Repairs - White Rock Creek, Briarcreek Lane, and Russell Creek
- Downtown Wastewater Improvements
- Sewer Basin E Capacity Improvements
- I&I Repairs

Facility Improvements – Funding Sources

- Bond Funds $24,227,295
- Capital Maintenance Funds $8,670,285

Facility Improvements - Bond Projects

Davis Library Expansion & Roof	$ 5,620,000
Police Substation	$ 500,000
Fire Training Center	$ 13,176,295
Harrington Library Expansion	$ 1,900,000
Fire Station 2 Roof	$ 250,000
Parkway Service & Fleet Service Center Renovation	$ 940,000
Animal Shelter Parking Expansion	$ 275,000
Neighborhood Services Building	$ 1,566,000

Facility Improvements - Capital Maintenance

Plano Event Center HVAC Replacement	$ 1,880,000
Joint Use Facility Reconfiguration for PD & Slab Repair	$ 1,450,000
Municipal Center 2nd Floor VAV Boxes & Other Projects	$ 1,078,310
Schimelpfenig Library Roof Replacement & Interior Painting	$ 725,000
Courtyard Theater Stage Lighting System Replacement	$ 490,000
Oak Point Recreation Center Restroom Remodel	$ 357,266
Robinson Justice Center Jail Plumbing System Replacement	$ 325,000
Davis Library Program Room Slab Repair	$ 300,000
Various Projects at other City Facilities	$ 2,064,079

Foundation bedrock

CIP
Public Works - Streets

Capital Maintenance Fund (CMF)	**$35,680,000**
G.O. Bond Fund	**9,000,000**

CIP
Public Works – Streets - CMF

Arterial Concrete Repair	$10,000,000
Pavement Maintenance	9,100,000

CIP
Projects by Public Works – Streets - CMF

Residential Street & Alley Replacement	$5,885,000
Sidewalk Repair	3,500,000
Undersealing	3,500,000

CIP
Projects by Public Works – Streets - CMF

Screening Wall Reconstruction	$1,200,000
Pavement Markings/Buttons	775,000

CIP
Projects by Public Works – Streets - CMF

Concrete	$600,000
Signalization Upgrade	500,000
Street Condition Inventory	400,000

CIP
Public Works – Streets - CMF

Traffic Sign Replacement	$100,000
Traffic Guardrails	100,000
Design Standards for Streets	20,000
Total	**$35,680,000**

CIP
Public Works – Streets - Bond

Residential Street & Alley Replacement	$5,375,000
Arterial Concrete Repair	3,625,000

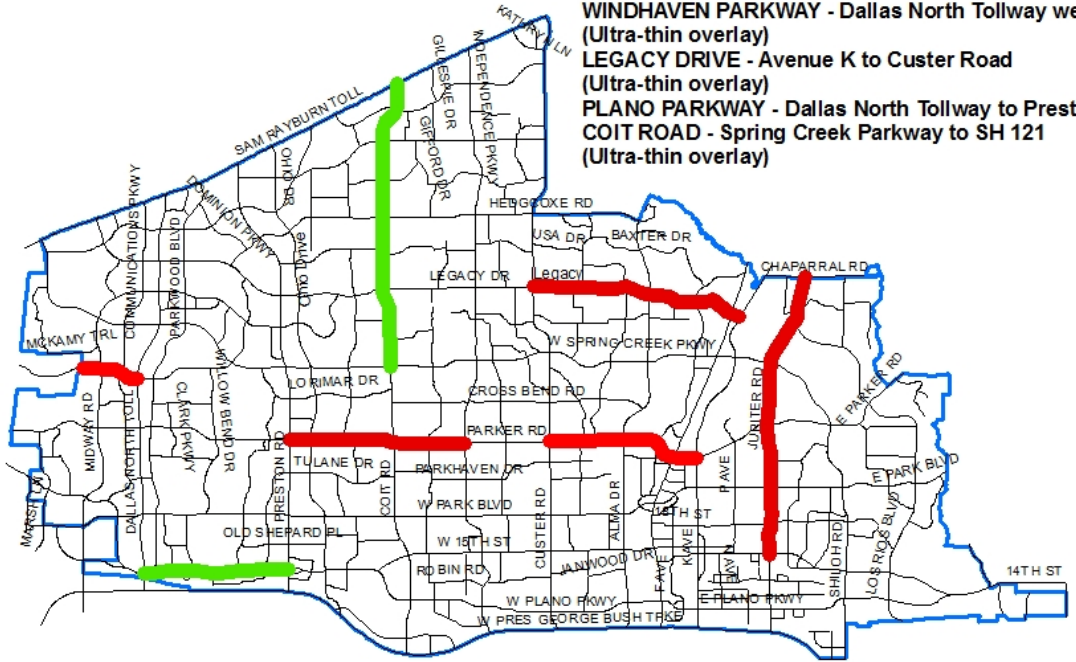
CITY OF PLANO PUBLIC WORKS

2019 - 2020 ARTERIAL CONCRETE PAVEMENT REHAB PROJECTS

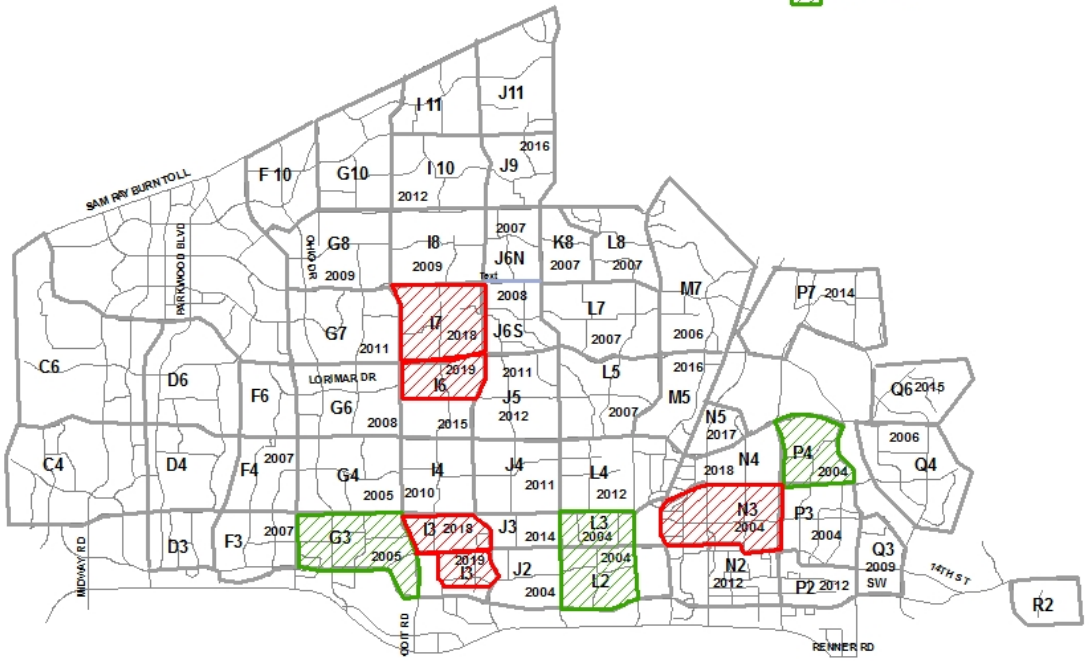
2019-2020 Projects

2018-2019 Projects

JUPITER ROAD - 14th Street to Chaparral Road
(Ultra-thin overlay - Park Boulevard to Chaparral Road)
PARKER ROAD - Avenue K to Custer Road
PARKER ROAD - Independence Parkway to Preston Road
(Ultra-thin overlay)
WINDHAVEN PARKWAY - Dallas North Tollway west to city limits
(Ultra-thin overlay)
LEGACY DRIVE - Avenue K to Custer Road
(Ultra-thin overlay)
PLANO PARKWAY - Dallas North Tollway to Preston Road
COIT ROAD - Spring Creek Parkway to SH 121
(Ultra-thin overlay)



CITY OF PLANO PUBLIC WORKS
CAPITAL MAINTENANCE
RESIDENTIAL STREET & ALLEY REHAB



8/20/18
PUBLIC WORKS DEPARTMENT

CIP
Public Works – Water / Wastewater

Water Meter Replacement	$6,250,000
Inflow - Infiltration Repairs	2,500,000
Manhole Sealing	1,200,000
Wastewater System CCTV	1,000,000
Pump Station Rehab	500,000
Water System Inspections	500,000
WW Lift Station Improvements	150,000
Total	**$12,100,000**

CIP

Questions

Plano
City of Excellence

City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

August 5, 2019

Honorable Mayor and City Council
City of Plano
PO Box 860358
Plano TX, 75086-0358

RE: Review of Community Investment Program for Consistency with the Comprehensive Plan

Dear Mayor LaRosiliere and Council Members;

The Planning & Zoning Commission reviewed the proposed Community Investment Program (CIP) items for the 2019-20 budget year at its August 5th meeting. The Commission found the CIP consistent with the comprehensive plan's vision, policies, and actions. This program advances the vision of the city's comprehensive plan to be *a global leader, excelling in exceptional education, abounding with world class businesses and vibrant neighborhoods* and supports all five pillars of the plan through a variety of public infrastructure and facility improvement projects.

The Commission appreciates the opportunity to review the CIP and present our comments.

Sincerely,

M. Nathan Barbera
1st Vice Chair
Planning & Zoning Commission

xc: Planning & Zoning Commission
Jack Carr, P.E., Deputy City Manager
Gerald Cosgrove, P.E., Director of Public Works
Caleb Thornhill, P.E., Director of Engineering
Robin Reeves, Director of Parks & Recreation
Christina Day, AICP, Director of Planning

Harry LaRosiliere *Mayor* | **Ron Kelley** *Mayor Pro Tem* | **Angela Miner** *Deputy Mayor Pro Tem* | **Anthony Ricciardelli** *Place 2* | **Rick Grady** *Place 3* | **Kayci Prince** *Place 4* | **Tom Harrison** *Place 7* | **Rick Smith** *Place 8* | **Bruce D. Glasscock** *City Manager*