



CITY COUNCIL

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

DATE: September 9, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Pastor Julian McMillian - Grace Outreach Center

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troop 4583

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

Special Recognition: The Plano Citizens Academy Class recently completed the necessary courses for graduation.

Proclamation: September 20 - 22, 2019 is the 40th In Touch Credit Union Plano Balloon Festival.

Proclamation: September is National Preparedness Month.

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) 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. The Presiding Officer will establish time limits based upon the number of speaker requests.

Approval of Minutes

- (a) August 12, 2019
August 17, 2019
August 26, 2019

Approval of Expenditures

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

- (b) RFP No. 2019-0058-B for a one (1) year contract with four (4) City optional one-year maintenance renewals for a Digital Recording Solution to be utilized by Public Safety Communications to Dictation Sales & Service, Inc. dba Equature, in the initial purchase amount of \$263,540 and an estimated total annual maintenance amount of \$53,476, for a total estimated amount of \$317,016; and authorizing the City Manager to execute all necessary documents.
- (c) RFB No. 2019-0599-B for one (1) Concrete Truck for Fleet Services to be utilized by Utility Cut Services to Premier Truck Group in the amount of \$145,966; and authorizing the City Manager to execute all necessary documents.
- (d) RFB No. 2019-0597-B for two (2) Haul Trucks for Fleet Services to be utilized by Utility District 1 to Industrial Power Truck and Equipment in the amount of \$163,339; and authorizing the City Manager to execute all necessary documents.
- (e) RFB No. 2019-0558-B for Pickup Trucks for Fleet Services to be utilized by various departments to Four Stars DCJR for eight (8) pickup trucks in the amount of \$189,120, to Bossier Chrysler Dodge for one (1) pickup truck in the amount of \$23,105, and to Caldwell Country Automotive for two (2) pickup trucks in the amount of \$55,450, for a total amount of \$267,675; and authorizing the City Manager to execute all necessary documents.
- (f) RFB No. 2019-0600-B for two (2) Grapple Trucks for Fleet Services to be utilized by Special Waste to Industrial Power Truck and Equipment in the amount of \$360,909; and authorizing the City Manager to execute all necessary documents.
- (g) RFB No. 2019-0594-B for Dump Body Pickup Trucks for Fleet Services to be utilized by various departments to Reliable Chevrolet for six (6) dump body pickup trucks in the amount of \$265,014, to Randall Reed's Prestige Ford for seven (7) dump body pickup trucks in the amount of \$389,500, and to Caldwell Country Automotive for one (1) platform body pickup truck with stake sides in the amount of \$35,875, for a total amount of \$690,389; and authorizing the City Manager to execute all necessary documents.

Purchase from an Existing Contract

- (h) To approve the purchase of an Archiving Interface Server (AIS) for a one (1) year contract with four (4) City optional one-year maintenance renewals to be utilized by Public Safety Communications in the initial purchase amount of \$146,682 and an estimated total annual maintenance amount of \$48,445, for a total estimated amount of \$195,127, from Motorola Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC RA05-18)
- (i) To approve the purchase of three (3) Portable Camera Towers in the amount of \$73,860 from Wireless CCTV, twelve (12) cameras from STS360 in the amount of \$32,421, and three (3) wireless routers from CDW-G in the amount of \$7,063 for the Police Department through existing contracts; and authorizing the City Manager to execute all necessary documents. (GSA Contract GS-07-F-031DA, City of Plano Contract 2014-0139-C, and National IPA Contract 2018011-01)

Approval of Contract Modification

- (j) To approve an increase to the current awarded contract amount of \$692,335 by \$134,193, for a total contract amount of \$826,528, for Professional Consulting Services for Design of Private Fiber Network from Capco Communications, Inc. for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0092-X; Modification No. 1)
- (k) To approve the terms and conditions of the First Amendment to the original Interlocal Agreement with the North Texas Municipal Water District (NTMWD) for property transactions to revise the land size for the Los Rios Tract; authorizing the execution by the City Manager; and providing an effective date.

Approval of Expenditure

- (l) To approve an expenditure for a Professional Engineering Services Agreement for AWIA Risk and Resilience Assessment and Emergency Response Plan in the amount of \$215,600 from Freese and Nichols, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents.
- (m) To approve an expenditure for Ordinance Amendments in the amount of \$100,000 from Cooper Consulting Company, Inc. for the Planning Department; and authorizing the City Manager to execute all necessary documents.
- (n) To approve an expenditure for the 777 E. 15th Street Renovations in the amount of \$3,869,791 from Balfour Beatty Construction, LLC; and authorizing the City Manager to execute all necessary documents.
- (o) To approve an expenditure for the High Point Tennis Center Renovations in the amount of \$5,627,553 from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents.

Approval of Contract / Agreement

- (p) To approve an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) in the amount of \$54,189 for the acquisition of 2019 digital orthophotography and/or data for Technology Services; and authorizing the City Manager to execute all necessary documents.
- (q) To approve an Interlocal Agreement by and between the City of Plano and Dallas Area Rapid Transit (DART) for the implementation of a Transit Signal Priority (TSP) Pilot Program on certain bus routes in the City; and authorizing the City Manager to execute all necessary documents.

Adoption of Resolutions

- (r) To approve the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date.
- (s) To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.
- (t) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.
- (u) To approve the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date.

Adoption of Ordinances

- (v) To approve a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the Company's 2019 Rate Review Mechanism ("RRM") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC's legal counsel.

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 amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit 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 consideration of an Ordinance as requested in Zoning Case 2019-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; 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: Perfect Land Development, LLC
- (2) Consideration of an Ordinance to approve and adopt the Operating Budget and set the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.)
- (3) Consideration of an Ordinance to approve and adopt the Community Investment Program and set the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.)
- (4) Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020, and providing an effective date. (Public Hearing held on August 26, 2019.)
- (5) Consideration of an Ordinance to ratify the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date. (Public Hearing held on August 26, 2019.)

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: 9/9/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Special Recognition: The Plano Citizens Academy Class recently completed the necessary courses for graduation.

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: September 20 - 22, 2019 is the 40th In Touch Credit Union Plano Balloon Festival.

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 9/9/2019

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

Proclamation: September is National Preparedness Month.

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator: Lisa Henderson

CAPTION

August 12, 2019

August 17, 2019

August 26, 2019

FINANCIAL SUMMARY

Not Applicable

FUND(S): n/a

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Meeting Minutes 8/12/19	9/4/2019	Minutes
Regular Session Minutes 8/12/19	9/4/2019	Minutes

Work Session Minutes 8/17/19	9/4/2019	Minutes
Preliminary Meeting Minutes 8/26/19	9/4/2019	Minutes
Regular Session Minutes 8/26/19	9/4/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 12, 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, August 12, 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; to discuss Personnel, Section 551.074; and to discuss Security Matters, Section 551.076; 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 7:01 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
 - Personnel Reappointments**
 - a) Building Standards Commission**
 - b) Heritage Commission**
- This item was not discussed
- **Discussion and direction re: Extension of Line of Duty Leave, Police Officer Allen Klark** - This item was discussed during the regular meeting.
- **Comprehensive Monthly Financial Report - June 2019** – This item was not discussed.
- **Hotel/Motel Inspection Presentation**– This item was not discussed.
- **Republic Services Recycling Processing Contract Presentation**– This item was presented during the regular meeting in conjunction with Consent Item “J”.
- **Legislative Update**– This item was not discussed.
- **Consideration of 2020 City Council Meeting Dates** – This item was discussed during the regular meeting.
- **Consent and Regular Agendas** – This item was not discussed.

- **Council items for discussion/action on future agendas** – This item was not discussed.

With no further discussion, the Preliminary Open Meeting was adjourned at 7:01 p.m.

Rick Smith, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 12, 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, August 12, 2019 at 7:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Rabbi Block with Chabad of Plano/Collin County led the invocation and Council Member Williams led the Pledge of Allegiance and Texas Pledge.

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.

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

Comments of Public Interest

Richard Howe spoke to utility bill education to save money and increase conservation.

Matt Dixon spoke to traffic matters.

Consent Agenda

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 7-0, to approve all items on the Consent Agenda, with the exception of Item J and Item O; as follows:

Approval of Minutes

July 22, 2019

July 22, 2019 Joint Meeting

July 24, 2019 Retreat

July 24, 2019

August 1, 2019 Grant Work Session

(Consent Agenda Item “A”)

Approval of Expenditures

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

RFP No. 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. (Consent Agenda Item “B”)

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. (Consent Agenda Item “C”)

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. (Consent Agenda Item “D”)

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. (Consent Agenda Item “E”)

Purchase from an Existing Contract

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) (Consent Agenda Item “F”)

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) (Consent Agenda Item “G”)

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) (Consent Agenda Item “H”)

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) (Consent Agenda Item “I”)

Approval of Contract Modification

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) (Consent Agenda Item “K”)

Approval of Change Order

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) (Consent Agenda Item “L”)

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) (Consent Agenda Item “M”)

Approval of Expenditure

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. (Consent Agenda Item “N”)

Approval of Contract / Agreement

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. (Consent Agenda Item “O”) **Moved to the August 26, 2019 Council Meeting.**

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. (Consent Agenda Item “P”)

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. (Consent Agenda Item “Q”)

Adoption of Resolutions

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. (Consent Agenda Item “R”)

END OF CONSENT

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. (Consent Agenda Item “J”)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Prince, the Council voted 7-0, 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.

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 (Regular Agenda Item “1”)

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 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; as requested in Zoning Case No. 2019-010; and further to adopt Ordinance No. 2019-8-2.

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.) (Regular Agenda Item “2”)

Mayor Pro Tem Smith opened the public hearing. Ian Mattingly, Bill Dahlstrom, and Lauren Lackey, representing the applicant, spoke to the project.

Speakers in opposition of the project

Kelly Hoodwin, Denise Jordon, Min Luo, Jessie Chu, Dong Xiao, Yi Zhu, Andrew Hoodwin, Jack Liu, Joy Lui, Jeff Cassell, William Te, Carrie Weicherding, Paul Guam, Bruce Xiong, Hua Chai, and Matthew Dixon.

Speakers in support of the project

Glenn Furth, John Bernard, Anum Khan, Sheila Cooper, Michael Sullivan, Sally Pabin, Julie Fitzgibbons, Beth Tuttle, Julie Finley, Karith Foster, Ayan Khan, Scott Swindell, Margaret Daniels Tyler, Hanson Du, Mark Pabin, and Rebecca Bernard spoke in support of the project.

Mayor Pro Tem Smith closed the public hearing. In addition to the speakers individuals registered opinions– 5 in support, 2 in opposition.

Public Hearing and adoption of Ordinance No. 2019-8-3(Cont'd.)

The council convened into executive session at 10:04 p.m. and reconvened into open session at 10:29 p.m.

MOTION: A motion made by Council Member Prince to approve the Specific Use Permit with the stipulations recommended by the Planning and Zoning Commission with the exception of limiting the number of students to 28 failed for lack of second.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Tu, the Council voted 4-3, with Council Members Grady, Prince, and Williams in opposition, to amend Specific Use Permit # 550 and grant Specific Use Permit #551 as recommended by the Planning and Zoning Commission stipulating a maximum of 28 students with an expiration date of May 31, 2020 at which time Specific Use Permit #550 rolls back to the original use. Motion failed due to lack of super majority vote.

MOTION: Upon a motion made by Council Member Williams and seconded by Council Member Grady, the Council voted 3-4, with Mayor Pro Tem Smith, Deputy Mayor Pro Tem Ricciardelli, and Council Members Tu and Bao in opposition, to amend 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. Motion failed.

MOTION: Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Williams, the Council voted 6-1, with Council Member Grady in opposition, to amend Specific Use Permit # 550 and grant Specific Use Permit #551 as recommended by the Planning and Zoning Commission with an expiration date of May 31, 2020 at which time Specific Use Permit #550 rolls back to the original use; as requested in Zoning Case No. 2019-10; and further to adopt Ordinance No. 2019-8-3.

Public Hearing on the FY 2019-20 Recommended Budget and the FY 2019-20 Proposed Community Investment Program (CIP). (Regular Agenda Item “3”)

Mayor Pro Tem Smith opened the public hearing.

Community Grant Funding - The Turning Point

In support of funding: Rachel Mailman, Anthony Lo, Valor McKinney, Cara Prentice, Judy Dishong, Kristin Mays, Tiffany Pearl Lewis, Angela Wilkenson, Julia Leary, Tom Adair, Christina Coultas, Amanda Massengale, Haleh Cochran, David Hansen, Tom Adair, Sarah Mitchell, Miles Selvidge, Shannon Kmak, Vanessa Baum, John Stafford, Kellie Lander

Funding of Bike Trails

In opposition to funding: Kathleen Nilforoushan and Brian Forbes

In support of funding: John Stafford and Warren Casteel

Council took a brief recess at 12:11 a.m. and reconvened at 12:18 a.m.

Public Hearing on the FY 2019-20 Recommended Budget and the FY 2019-20 Proposed Community Investment Program (CIP) (Cont'd.)

Mayor Pro Tem Smith closed the public hearing.

Discussion and direction re: Extension of Line of Duty Leave, Police Officer Allen Klark (Preliminary Open Meeting Item II.)

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to extend the Line of Duty Leave for Police Officer Allen Klark up to 1 year.

Consideration of 2020 City Council Meeting Dates (Preliminary Open Meeting Item VII.)

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 7-0, to amend the 2020 City Council Meeting dates as requested by City Manager Israelson.

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. (Regular Agenda Item "4")

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Bao, the Council voted 7-0, to set the not to exceed tax rate at \$.4482 per \$100 of appraised value.

MOTION: Upon a motion made by Council Member Williams and seconded by Council Member Bao, the Council voted 7-0, to hold a public hearing on August 26, 2019 and not hold the hearing tentatively scheduled for September 4, 2019.

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. (Regular Agenda Item "5")

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Williams, the Council voted 7-0, to accept the Certified Appraisal Rolls for Fiscal Year 2019-20 for Collin County and Denton County; and further to adopt Resolution No. 2019-8-4(R).

Discussion of the Proposed FY 2019-20 Community Investment Program. (Regular Agenda Item "6")

With no further discussion, the Regular City Council Meeting adjourned at 1:49 a.m.

Rick Smith, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Work Session
August 17, 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 8:01 a.m., Saturday, August 17, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

Council Items and Issues for Discussion (Item D)

1. Discussion and direction regarding Community Service Grants – Turning Point

Council expressed concurrence to fund the grant for The Turning Point Rape Crisis Center reimbursing the program for counselling expenditures. Mayor LaRosiliere opened public input for this item. Dan Chandler and Charles Hogge spoke in opposition to the funding. Courtney Underwood and David Moore spoke in support of the funding. Mayor LaRosiliere closed the public input. In addition to the speakers, 203 individuals registered opinions in support of the funding and two in opposition of the funding.

Council took a brief recess at 8:49 a.m. and reconvened at 9:01 a.m.

Request for Public Input on Budget & CIP (Item B)

Mayor LaRosiliere opened the public input. Mina Saifi, David Baker, Carol Mui, and Effie Saifi objected to funding trail expansion through the Community Investment Program. John Stafford spoke in support of funding trail expansion through the Community Investment Program. Mayor LaRosiliere closed the public input. In addition to the speakers, 76 individuals registered opinions in opposition of funding trail expansion.

Budget Work Session Overview (Item C)

Council Items and Issues for Discussion (Item D)

- 2. Great Update Rebate for Small Businesses** – Council expressed concurrence to look into options to provide incentives or benefits to small businesses.
- 3. Use of Sales Tax for Consultants** – Council expressed concurrence to fund up to \$1,000,000 from sales tax collections over the estimated sales tax revenues for a consultant to update the comprehensive plan.

Operating Budget (Item E)

- 1. Revenues**
 - a. Ad Valorem Tax Base**
 - b. Tax Rate**
 - a. Effective Tax Rate**
 - b. Rollback Tax Rate**
 - c. Tax Rate Dashboard Update**
 - c. Sales Tax**

Council took a brief recess at 10:23 a.m. and reconvened at 10:32 a.m.

- d. Water & Sewer Rates**
 - a. Proposed Water Rate Increase**
 - e. Golf Fee Increase**
-
- 2. Program Changes**
 - a. Salary & Benefits Overview**
 - b. Additional Festival Discussion** – Council expressed concurrence to bring a future agenda item evaluating an additional festival for Texas Independence Day.
 - c. Three-year Financial Forecast – General Fund**

Council took a brief recess at 11:30 a.m. and reconvened at 11:38 a.m.

Community Investment Program (Item F)

Proposed Ad Valorem Tax Rate (Item G)

With no further discussion, the Work Session was adjourned at 12:19 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 26, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem – arrived at 4:01 p.m.
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao – arrived at 4:07 p.m.

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 4:00 p.m., Monday, August 26, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

- **Comprehensive Monthly Financial Report - June 2019**
- **Discussion and direction re: Council Rules of Procedure**
The council expressed concurrence to formalize the current procedure and clarify the motion process.
- **Discussion and direction re: conduct in Chambers**
The council expressed concurrence to modify the wording to reflect “...and disrupts the council meeting is prohibited. **Any speaker or audience member that engages in disruptive behavior may be subject to removal from the meeting.** All councilmembers shall enforce these rules.
- **Discussion and direction re: changes to composition of Boards and Commissions**
The council expressed concurrence to add two additional members to the Parks and Recreation Planning Board. An ordinance will be brought back to a future meeting. Council discussed adding a Bond Review Ad Hoc Committee and Comprehensive Plan Review Ad Hoc Committee.

Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon’s Texas Codes Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to discuss Personnel, Section 551.074; and to discuss Security Matters, Section 551.076; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 7:01 p.m. in the Senator Florence Shapiro Council Chambers. The following items were discussed in the Regular Open Meeting:

- **Direction and discussion re: posting dates of agendas**
- **Legislative Update**
- **Discussion and direction re: Housing Trends Analysis**
- **Ceremonial Document Process Presentation**
- **Mayor's Update Report re: Peanut Butter Drive**
- **Consideration and action resulting from Executive Session discussion**
 - Personnel Reappointments**
 - a) **Building Standards Commission**
 - b) **Heritage Commission**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 7:01 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 26, 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 Pro Tem Smith convened the Council into the Regular Session on Monday, August 26, 2019 at 7:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Pastor Foley with North Dallas Community Bible Fellowship led the invocation and Cub Scout Pack 79 led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Special Recognition: Several Plano Parks & Recreation staff members' quick thinking and CPR/AED knowledge helped save the life of Dr. Jiahuan Ding on July 25th.

Proclamation: September 2019 is Hunger Action Month meant to mobilize the public to take action on the issue of hunger. Mayor LaRosiliere also spoke to the Peanut Butter Drive.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve all items on the Consent Agenda, with the exception of Item M; as follows:

Approval of Expenditures

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

RFB No. 2019-0338-C for a one-year contract with three (3) one-year City optional renewals for Batteries: Auto, Truck and Marine for the Inventory Control and Asset Disposal division to Battery Systems in the estimated annual amount of \$13,431, Interstate Batteries of Dallas (Distributor Operations, Inc.) in the estimated annual amount of \$30,272, and IEH Auto Parts LLC dba Auto Plus Auto Parts in the annual estimated amount of \$32,721; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “A”)

RFB No. 2019-0496-B for Sewer Improvements - Data Drive and Lotus Drive, Project No. 6821, for the Engineering Department to ANA Site Construction, LLC in the amount of \$152,105; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase of one (1) Bobcat T650 Compact Track Loader for Fleet Services to be utilized by Streets in the amount of \$57,015 from Bobcat of North Texas through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 515-16) (Consent Agenda Item “C”)

To approve the purchase of two (2) Caterpillar Backhoe Loaders for Fleet Services to be utilized by Streets in the amount of \$170,620 from Holt Texas, Ltd. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 032119-CAT) (Consent Agenda Item “D”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$49,150 by \$2,750, for a total contract amount of \$51,900, for Preston Elevated Tank Painting & Site Improvements, Project No. 7038, from Birkhoff, Hendricks & Carter, LLP for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0595-X; Modification No. 1) (Consent Agenda Item “E”)

Approval of Expenditure

To ratify an expenditure in the amount of \$258,714 for renewal support of Inform CAD software from TriTech Software Systems for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To ratify an expenditure in the amount of \$264,237 for one (1) Caterpillar M318F Excavator from Holt Texas, Ltd. for Fleet Services to be utilized by Municipal Drainage Operations; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an expenditure for Advertising Services for a one (1) year contract with two (2) one-year City optional renewals in the annual estimated amount of \$59,616 from JG Media dba Community Impact Newspaper for the Communications & Community Outreach Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve an expenditure for Motorola Irrigation Controllers in the amount of \$248,340 from Interspec LLC for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve an expenditure for professional engineering services for Sidewalk Improvements - 15th Street from Coit Road to Custer Road, Project No. 7138.1, in the amount of \$265,000 from J. Volk Consulting Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

Approval of Contract / Agreement

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. (Consent Agenda Item “K”)

To approve an Agreement by and between the Regional Transportation Council (RTC), acting in its capacity as policy body for the Metropolitan Planning Organization (MPO), and City of Plano, outlining the roles and responsibilities with respect to Transportation Development Credits (TDC) awarded for the projects; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

To approve an Interlocal Agreement by and between the City of Plano and Dallas Area Rapid Transit (DART) for the implementation of a Transit Signal Priority (TSP) Pilot Program on certain bus routes in the City; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”) **This item was moved to a future meeting.**

Adoption of Ordinances

Ordinance No. 2019-8-5: To repeal Ordinance No. 2018-1-3 and Ordinance No. 2012-6-19, codified as Article VI, Heritage Resource Preservation, of Chapter 16, Planning and Development, of the Code of Ordinances; and replacing the provisions with a new Heritage Preservation Ordinance; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2019-8-6: To repeal Ordinance No. 2017-2-2, codified as Article II, Ad Valorem Taxes, Division 3, Historic Structures, of Chapter 20, Taxation, of the Code of Ordinances; and replacing the provisions establishing the Heritage Tax Exemption Program for the City; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2019-8-7: To abandon all right, title and interest of the City, in and to that certain Right-of-Way, situated in the Joseph Klepper Survey, Abstract No. 213, being all of a 157 square foot tract of land as described in instrument number 94-0043790, and all of a 3,147 square foot tract of land as described in instrument number 94-0048019, Deed Records of Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the property owner, MM CCM 48M, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “P”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2019-8-8 as requested in Zoning Case 2019-011 to amend various sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, as a result of recent state legislative actions and to ensure compliance with state law; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Agenda Item “1”)

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

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Williams, the Council voted 8-0, to amend various sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, as a result of recent state legislative actions and to ensure compliance with state law; as requested in Zoning Case No. 2019-011; and further to adopt Ordinance No. 2019-8-8.

Public Hearing and adoption of Ordinance No. 2019-8-9 as requested in Subdivision Ordinance Amendment 2019-001 to amend Section 3.1 (General) of Article III (Platting Procedures) of the Subdivision Ordinance of the City, Ordinance No. 2017-11-4, as heretofore amended, as a result of recent state legislative actions and to ensure compliance with state law; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Agenda Item “2”)

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

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to amend Section 3.1 (General) of Article III (Platting Procedures) of the Subdivision Ordinance of the City, Ordinance No. 2017-11-4, as heretofore amended, as a result of recent state legislative actions and to ensure compliance with state law; as requested in Subdivision Ordinance Amendment 2019-001; and further to adopt Ordinance No. 2019-8-9.

Public Hearing on the proposed tax rate of \$0.4482 cents per \$100 assessed property valuation. This rate is equal to the effective tax rate which will raise the same amount of tax revenue on properties in 2019 as in 2018. (Regular Agenda Item “3”)

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

Public Hearing on the creation of the Collin Creek West Public Improvement District, being located within the corporate limits of the City of Plano. (Regular Agenda Item “4”)

MOTION: Upon a motion made by Council Member Grady and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to table the item to the September 23, 2019 meeting.

Public Hearing on the creation of the Collin Creek East Public Improvement District, being located within the corporate limits of the City of Plano. (Regular Agenda Item “5”)

MOTION: Upon a motion made by Williams and seconded by Council Member Bao, the Council voted 8-0, to table the item to the September 23, 2019 meeting.

Public Hearing on establishing the Tax Increment Reinvestment Zone #4, Plano, Texas, being located within the corporate limits of the City of Plano. (Regular Agenda Item “6”)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to table the item to the September 23, 2019 meeting.

Comments of Public Interest

Joel Woiton spoke in support of completing the bike trail system.
Mike Emmons spoke in support of completing the bike trail system.
Lori Maucieri spoke in support of completing the bike trail system.
David Baker spoke in opposition of completing the bike trail system by use of eminent domain.
Gene Knauss spoke in opposition of completing the bike trail system by use of eminent domain.
Maryam Saifi spoke in opposition of completing the bike trail system by use of eminent domain.
Darin Abdelaal spoke in opposition of completing the bike trail system by use of eminent domain.
Abbie and Melody Walker spoke in support of completing the bike trail system.
John Stafford spoke in support of completing the bike trail system.
John Swafford spoke in opposition of completing the bike trail system by use of eminent domain.

Items from the Preliminary Open Meeting

- **Discussion and direction re: Housing Trends Analysis**

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

- **Personnel Reappointments**

- a) **Building Standards Commission**

- Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Bao, the Council voted 8-0 to reappoint Peter Krause and Andrew Lindquist.

- b) **Heritage Commission**

- Upon a motion made by Council Member Grady and seconded by Council Member Bao, the Council voted 8-0 to reappoint Jason Morgan, Harold Sickler, and John “Dub” Spencer.

- **Consent and Regular Agendas**

- **Council items for discussion/action on future agendas**

Council took a brief recess at 8:47p.m. and reconvened at 8:57 p.m.

- **Direction and discussion re: posting dates of agendas**

- Council expressed concurrence to post agendas 120 hours in advance of their meetings.

- **Legislative Update**

- **Ceremonial Document Process Presentation**

With no further discussion, the Regular City Council Meeting adjourned at 9:52 p.m.

Harry LaRosiliere, MAYOR PRO TEM

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: PSC

Department Head: Susan Carr

Agenda Coordinator: Sharron Mason (Ext. 7247)

CAPTION

RFP No. 2019-0058-B for a one (1) year contract with four (4) City optional one-year maintenance renewals for a Digital Recording Solution to be utilized by Public Safety Communications to Dictation Sales & Service, Inc. dba Equature, in the initial purchase amount of \$263,540 and an estimated total annual maintenance amount of \$53,476, for a total estimated amount of \$317,016; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	263,845	53,476	317,321
Encumbered/Expended Amount	0	0	0	0
This Item	0	-263,540	-53,476	-317,016
Balance	0	305	0	305

FUND(S): Technology Services Fund & General Fund

COMMENTS:

Funding for this item is available in the Technology Services and General Funds. This item approves the purchase of a digital recording system to capture and record digital data. The total estimated amount to be spent is \$317,016. Expenditures paid from the Technology Services Fund include the initial purchase and implementation of the system in the first year, totaling \$263,540. Future expenditures totaling \$53,476 (\$13,369 in each of FYs 2019-20, 2020-21, 2021-22 and 2022-23) for maintenance costs for the digital recording system will be made in the Public Safety Communications Department based on need within approved budget appropriations.

SUMMARY OF ITEM

This is a companion purchase with Archiving Interface Server.
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	8/28/2019	Memo
RFP Recap	8/28/2019	RFP Recap

Date: August 21, 2019

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

From: Susan Carr, Public Safety Communications Director

Subject: Award Recommendation for 2019-0058-B for Digital Recording Solution

As technologies in the 9-1-1 and Public Safety Communications (PSC) industry continue to evolve and migrate from analog to digital, there is still a need to capture and record the data.

PSC needed to migrate from our current analog system to a system capable of capturing and recording the digital data. With a new recording system, we will be able to increase our recording capacity, eliminate current hardware limitations, and establish a higher level of redundancy.

In seeking a system to meet these needs, the City issued an RFP (2019-0058-B). The City's evaluation team consisted of a cross-section of members from Public Safety Communications, Police, Fire, and Technology Services. The City received five responses. The evaluation team reviewed and evaluated each response. The scoring criteria for this RFP was as follows:

1. Site visit attendance (Pass/Fail)
2. Experience and qualifications (15%)
3. Quality of proposed solution (25%)
4. Technical response (20%)
5. Cost (40%)

Dictation Sales & Service, Inc. dba Equature was determined to be the best solution for the City, based on the final scoring of the evaluation team. The recommendation is for a total of 5-years, renewable annually for maintenance of the system. The one-time cost for purchase and implementation is \$263,540. Annual maintenance for the system will be \$13,369.

As part of the recording solution project, the City will also need to procure an AIS server (digital radio archiving interface server) from Motorola Solutions. This purchase will be made through HGAC in the amount of \$146,682. Maintenance for years 2-5 will be a total of \$48,445 (Year 2: \$11,826, Year 3: \$12,013; Year 4: \$12,204; Year 5: \$12,402).

The total dollar amount for implementation of this project is \$410,222. Annual maintenance costs over the five-year period will total \$53,476 for Equature and \$48,445 for Motorola (\$101,921 total).

If we do not procure this solution, we will continue to rely on the outdated analog equipment. We run the risk of losing critical recordings if we have an analog radio failure, as we do not have redundancy today.

CITY OF PLANO

RFP No.: 2019-0058-B
RFP for Digital Recording Solution
RFP RECAP

RFP Opening Date/Time: **Monday, December 10, 2018 @ 3:00 p.m.**

Number of Vendors Notified: 7015

Vendors Submitting "No Bids": None

Number of Proposals Considered: 5

Base Cost with Options

AT&T	\$642,132.00
BIS Digital Inc.	\$239,746.00
Digital markets, Inc. dba Vista Com - Eventide	\$250,670.00
Digital markets, Inc. dba Vista Com - Verint	\$231,792.00
Dictation Sales & Service, Inc. dba Equature	\$313,195.00

Recommended Vendor(s):

Dictation Sales & Service, Inc. dba Equature \$263,540.09 (Best and Final)

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

Sharron Mason

Sharron Mason
Sr. Buyer

August 28, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0599-B for one (1) Concrete Truck for Fleet Services to be utilized by Utility Cut Services to Premier Truck Group in the amount of \$145,966; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	267,500	0	267,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	-145,966	0	-145,966
BALANCE		0	121,534	0	121,534

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase one (1) Concrete Truck for the scheduled replacement of unit 09851 in Cost Center 767 / Utility Cut Services. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2019	Memo
Bid Recap	8/21/2019	Bid Recap

Date: August 21, 2019

To: Mark D. Israelson, City Manager

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

Subject: Concrete Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Concrete Truck in the amount of \$145,966.00 from Premier Truck Group, the lowest responsive, responsible bidder from Solicitation 2019-0599-B.

This unit is a scheduled replacement from Capital Outlay FY18-19 for unit 09851 Truck, Concrete in Cost Center 767 Utility Cut Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of this unit is necessary for the following reasons:

1. This unit is essential to this department's daily operations and is required to maintain current service levels.
2. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above unit.
3. If this unit is not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging unit will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
SOLICITATION NO. 2019-0599-B
CONCRETE TRUCK
BID RECAP**

Bid Opening Date/Time: August 16, 2019 @ 3:30 p.m.

Number of Vendors Notified: 2,168

Number of Bids Submitted: 4

Premier Truck Group	\$145,966.00
Southwest International Trucks	\$147,767.32
Bruckner Truck Sales	\$152,744.21
MHC Kenworth	\$174,255.77

Recommended Vendor:

Premier Truck Group	\$145,966.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 19, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0597-B for two (2) Haul Trucks for Fleet Services to be utilized by Utility District 1 to Industrial Power Truck and Equipment in the amount of \$163,339; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	192,600	0	192,600
Encumbered/Expended Amount		0	0	0	0
This Item		0	-163,339	0	-163,339
BALANCE		0	29,261	0	29,261

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase two (2) Haul Trucks for the scheduled replacement of units 01361 and 98194 in Cost Center 766 / Utility District 1. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2019	Memo
Bid Recap	8/21/2019	Bid Recap

Date: August 21, 2019

To: Mark D. Israelson, City Manager

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

Subject: Haul Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Haul Trucks in the amount of \$163,339.10 from Industrial Power Truck and Equipment, the lowest responsive, responsible bidder from Solicitation 2019-0597-B.

These units are scheduled replacements from Capital Outlay FY18-19 for units 01361 and 98194 Truck, Tractor in Cost Center 766 Utility District 1. Due to operational demands, it is necessary to purchase at this time.

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

1. These units are essential to this department's daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
SOLICITATION NO. 2019-0597-B
HAUL TRUCKS
BID RECAP**

Bid Opening Date/Time: August 16, 2019 @ 3:00 p.m.

Number of Vendors Notified: 2,685

Number of Bids Submitted: 3

Industrial Power Truck and Equipment – 2 @ \$81,669.55	\$163,339.10
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MHC Kenworth – 2 @ \$82,906.58	\$165,813.16
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Southwest International Trucks – 2 @ \$85,543.38	\$171,086.76
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Recommended Vendor:

Industrial Power Truck and Equipment	\$163,339.10
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 16, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0558-B for Pickup Trucks for Fleet Services to be utilized by various departments to Four Stars DCJR for eight (8) pickup trucks in the amount of \$189,120, to Bossier Chrysler Dodge for one (1) pickup truck in the amount of \$23,105, and to Caldwell Country Automotive for two (2) pickup trucks in the amount of \$55,450, for a total amount of \$267,675; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	321,075	0	321,075
Encumbered/Expended Amount		0	0	0	0
This Item		0	-267,675	0	-267,675
BALANCE		0	53,400	0	53,400

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase eight (8) Half-Ton Extended Cab Pickup Trucks, one (1) Half-Ton Crew Cab Pickup and two (2) Three-Quarter-Ton Extended Cab Pickup Trucks for the scheduled replacements of unit 08318 in Cost Center 352 / Facilities Maintenance, unit 08394 in Cost Center 471 / Municipal Drainage Operations, unit 06327 in Cost Center 473 / Environmental Quality, units 04601, 05302, and 05303 in Cost Center 619 / Neighborhood Services, unit 08339 in Cost Center 634 / Park Median Maintenance, unit 06348 in Cost Center 646 / Grounds Maintenance Services, unit 06326 in Cost Center 646 / Grounds Maintenance Services, unit 8393 in Cost Center 765 / Meter Services and one unit is an unforeseen, unscheduled emergency replacement of unit P03900 in Cost Center 345 / Fleet Share. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2019	Memo
Bid Recap	8/28/2019	Bid Recap

Date: August 21, 2019

To: Mark D. Israelson, City Manager

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

Subject: Pickup Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase eight (8) Half-ton Extended Cab Pickup Trucks in the amount of \$189,120.00 from Four Stars DCJR, one (1) Half-ton Crew Cab Pickup Truck in the amount of \$23,105.00 from Bossier Chrysler Dodge, and two (2) Three-quarter-ton Extended Cab Pickup Trucks in the amount of \$55,450.00 from Caldwell Country Automotive, the lowest responsive, responsible bidders from Solicitation 2019-0558-B.

Ten (10) of these units are scheduled replacements from Capital Outlay FY18-19 for unit 08318 Truck, Pickup ½ Ton, Extended Cab in Cost Center 352 Facilities Maintenance; unit 08394 Hybrid SUV Two Wheel Drive in Cost Center 471 Municipal Drainage Operations; unit 06327 Hybrid SUV Two Wheel Drive in Cost Center 473 Environmental Quality; unit 04601 Hybrid Auto, Compact and units 05302 and 05303 Truck, Hybrid Pickup, ½ Ton, Extended Cab in Cost Center 619 Neighborhood Services; unit 08339 Truck Pickup, 1 Ton, Utility Body, Dual Rear Wheels in Cost Center 634 Park Median Maintenance; unit 06348 Truck Pickup, ¾ Ton, Extended Cab in Cost Center 646 Grounds Maintenance Services; unit 06326 Truck, Pickup ½ Ton, Crew Cab in Cost Center 646 Grounds Maintenance Services (transferred from Cost Center 648 Grounds Maintenance Services District 2 on February 4, 2019); and unit 08393 Hybrid SUV Two Wheel Drive in Cost Center 765 Meter Services. One (1) unit is an unforeseen, unscheduled, emergency replacement for unit P03900 MP 15 Passenger Van Gas in Cost Center 345 Fleet Share. The current unit has reached the end of its useful life and experienced major mechanical error with estimated repair costs in excess of \$8,000.00. Due to operational demands, it is necessary to purchase at this time.

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

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we would incur additional maintenance costs and the salvage values would be greatly depreciated. In addition, the older, aging units would limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
SOLICITATION NO. 2019-0558-B
PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: July 31, 2019 @ 3:00 p.m.

Number of Vendors Notified: 1,858

Number of Vendors Submitting Bids: 5

Four Stars DCJR

Half-ton Extended Cab – 8 @ \$23,640.00	Line Item 1	\$189,120.00
Half-ton Crew Cab – 1 @ \$24,620.00	Line Item 2	\$ 24,620.00
Three-quarter-ton Extended Cab – 2 @ \$28,442.00	Line Item 3	\$ 56,884.00

Caldwell Country Automotive

Half-ton Extended Cab – 8 @ \$24,275.00	Line Item 1	\$194,200.00
Half-ton Crew Cab – 1 @ \$26,780.00	Line Item 2	\$ 26,780.00
Three-quarter-ton Extended Cab – 2 @ \$27,725.00	Line Item 3	\$ 55,450.00

Reliable Chevrolet

Half-ton Extended Cab – 8 @ \$24,299.00	Line Item 1	\$202,392.00
Half-ton Crew Cab – 1 @ \$27,806.00	Line Item 2	\$ 27,806.00
Three-quarter-ton Extended Cab – 2 @ \$28,133.00	Line Item 3	\$ 56,266.00

Four Stars Ford

Half-ton Extended Cab – 8 @ \$26,622.00	Line Item 1	\$212,976.00
Half-ton Crew Cab – 1 @ \$27,991.00	Line Item 2	\$ 27,991.00
Three-quarter-ton Extended Cab – 2 @ \$27,940.00	Line Item 3	\$ 55,880.00

Bossier Chrysler Dodge

Half-ton Extended Cab – No Bid	Line Item 1	No Bid
Half-ton Crew Cab – 1 @ \$23,105.00	Line Item 2	\$ 23,105.00
Three-quarter-ton Extended Cab – 2 @ \$29,210.00	Line Item 3	\$ 58,420.00

Recommended Vendors:

Four Stars DCJR	Line Item 1	\$189,120.00
Bossier Chrysler Dodge	Line Item 2	\$ 23,105.00
Caldwell Country Automotive	Line Item 3	\$ 55,450.00
Total Award		<u>\$267,675.00</u>

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 6, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0600-B for two (2) Grapple Trucks for Fleet Services to be utilized by Special Waste to Industrial Power Truck and Equipment in the amount of \$360,909; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	353,175	353,175
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-360,909	-360,909
BALANCE		0	0	-7,734	-7,734

FUND(S): Equipment Replacement Fund and Sustainability & Environmental Services Fund

COMMENTS: Funding for this item is subject to FY 2019-20 approved budget appropriations and will be made available in the FY 2019-20 Adopted Budget. The estimated future amount to be spent in FY 2019-20 is \$360,909 to purchase two (2) Grapple Trucks for the scheduled replacement of unit 11802 in Cost Center 751 / Special Waste and one New Addition in Cost Center 751 / Special Waste. The additional funds of \$7,734 needed for this purchase are available from savings in previous Equipment Replacement Fund purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2019	Memo
Bid Recap	8/21/2019	Bid Recap

Date: August 21, 2019

To: Mark D. Israelson, City Manager

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

Subject: Grapple Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Grapple Trucks in the amount of \$360,909.40 from Industrial Power Truck and Equipment, the lowest responsive, responsible bidder from Solicitation 2019-0600-B.

One (1) unit is a scheduled replacement from Recommended Capital Outlay FY19-20 for unit 11802 Truck, Crane in Cost Center 751 Special Waste. One (1) unit is a new addition from Recommended Capital Outlay FY19-20 in Cost Center 751 Special Waste. These units must be ordered early to implement Environmental Waste Services Bulky Collection Program service modifications. Due to operational demands, it is necessary to purchase at this time.

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

1. The old unit is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above unit.
2. The new addition unit will allow Special Waste to implement modifications to its Bulky Collection Program services. These modifications include moving from one day per month unscheduled collection to up to one day per week scheduled collection. Additionally, large yard trimmings will now be collected.
3. If the replacement unit is not purchased, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging unit will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs. If the new addition is not purchased, Special Waste will not be able to implement modifications to its Bulky Collection Program service.

**CITY OF PLANO
SOLICITATION NO. 2019-0600-B
GRAPPLE TRUCKS
BID RECAP**

Bid Opening Date/Time: August 19, 2019 @ 3:00 p.m.

Number of Vendors Notified: 2,362

Number of Bids Submitted: 3

Industrial Power Truck and Equipment – 2 @ \$180,454.70	\$360,909.40
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Southwest International Trucks – 2 @ \$186,363.59	\$372,727.18
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MHC Kenworth – 2 @ \$186,532.00	\$373,064.00
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Recommended Vendor:

Industrial Power Truck and Equipment	\$360,909.40
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 20, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2019-0594-B for Dump Body Pickup Trucks for Fleet Services to be utilized by various departments to Reliable Chevrolet for six (6) dump body pickup trucks in the amount of \$265,014, to Randall Reed's Prestige Ford for seven (7) dump body pickup trucks in the amount of \$389,500, and to Caldwell Country Automotive for one (1) platform body pickup truck with stake sides in the amount of \$35,875, for a total amount of \$690,389; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	733,100	0	733,100
Encumbered/Expended Amount		0	0	0	0
This Item		0	-690,389	0	-690,389
BALANCE		0	42,711	0	42,711

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2018-19 Adopted budget to purchase six (6) One-Ton Regular Cab Dump Body Pickup Trucks, six (6) 1.5-Ton Regular Cab Dump Body Pickup Trucks, one (1) 1.5-Ton Regular Cab Dump Body Pickup Truck and one (1) One-Ton Regular Cab Platform Body Pickup Truck for the scheduled replacement of units 06362 and 08349 in Cost Center 643 / Park Support Services, units 00360, 06321, 06355, 06358, and 06361 in Cost Center 644 / Grounds Maintenance Services District 1, units 06322 and 06356 in Cost Center 647 / Sports Turf Maintenance Services, units 38011, 00361, and 06357 in Cost Center 658 / Grounds Maintenance Services District 3, unit 08332 in Cost Center 742 / Streets and unit 06301 in Cost Center 751 / Special Waste. Remaining balance will be

used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2019	Memo
Bid Recap	8/28/2019	Bid Recap

Date: August 21, 2019

To: Mark D. Israelson, City Manager

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

Subject: Dump Body Pickup Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase six (6) One-ton Regular Cab Dump Body Pickup Trucks in the amount of \$265,014.00 from Reliable Chevrolet, six (6) 1.5-ton Crew Cab Dump Body Pickup Trucks in the amount of \$342,000.00 and one (1) 1.5-ton Regular Cab Dump Body Pickup Truck in the amount of \$47,500.00 from Randall Reed's Prestige Ford, and one (1) One-ton Regular Cab Platform Body Pickup Truck with Steel Stake Rack Sides in the amount of \$35,875.00 from Caldwell Country Automotive, the lowest responsive, responsible bidders from Solicitation 2019-0594-B.

These units are scheduled replacements from Capital Outlay FY18-19 for units 06362 Truck Pickup, 1 Ton, Flat Bed Dump, Diesel and 08349 Truck Pickup, 1 ½ Ton, Dump, Diesel in Cost Center 643 Park Support Services; units 00360 Truck Pickup, 1 Ton, Flat Bed Dump and 06321, 06355, 06358, and 06361 Truck Pickup, 1 Ton, Flat Bed Dump, Diesel in Cost Center 644 Grounds Maintenance Services District 1; units 06322 and 06356 Truck Pickup, 1 Ton, Flat Bed Dump, Diesel in Cost Center 647 Sports Turf Maintenance Services; units 38011 Truck, Dump, 6-7 Cubic Yard, 00361 Truck Pickup, 1 Ton, Flat Bed Dump, and 06357 Truck Pickup, 1 Ton, Flat Bed Dump, Diesel in Cost Center 658 Grounds Maintenance Services District 3; unit 08332 Truck Pickup, 1 ½ Ton, Dump, Diesel in Cost Center 742 Streets; and unit 06301 Truck Pickup, 1 Ton, Flat Bed, Diesel in Cost Center 751 Special Waste. Due to operational demands, it is necessary to purchase at this time.

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

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage values will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

**CITY OF PLANO
SOLICITATION NO. 2019-0594-B
DUMP BODY PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: August 19, 2019 @ 3:30 p.m.

Number of Vendors Notified: 2,515

Number of Vendors Submitting Bids: 5

Randall Reed's Prestige Ford

One-ton Regular Cab Dump – 6 @ \$48,100.00	Line Item 1	\$288,600.00
1.5-ton Crew Cab Dump – 6 @ \$57,000.00	Line Item 2	\$342,000.00
1.5-ton Regular Cab Dump – 1 @ \$47,500.00	Line Item 3	\$ 47,500.00
One-ton Regular Cab Stake Sides 1 @ \$37,600.00	Line Item 4	\$ 37,600.00

Reliable Chevrolet

One-ton Regular Cab Dump – 6 @ \$44,169.00	Line Item 1	\$265,014.00
1.5-ton Crew Cab Dump – 6 @ \$61,163.00	Line Item 2	\$366,978.00
1.5-ton Regular Cab Dump – 1 @ \$54,146.00	Line Item 3	\$ 54,146.00
One-ton Regular Cab Stake Sides 1 @ \$36,260.00	Line Item 4	\$ 36,260.00

Caldwell Country Automotive

One-ton Regular Cab Dump – 6 @ \$44,978.00	Line Item 1	\$269,868.00
1.5-ton Crew Cab Dump – 6 @ \$61,375.00	Line Item 2	\$368,250.00
1.5-ton Regular Cab Dump – 1 @ \$51,575.00	Line Item 3	\$ 51,575.00
One-ton Regular Cab Stake Sides 1 @ \$35,875.00	Line Item 4	\$ 35,875.00

Sam Pack's Five Star Ford

One-ton Regular Cab Dump – 6 @ \$48,580.00	Line Item 1	\$291,480.00
1.5-ton Crew Cab Dump – 6 @ \$57,725.00	Line Item 2	\$346,350.00
1.5-ton Regular Cab Dump – 1 @ \$49,263.00	Line Item 3	\$ 49,263.00
One-ton Regular Cab Stake Sides 1 @ \$41,331.00	Line Item 4	\$ 41,331.00

Four Stars Ford

One-ton Regular Cab Dump – 6 @ \$50,337.00	Line Item 1	\$302,022.00
1.5-ton Crew Cab Dump – 6 @ \$58,120.00	Line Item 2	\$348,720.00
1.5-ton Regular Cab Dump – 1 @ \$48,706.00	Line Item 3	\$ 48,706.00
One-ton Regular Cab Stake Sides 1 @ \$39,565.00	Line Item 4	\$ 39,565.00

Recommended Vendors:

Reliable Chevrolet	Line Item 1	\$265,014.00
Randall Reed's Prestige Ford	Line Item 2	\$342,000.00
Randall Reed's Prestige Ford	Line Item 3	\$ 47,500.00
Caldwell Country Automotive	Line Item 4	\$ 35,875.00
Total Award		\$690,389.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 20, 2019

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: PSC

Department Head: Susan Carr

Agenda Coordinator: Sharron Mason (Ext. 7247)

CAPTION

To approve the purchase of an Archiving Interface Server (AIS) for a one (1) year contract with four (4) City optional one-year maintenance renewals to be utilized by Public Safety Communications in the initial purchase amount of \$146,682 and an estimated total annual maintenance amount of \$48,445, for a total estimated amount of \$195,127, from Motorola Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC RA05-18)

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19 thru 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	146,973	48,445	195,418
Encumbered/Expended Amount	0	0	0	0
This Item	0	-146,682	-48,445	-195,127
Balance	0	291	0	291

FUND(S): Technology Services Fund

COMMENTS: Funding for this item is available in the Technology Services Fund. This item approves the purchase of an archiving interface server, to support a digital recording system that captures and records digital data. The total estimated amount to be spent is \$195,127; expenditures include \$146,682 for the initial purchase and implementation of the server in the first year, and future costs totaling \$48,445 (\$11,826 in FY 2019-20, \$12,013 in FY 2020-21, \$12,204 in FY 2021-22, and \$12,402 in FY 2022-23) for maintenance costs for the archiving interface server.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. RA05-18 / City of Plano Internal Contract No. 2019-0637-O)

This is a companion purchase with Digital Recording Solution.
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	8/27/2019	Memo

Date: August 21, 2019

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

From: Susan Carr, Public Safety Communications Director 

Subject: Award Recommendation for 2019-0058-B for Digital Recording Solution

As technologies in the 9-1-1 and Public Safety Communications (PSC) industry continue to evolve and migrate from analog to digital, there is still a need to capture and record the data.

PSC needed to migrate from our current analog system to a system capable of capturing and recording the digital data. With a new recording system, we will be able to increase our recording capacity, eliminate current hardware limitations, and establish a higher level of redundancy.

In seeking a system to meet these needs, the City issued an RFP (2019-0058-B). The City's evaluation team consisted of a cross-section of members from Public Safety Communications, Police, Fire, and Technology Services. The City received five responses. The evaluation team reviewed and evaluated each response. The scoring criteria for this RFP was as follows:

1. Site visit attendance (Pass/Fail)
2. Experience and qualifications (15%)
3. Quality of proposed solution (25%)
4. Technical response (20%)
5. Cost (40%)

Equature was determined to be the best solution for the City, based on the final scoring of the evaluation team. The recommendation is for a total of 5-years, renewable annually for maintenance of the system. The one-time cost for purchase and implementation is \$263,540. Annual maintenance for the system will be \$13,369.

As part of the recording solution project, the City will also need to procure an AIS server (digital radio archiving interface server) from Motorola Solutions. This purchase will be made through HGAC in the amount of \$146,682. Maintenance for years 2-5 will be a total of \$48,445 (Year 2: \$11,826, Year 3: \$12,013; Year 4: \$12,204; Year 5: \$12,402).

The total dollar amount for implementation of this project is \$410,222. Annual maintenance costs over the five-year period will total \$53,476 for Equature and \$48,445 for Motorola (\$101,921 total).

If we do not procure this solution, we will continue to rely on the outdated analog equipment. We run the risk of losing critical recordings if we have an analog radio failure, as we do not have redundancy today.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Jana Logue

CAPTION

To approve the purchase of three (3) Portable Camera Towers in the amount of \$73,860 from Wireless CCTV, twelve (12) cameras from STS360 in the amount of \$32,421, and three (3) wireless routers from CDW-G in the amount of \$7,063 for the Police Department through existing contracts; and authorizing the City Manager to execute all necessary documents. (GSA Contract GS-07-F-031DA, City of Plano Contract 2014-0139-C, and National IPA Contract 2018011-01)

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	113,344	113,344
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-113,344	-113,344
Balance	0	0	0	0

FUND(S): Police Equipment Replacement Fund

COMMENTS: Funds are available in the FY 2019-20 Police Equipment Replacement Fund for the purchase of portable surveillance camera towers and equipment. The total estimated future amount to be spent is \$113,344.

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 may purchase goods or services available under Federal supply schedules of the United States General Services Administration to the extent permitted by federal law pursuant to Chapter 271 Subchapter G of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (City of Plano Contract 2019-0036-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	8/29/2019	Memo

Date: August 23, 2019

To: Mark D. Israelson, City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: Portable Camera Towers Procurement Memo

The Plano Police Department has utilized portable camera towers for many years. They have been highly effective as a deterrent to crime and aid in the collection of evidence for criminal prosecution. The Plano Police Department recently decommissioned the oldest of three manned "SkyWatch" towers after providing over 13 years of service, and one of three newer, unmanned towers was destroyed by floodwaters during the 2018 Balloon Festival. The Police Department plans to utilize funds that had been set aside for replacement of the original SkyWatch towers to purchase three new portable camera towers. These units are more easily deployable due to their smaller footprint and come equipped with high capacity solar power generators that can accommodate long-term autonomous operation (unattended and without the need for an external electrical source).

WCCTV has provided a quote for \$73,859.82, based on their established GSA Cooperative Contract (GSA Schedule 84 #GS-07F-031DA), for three (3) solar powered trailers including a 3-year warranty, full installation of a laptop, mobile broadband router with Verizon LTE SIM card, and the installation of four (4) Axis high resolution, low-light capable IP cameras on each of them. A total of twelve (12) cameras would need to be purchased from STS360 for \$32,421.00, and the three (3) Sierra MG90 routers, purchased from CDW-G, are \$7063.38. The total cost for this project is \$113,344.20.

The department expects to benefit greatly from the addition of these new solar-powered portable camera towers to our equipment fleet, and I recommend we proceed with the procurement. Failure to support this effort will diminish the Police Department's ability to most effectively fulfill its mission.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Dave Leong x 7251

CAPTION

To approve an increase to the current awarded contract amount of \$692,335 by \$134,193, for a total contract amount of \$826,528, for Professional Consulting Services for Design of Private Fiber Network from Capco Communications, Inc. for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0092-X; Modification No. 1)

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	504,865	6,554,461	750,000	7,809,326
Encumbered/Expended Amount	-504,865	-5,438,456	0	-5,943,321
This Item	0	-36,500	-97,693	-134,193
Balance	0	1,079,505	652,307	1,731,812

FUND(S): Technology Improvements CIP, Sewer CIP

COMMENTS: Funding for this item is available in the 2018-19 Technology Improvements CIP and the 2019-20 Sewer CIP. Modifying the existing engineering contract for the installation of the City's fiber network, in the amount of \$134,193, will leave a combined balance of \$1,731,812 available for future fiber project expenditures, including fiber connections to five sanitary sewer lift stations.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	9/3/2019	Agreement

Date: Thursday, August 29, 2019
To: Shelli Siemer, Deputy City Manager
From: Chris Chiancone, Chief Information Officer
Subject: Modification of Capco Engineering Contract

The Technology Services department recommends the modification of contract 2017-0092-X for design and engineering of the City's fiber network with Capco Communications, Inc. This modification is a result of expanded scope of services for the NextGen Fiber Project to include the following:

- Costs associated with professional surveying work required for fiber paths going through designated Parks land as required by State law.
- Conversion of some of the Phase 3 plans from aerial to underground due to site conditions or restrictions with utility poles,
- An additional five (5) locations requested by Public Works for Phase 3 that were not in the current plans.

The total design and engineering costs associated with this modification will total \$134,192.70, which is broken down as follows:

- Additional Surveying work for Phase One: \$36,500.00
- Conversion from Aerial to Underground for Phase Three: \$44,122.67
- Engineering for Additional Five (5) Sites to Phase Three: \$53,570.03

In 2018, the City Council awarded RFQ 2017-0092-X to Capco Communications for the design and engineering of the full fiber network which was estimated to be completed by approximately April of 2020. During the planning and design, the City project team was expanded resulting in more time required to perform coordination and due diligence review of the bidding and contracting processes as well as discovery of sites that were not initially included. With this addition, Capco Communications estimates the project to be completed by August 2020.

Previous City Council approvals related to the NextGen Fiber Project includes the following contracts:

- 2018-0092-X – Design and Engineering awarded to Capco Communications in the amount of \$692,335
- 2019-0214-B – OSP Cable Purchase awarded to Millennium Communication and Simba Industries in the amount of \$387,770

- 2019-0444-O – Cisco Switch Modules and Hardware for Fiber Project awarded to Presidio Network Solutions Group in the amount of \$939,307
- 2019-0119-B – Phase I Construction awarded to Gardner Telecommunications including approximately 12.94 miles of underground and 22.18 miles of aerial fiber installation in the amount of \$1,692,549
- 2019-0346-B – Phase II Construction awarded to Gardner Telecommunications including approximately 17.39 miles of underground and 11.17 miles of aerial fiber installation in the amount of \$2,185,902

Future City Council consideration items include:

- Phase III Construction to be bid after completion of design and engineering processes.

The build of the fiber network is a significant investment, providing the City of Plano with more reliable services and increasing the City's ability to produce more advanced services at lower costs in the future. Technology Services and Project Management teams have conducted a thorough cost-benefit analysis of building and owning a fiber network versus continuing to lease circuits to all of our locations and the estimated break-even for the investment in the fiber project is approximately five years. Once the fiber network is entirely built, leased lines totaling roughly \$768,000 per year will be discontinued at contract expiration, resulting in a significantly lower ongoing operational expenditure. Estimated annual costs for the maintenance of the fiber network to cover locate services, damage repairs, and etc., are expected to be approximately \$200,000 annually, significantly less than the cost of leased circuits. In addition, the service provided will be on average 10x to 100x the capabilities of existing leased circuits. If this modification is not awarded, sites will have to be reduced from Phase III which could result in continued leased circuit costs going forward and added operational expense to provide services to these locations.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

To approve the terms and conditions of the First Amendment to the original Interlocal Agreement with the North Texas Municipal Water District (NTMWD) for property transactions to revise the land size for the Los Rios Tract; authorizing the execution by the City Manager; and providing an effective date.

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	1,936,286	0	1,936,286
This Item	0	-38,094	0	-38,094
Balance	0	1,898,192	0	1,898,192

FUND(S): General Fund and Water & Sewer Fund

COMMENTS: This item amends an agreement between the City of Plano and the North Texas Municipal Water District (NTMWD) by reducing the size of the property being sold to NTMWD by the City of Plano and the amount of compensation the City will receive from the sale by \$38,094 to \$1,898,192.

SUMMARY OF ITEM

The attached First Amendment to the Interlocal Agreement between the North Texas Municipal Water District (NTMWD) and the City of Plano is to reflect a change in the land size for the Los Rios property from 16.164 AC (Collin CAD) to the surveyed size of 15.846 AC. As a result, the original estimated cost of \$1,936,286 will be decreased by \$38,094 to \$1,898,192.

Strategic Plan Goal:

Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Amendment to ILA	8/28/2019	Agreement

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND THE CITY OF PLANO
FOR THE CONVEYANCES OF REAL PROPERTY**

This First Amendment to the Interlocal Agreement ("Amendment") is made and entered into by and between the NORTH TEXAS MUNICIPAL WATER DISTRICT ("NTMWD"), a political subdivision of the State of Texas, and the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas ("PLANO") (the "Parties") to amend the Interlocal Agreement entered into on April 22, 2019 (the "Agreement"), for the sale and purchase of multiple properties.

WHEREAS, NTMWD desires to purchase the Los Rios Property for two projects supporting the Regional Wastewater System and the Upper East Fork Interceptor System; and

WHEREAS, the Parties wish to amend the Agreement in order to reflect a reduction in land size of the Los Rios Property from 16.164 AC, as listed in Collin CAD, to 15.846 AC as determined by the surveyor; and

WHEREAS, PLANO desires to sell, transfer, and convey the Los Rios Property to NTMWD for \$2.75 per square foot, for a new total of \$1,898,192.00; and

NOW THEREFORE, for and in consideration of the above premises, the Parties hereby amend the Agreement to replace the Section titled "The Los Rios Property" and the associated Exhibits with the following. All remaining provisions of the Agreement will remain in full force and effect:

The Los Rios Property

- (1) PLANO hereby agrees to sell, assign, and transfer all its right, title and interest in the Los Rios Property described in **Exhibit "A"**, attached hereto and incorporated herewith for all purposes.
- (2) NTMWD shall pay PLANO \$1,898,192.00 for the Los Rios Property.
- (3) NTMWD shall install and maintain an irrigated landscape screen along the entire western and southern property, with the exception of the area in front of the proposed operations building, adjacent to Los Rios Boulevard and 14th Street. Evergreen shrubs shall be used as a landscape screen and placed so as to create at least a 6-foot tall screen within two years of the installation of the shrubs. NTMWD shall irrigate the landscaping with an automatic sprinkler system. NTMWD shall maintain the landscaping in a healthy, growing condition.
- (4) If NTMWD ceases to use the Los Rios Property for the purpose of conveying and supporting the treatment of wastewater, then PLANO has the right of first refusal to purchase the Los Rios Property from NTMWD at market value.
- (5) PLANO shall convey the Los Rios Property to NTMWD by Special Warranty Deed, substantially similar to the Special Warranty Deed attached as **Exhibit "C"**.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date of the last signature below.

[signatures follow]

NORTH TEXAS MUNICIPAL WATER DISTRICT,
a Texas political subdivision

By: _____
Thomas W. Kula, Executive Director

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared THOMAS W. KULA, he acknowledged to me that he is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas

My Commission Expires:

CITY OF PLANO,
a home-rule municipal corporation

By: _____
Mark D. Israelson, City Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared MARK D. ISRAELSON; he acknowledged to me that he is the duly authorized representative of and for the CITY OF PLANO, a home-rule municipal corporation located in Collin and Denton Counties, Texas, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public in and for the State of Texas



Exhibit "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT THE UNDERSIGNED **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas, hereinafter referred to as "Grantor." for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, the obligations and duties contained in that certain Interlocal Agreement with Grantee, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution, acting by and through its duly authorized representative, having its principal offices at 505 E. Brown Street, Wylie, Texas 75098, herein referred to as "Grantee," that certain 16.164 acre tract of land situated in the City of Plano, Collin County, Texas, and being more fully described by metes and bounds in the attached **EXHIBIT A**, herein referred to as the "Property".

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Collin County, Texas, including those matters outlined on **EXHIBIT B**.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof under Grantor, but not otherwise.

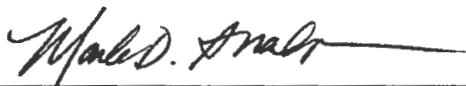
Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

In the event Grantee offers the Property for sale, then Grantor shall have the right (but not the obligation) to purchase the Property under the following terms and conditions: (1) Once Grantee

has established an asking or listing price for the Property, Grantee shall first notify Grantor in writing of Grantee's intent to sell and shall then offer the Property for sale to Grantor at this price. Grantor shall have 30 days from receipt of such notice to consider this offer, and if Grantor accepts, Grantor shall have 45 days to close. Consideration may be cash or third-party financing or, if agreed between Grantee and Grantor, by assumption, wraparound, or owner finance. (2) If Grantor shall decline or fail to purchase the Property at the listing or asking price, Grantee shall be free to offer the Property for sale to others. However, if a bona fide offer is received from a third-party prospective buyer, then Grantee shall again notify Grantor in writing and offer the Property to Grantor at the price and upon the same or better terms as named by the prospective buyer. Grantor shall have 30 days from receipt of such notice to consider this offer, and if Grantor accepts, Grantor shall have 45 days to close. Grantor may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise Grantor's right of first refusal.

EXECUTED this date: July 25th, 2019.

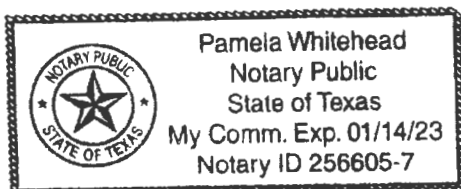
CITY OF PLANO,
a home-rule municipal corporation

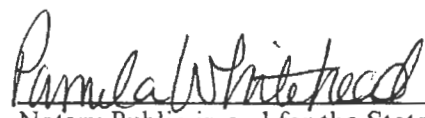
By: 
 Mark D. Israelson, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on July 25, 2019, by MARK D. ISRAELSON, CITY MANAGER of the CITY OF PLANO, a home-rule municipal corporation in the State of Texas, on behalf of said CITY OF PLANO.




 Notary Public in and for the State of Texas

After recording please return to:

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

BEING a 15.44 acre (672,748 square foot) tract of land situated in the James Ledbetter Survey, Abstract Number 545, Collin County, Texas, being part of a called 15.527 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 927, Page 108, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING a 3/4-inch iron rod found at State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010), North 7,058,277.622, East 2,534,485.744 US Survey Feet, and being on the east right-of-way line of Los Rios Boulevard (a variable-width right-of-way), said point being the northwest corner of said 15.527 acre tract and the southwest corner of a tract of land described as "Tract A" in Special Warranty Deed to the City of Plano, Texas, as recorded in Instrument No. 20141111001231920, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE South 88 degrees 26 minutes 24 seconds East, with the south line of said "Tract A", a distance of 296.92 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for the northwest corner of a called 3.85 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 889, Page 647, D.R.D.C.T.;

THENCE South 01 degree 40 minutes 14 seconds West, departing said south line of "Tract A" and with the west line of said 3.85 acre tract, passing at a distance of 550.00 feet a Mag Nail set for the southwest corner of said 3.85 acre tract and the northwest corner of Lot 1-1, Block A, 544 Golf Training Facility Addition, an addition of the City of Plano, Texas according to the plat recorded in Cabinet P, Page 362, O.P.R.C.C.T., and continuing with the west line of said Lot 1-1, Block A, in all, a total distance of 1,478.17 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner on the west line of Lot 1, Block A, 544 Partners Addition, an addition to the City of Plano, Texas, according to the plat recorded in Cabinet M, Page 294, O.P.R.C.C.T., same being the northeast corner of a called 0.637 acre tract of land described in General Warranty Deed to the City of Plano, Texas, as recorded in Volume 2690, Page 294, D.R.D.C.T.;

THENCE with the north line of said 0.637 acre tract, the following courses and distances:

North 87 degrees 30 minutes 16 seconds West, a distance of 274.38 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner;

North 83 degrees 40 minutes 33 seconds West, a distance of 31.58 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set in the north right-of-way line of 14th Street (formerly known as Farm to Market Road 544, a variable-width right-of-way) for corner, and being the beginning of a non-tangent circular curve to the left having a radius of 1,122.86 feet, and whose chord bears North 74 degrees 51 minutes 23 seconds West, a distance of 179.24 feet;

THENCE in a Westerly direction, along the said north right-of-way line of 14th Street and with said curve through a central angle of 09 degrees 09 minutes 21 seconds for an arc length of 179.43 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for the south corner of a corner clip at the intersection of said north right-of-way line of 14th Street with the said east right-of-way line of Los Rios Boulevard;

THENCE North 39 degrees 11 minutes 15 seconds West, with said corner clip, a distance of 30.30 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, and being on the said east right-of-way line of Los Rios Boulevard;



12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
(214) 739-3152 Fax (214) 739-3169

Engineering Firm #F-610

Surveying Firm #101319-00

THENCE departing said corner clip and with the said east right-of-way line of Los Rios Boulevard, the following courses and distances

North 01 degree 40 minutes 08 seconds East, a distance of 516.36 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for the beginning of a tangent circular curve to the right having a radius of 2,051.95 feet and whose chord bears North 14 degrees 31 minutes 19 seconds East, a distance of 912.91 feet;

Northerly, with said curve through a central angle of 25 degrees 42 minutes 21 seconds for an arc length of 920.61 feet, to the **POINT OF BEGINNING**, and **CONTAINING** 672,748 square feet, or 15.44 acres of land, more or less

NOTES

1. A survey plat of even survey date herewith accompanies this legal description.
2. Bearing system for this survey based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010). Distances shown have been modified to surface by applying a scale factor of 1.00015421 to the state plane coordinates

This is to certify that this map or plat and the survey on which it is based were made in accordance with the minimum standard detail requirements for a TSPS Category 1A, Condition 2 survey. The fieldwork was completed on June 12, 2019.


Colin J. Henry
Registered Professional Land Surveyor
Texas Registration No. 5320

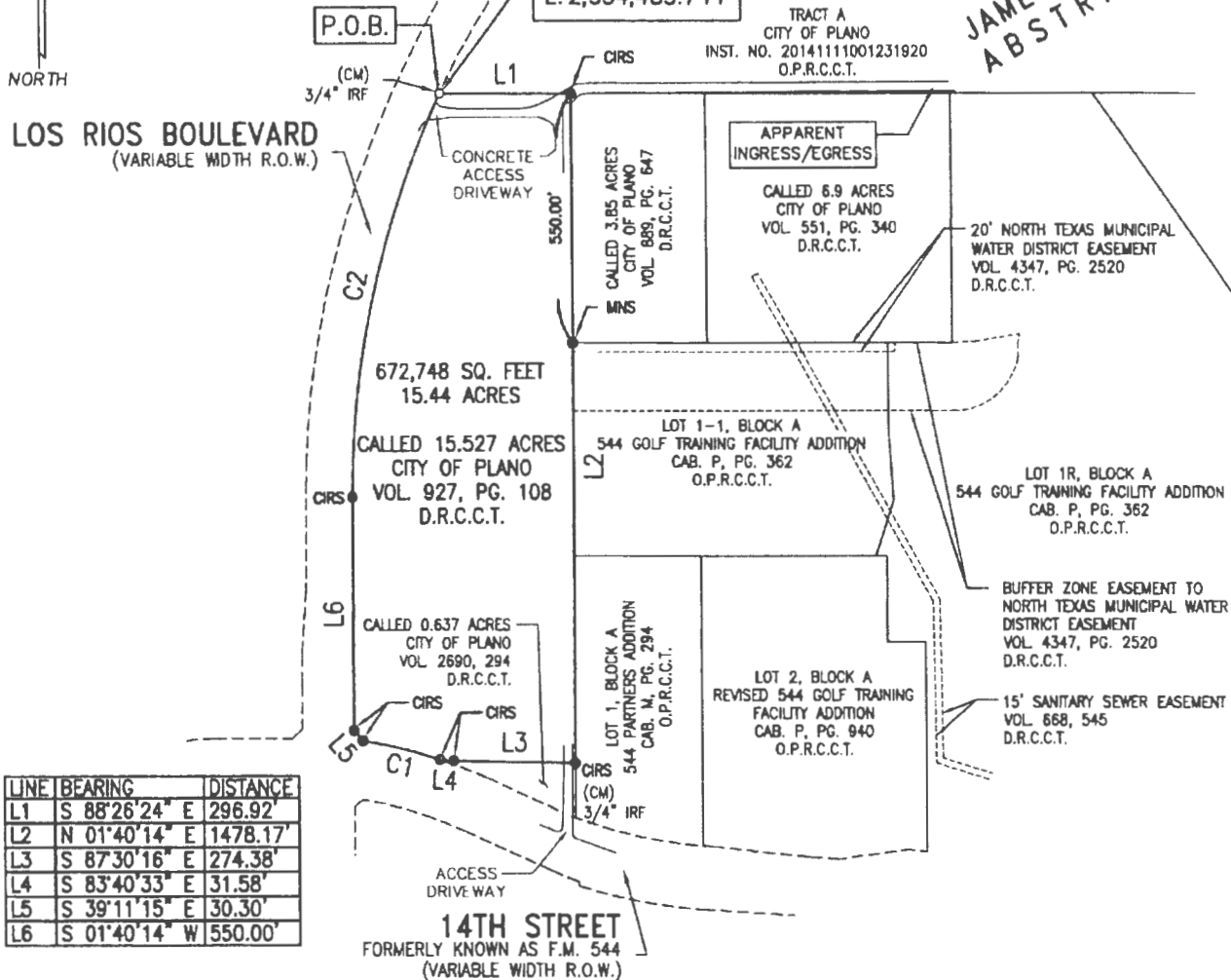
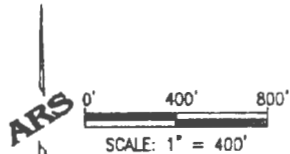


ARS
Engineers, Inc.

12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
(214) 736-3152 Fax (214) 736-3169

15.44 ACRE TRACT
SITUATED IN THE JAMES LEDBETTER SURVEY, ABSTRACT NUMBER 545
CITY OF PLANO, COLLIN COUNTY, TEXAS

JAMES LEDBETTER SURVEY
ABSTRACT NO. 545



LINE	BEARING	DISTANCE
L1	S 88°26'24" E	296.92'
L2	N 01°40'14" E	1478.17'
L3	S 87°30'16" E	274.38'
L4	S 83°40'33" E	31.58'
L5	S 39°11'15" E	30.30'
L6	S 01°40'14" W	550.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1,122.86'	179.43'	179.24'	N 74°51'23" W	09°09'21"
C2	2,051.95'	920.61'	912.91'	N 14°31'19" E	25°42'21"

LEGEND

EXISTING EASEMENT LINE	---
PROPERTY LINE	---
LOT LINE/ADJOINER TRACT	---
FENCE	---

P.O.B. = POINT OF BEGINNING

○ = MONUMENT FOUND

● = MONUMENT SET

SQ. FT. = SQUARE FEET

CIRS = 5/8 INCH IRON ROD WITH
"ARS ENGINEERS" YELLOW CAP SET

MNS = MAG NAIL SET

NOTE

1 BEARING SYSTEM FOR THIS SURVEY BASED ON STATE PLANE COORDINATE SYSTEM TEXAS NORTH CENTRAL ZONE 4202 NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT REALIZATION 2011 EPOCH 2010) DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.00015421 TO THE STATE PLANE COORDINATES

2 LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY

3 THIS SURVEY PLAT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

Project No. 302-19-030

Filename Rowle Creek-Boundary Exhibits - Tracts 1-3.dwg
Date Friday, June 21, 2019 Time 9:18 AM Plotted by Chris Gil

COLIN J. HENRY, R.P.L.S.
TEXAS REGISTRATION NO. 5230



ARS
Engineers, Inc.

12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
(214) 735-3152 Fax (214) 735-2155

Engineering Firm # 615

Surveying Firm # 101315 D.

LEGAL DESCRIPTION

BEING a 0.4056 acre (17,669 square foot) tract of land situated in the James Ledbetter Survey, Abstract Number 545, Collin County, Texas, being all of a called 0.637 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 2690, Page 294, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4-inch iron rod found at State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010), North 7,058,277.622, East 2,534,485.744 US Survey Feet, and being on the east right-of-way line of Los Rios Boulevard (a variable-width right-of-way), said point being the northwest corner of a called 15.527 acre tract of land described in Warranty Deed to the City of Plano, Texas, as recorded in Volume 927, Page 108, D.R.C.C.T., and the southwest corner of a tract of land described as "Tract A" in Special Warranty Deed to the City of Plano, Texas, as recorded in Instrument No. 20141111001231920, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE South 08 degrees 50 minutes 44 seconds East, departing said east right-of-way line of Los Rios Boulevard and over and across said 15.527 acre tract, a distance of 1,626.86 feet to a 3/4-inch iron rod found for the **POINT OF BEGINNING**, said point being in the north right-of-way line of 14th Street (a variable width right-of-way) and the southwest corner of Lot 1, Block A, 544 Partners Addition, an addition to the City of Plano, Texas according to the plat recorded in Cabinet M, Page 294, O.P.R.C.C.T.;

THENCE North 64 degrees 46 minutes 01 second West, with said north right-of-way line, a distance of 73.30 feet to a point for corner;

THENCE North 64 degrees 30 minutes 03 seconds West, continuing with said north right-of-way line, a distance of 145.24 feet to a point for corner, for the beginning of a tangent circular curve to the left having a radius of 1,122.85 feet, and whose chord bears North 67 degrees 23 minutes 30 seconds West, a distance of 113.26 feet;

THENCE Northwesterly, continuing with said north right-of-way line and with said curve through a central angle of 05 degrees 46 minutes 54 seconds, for an arc length of 113.31 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner, said point being on the south line of said 15.527 acre tract;

THENCE South 83 degrees 40 minutes 33 seconds East, departing said north right-of-way line and with said south line of the 15.527 acre tract, a distance of 31.58 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set for corner;

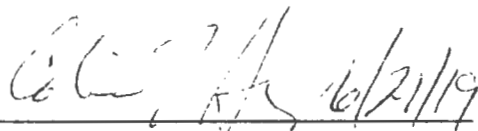
THENCE South 87 degrees 30 minutes 16 seconds East, continuing with said south line of the 15.527 acre tract, a distance of 274.38 feet to a 5/8-inch iron rod with "ARS ENGINEERS" yellow cap set in the west line of said Lot 1, Block A;

THENCE South 01 degree 40 minutes 14 seconds West, departing said south line of the 15.527 acre tract and with said west line of Lot 1, Block A, a distance of 121.94 feet to the **POINT OF BEGINNING**, and **CONTAINING** 17,669 square feet, or 0.4056 acres of land, more or less.

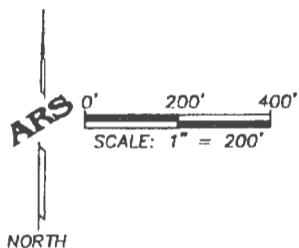
NOTES

1. A survey plat of even survey date herewith accompanies this legal description.
2. Bearing system for this survey based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (Adjustment Realization 2011 Epoch 2010). Distances shown have been modified to surface by applying a scale factor of 1.00015421 to the state plane coordinates.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the minimum standard detail requirements for a TSPS Category 1A, Condition 2 survey. The fieldwork was completed on June 12, 2019.


Colin J. Henry
Registered Professional Land Surveyor
Texas Registration No. 5320





0.4056 ACRE TRACT
SITUATED IN THE JAMES LEDBETTER SURVEY, ABSTRACT NUMBER 545
CITY OF PLANO, COLLIN COUNTY, TEXAS

ARS
Engineers, Inc.

12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
(214) 739-3152 Fax (214) 739-3166

Engineering Firm #E 819

Surveying Firm #101319-00

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1122.85'	113.31'	113.26'	N 67°23'30" W	005°46'54"

JAMES LEDBETTER SURVEY
ABSTRACT NO. 545
CALLED 15.527 ACRES
CITY OF PLANO
VOL. 927, PG. 108
D.R.C.C.T.

LOS RIOS BOULEVARD
(VARIABLE WIDTH R.O.W.)

P.O.C.
N: 7,058,277.622
E: 2,534,485.744

TRACT A
CITY OF PLANO
INST. NO. 20141111001231920
O.P.R.C.C.T.



Colin J. Henry
6/21/19

COLIN J. HENRY, R.P.L.S.
TEXAS REGISTRATION NO. 5230

LOT 1, BLOCK A
544 PARTNERS ADDITION
CAB. M, PG. 294
O.P.R.C.C.T.

LEGEND

- PROPERTY LINE
- LOT LINE/ADJOINER TRACT
- P.O.B. = POINT OF BEGINNING
- = MONUMENT FOUND (AS NOTED)
- = MONUMENT SET
- SQ FT = SQUARE FEET
- CIRS = 5/8-INCH IRON ROD WITH "ARS ENGINEERS" YELLOW CAP SET

LINE	BEARING	DISTANCE
L1	N 64°46'01" W	73.30'
L2	N 64°30'03" W	145.24'
L3	S 83°40'33" E	31.58'

NOTE

- BEARING SYSTEM FOR THIS SURVEY BASED ON STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT REALIZATION 2011 EPOCH 2010). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.00015421 TO THE STATE PLANE COORDINATES.
- LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS SURVEY PLAT
- THIS SURVEY PLAT WAS CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT


Project No. 302-19-030

Filename Rowlett Creek-Boundary Exhibits - Tracts 1-4.dwg

Date Friday, June 21, 2019 Time 3:24 PM Plotted by Chris Gill

EXHIBIT B

Exceptions to Warranty of Title

 <p><i>First American Title</i></p> <p>SCHEDULE B</p>	<p>Commitment For Title Insurance T-7</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p>
---	---

G.F. No. or File No. **1002-276476-RTT**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Item 1 of Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the

Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
 - c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)
 - d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)
 - e. Easement granted by Paul G. Wyche to North Texas Municipal Water District, filed 03/15/1956, recorded in Volume 512, Page 489, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - f. Easement granted by A.M. Porter and wife, Mamie L. Porter to Texas Power & Light Company and General Telephone Company of the Southwest, filed 12/17/1948, recorded in Volume 397, Page 490, Real Property Records, Collin County, Texas, as supplemented in Volume 678, Page 669, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - g. Easement for access road to sewage plant, recorded in Volume 559, Page 1, Real Property Records, Collin County, Texas.(Affects Tract 1)
 - h. Easement granted by Paul Wyche to Dan B. Ferrell, filed 02/14/1966, recorded in Volume 668, Page 545, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - i. Easement granted by Paul Wyche to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 570, Page 362, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - j. Easement granted by A.M. Porter and Mamie Porter to Texas Power & Light Company, filed 12/31/1946, recorded in Volume 374, Page 472, Real Property Records, Collin County, Texas. (Affects Tract 1)
 - k. Street dedication by Dedication Deed Without Warranty filed 01/16/1996, recorded in cc# 96-0004008, Real Property Records, Collin County, Texas.(Affects Tract 1)

- l. Easement granted by W.H. Hunt to Texas Power & Light Company, filed 08/20/1960, recorded in Volume 392, Page 173, Real Property Records, Collin County, Texas. (Affects Tract 2)
- m. Easement granted by Thomas L. Brooks to Texas Power & Light Company, filed 12/28/1948, recorded in Volume 398, Page 133, Real Property Records, Collin County, Texas.(Affects Tract 2)
- n. Mineral lease together with all rights, privileges and immunities incident thereto, to Joe S. Cooper, from T.L. Brooks and wife, Apella Brooks, described in instrument filed 02/19/1952, recorded in Volume 446, Page 267, Real Property Records, Collin County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2)
- o. Easement granted by T.L. Brooks and Apella Brooks to North Texas Municipal Water District, filed 03/15/1956, recorded in Volume 512, Page 468, Real Property Records, Collin County, Texas. (Affects Tract 2)
- p. Easement granted by W.H. Hunt and Loyd B. Sands to the City of Plano, filed 11/16/1959, recorded in Volume 559, Page 1, Real Property Records, Collin County, Texas. (Affects Tract 2)
- q. Easement granted by W.H. Hunt and Loyd B. Sands to the City of Plano, filed 03/09/1961, recorded in Volume 578, Page 424, Real Property Records, Collin County, Texas. (Affects Tract 2)
- r. Easement granted by North Texas Municipal Water District to Texas Power & Light Company, filed 09/24/1987, recorded in Volume 2714, Page 193, Real Property Records, Collin County, Texas.
- s. Easement granted by the City of Plano to GTE Southwest Incorporated, filed 07/18/1994, recorded in cc# 94-0067083, Real Property Records, Collin County, Texas.
- t. Easement granted by the City of Plano to North Texas Municipal Water District, filed 04/17/2017, recorded in cc# 20170417000508550, Real Property Records, Collin County, Texas. (Affects Tract 2)
- u. Easement granted by City of Plano, a home rule municipal corporation to Oncor Electric Delivery Company LLC, a Delaware limited liability company, filed 09/10/2010, recorded in cc# 20100910000956110, Real Property Records, Collin County, Texas. (Affects Tracts 1 and 2)



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Shawn Breen

CAPTION

To approve an expenditure for a Professional Engineering Services Agreement for AWIA Risk and Resilience Assessment and Emergency Response Plan in the amount of \$215,600 from Freese and Nichols, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR:	2019-20, 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	215,600	215,600
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-215,600	-215,600
BALANCE		0	0	0	0

FUND(S): Water & Sewer Fund

COMMENTS: This item approves an agreement for professional engineering services between the City of Plano and Freese and Nichols in the amount of \$50,000 in FY 2019-20 and \$165,600 in FY 2020-21 for a total estimated expenditure of \$215,600.

SUMMARY OF ITEM

This Engineering Services Agreement is to allow Freese and Nichols, Inc. to assist the City of Plano in meeting the compliance requirements for the American Water Infrastructure Act of 2018 (Sec. 2013 Community Water System Risk and Resilience). After 9-11 the City of Plano was required by the Federal Government to perform a Water System Vulnerability Assessment. Freese & Nichols performed that assessment for the City. Now the Federal Government is requiring the City to perform Risk and Resilience Assessment and Emergency Response Plan. This is an update and expansion of the Water

System Vulnerability Assessment. The Public Works Department wants to use Freese & Nichols on this project based on their prior experience and that this contract is partially a continuation of the prior work. The American Water Infrastructure Act of 2018 requires the City of Plano to develop:

A. Drinking Water Risk and Resiliency Assessment: All hazards approach to identify hazards, relative probabilities of occurrence, identify assets at risk, and develop a management plan to mitigate risks.

B. Emergency Response Plan: Provides a guidance document to be used during emergencies that provides utility staff with well-defined response procedures intended to restore and maintain service delivery during times of crisis.

Contract fee for this service is \$215,600.00.

If this expenditure is not approved, neither the Drink Water Risk and Resiliency Assessment or the Emergency Response Plan will take place and the City will not be in compliance with the American Water Infrastructure Act of 2018 (Sec. 2013 Community Water System Risk and Resilience).

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Planning

Department Head: Christina Day

Agenda Coordinator: Kimberly Williams ext. 7204

CAPTION

To approve an expenditure for Ordinance Amendments in the amount of \$100,000 from Cooper Consulting Company, Inc. for the Planning Department; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

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

FUND(S): General Fund

COMMENTS: Funding for this item is available in the 2018-19 Non-Departmental Budget. Approval of this item will allow for professional services to update and prepare amendments to Plano's zoning ordinance, in the projected amount of \$100,000.

SUMMARY OF ITEM

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(4). (City of Plano Internal Contract No. 2019-660-X)

See Recommendation Memo.

Strategic Plan Goal:

Strong Local Economy, Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/28/2019	Memo

Date: August 23, 2019

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

From: Christina D. Day, Director of Planning

Subject: **Contract for Professional Services – Ordinance Amendments**

The City of Plano's Development Regulations contain a number of outdated provisions that require attention. The city's regulations have worked effectively for many years where undeveloped properties existed, and separations of residential and nonresidential uses were the dominant development form. However, as development preferences continue to progress, and vacant land becomes scarcer, land uses have become more intermingled with residential uses occurring on sites that were previously zoned or used for nonresidential development. The Zoning Ordinance contains references and standards which are structured for a land use system that does not clearly or adequately address protections in or between commercial and residential properties in development settings which are occurring in Plano today.

Secondly, the Zoning Ordinance contains performance standards to address issues such as smoke and particulate matter, odorous matter, and other concerns. In many instances, these standards have not been reviewed for compliance with current federal standards or scientific methods of analysis. Additionally, some of the regulations still reference Federal standards which are out-of-publication and therefore, for practical purposes, unenforceable.

Due to the sustained economic cycle, development staff has not had sufficient capacity to attend to the necessary updates. However, these changes are important, and staff is requesting to engage an experienced planner through a professional services contract who will assist the city in expediting the process of making these corrections, and adding needed and expected protections for both residential and commercial property owners within the city.

For this process, the Planning Department is recommending Cooper Consulting. This consultant has worked with Planning Department staff on a recent development project wherein the work product was extremely detailed and timely. Cooper Consulting is familiar with the city's development regulations, and has the necessary expertise in general planning principles to prepare the amendments. Under the guidance of Cooper Consulting, the anticipated changes can be accomplished accurately and expediently.

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

XC: Jack Carr, Deputy City Manager
Eric Hill, Planning Manager



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an expenditure for the 777 E. 15th Street Renovations in the amount of \$3,869,791 from Balfour Beatty Construction, LLC; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense, CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	11,669,724	1,566,000	13,235,724
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-3,869,791	-3,869,791
Balance	0	11,669,724	-2,303,791	9,365,933

FUND(S): TIF II Fund, Neighborhood Services Facility CIP

COMMENTS: Funding for this item is available from the TIF II Fund and 2019-20 Neighborhood Services Facility CIP. Construction services for the 777 E. 15th Street Renovations project, in the amount of \$3,869,791, will use the entire amount available from the Neighborhood Services Facility CIP and leave an available balance of \$9,365,933 in the TIF II Fund.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:

Built Environment, Social Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/27/2019	Memo

Date: September 9, 2019

To: Mark D. Israelson, City Manager

Via: B. Caleb Thornhill, Director of Engineering 

From: Jim Razinha, Facilities Division Manager 

Subject: Guaranteed Maximum Price Acceptance Recommendation
777 E. 15th Street Renovations (Project No. 7078)

Through a two-step process, RFQ 2019-0253-X, City staff selected Balfour Beatty Construction, LLC (Balfour Beatty), as Construction Manager at Risk (CMAR) for the subject project.

During the pre-construction design period, Balfour Beatty, working with the Consultant/Architect (SmithGroup) and City staff, developed a Guaranteed Maximum Price (GMP) for management and construction of the 777 E. 15th Street Renovations, providing extensive constructability feedback and several construction cost estimates as construction advisor to the design team.

The project consists of completely demolishing the interior of the existing building and renovating it for the Neighborhood Services Department; providing staff office spaces, public meeting space, private consultation spaces; also addressing site Americans with Disabilities Act deficiencies and site lighting, access, and current code and ordinance requirements. This project addresses limitations of the current Joint Use Facility Neighborhood Services offices and will free up space for Davis Library to expand into.

Staff and the design consultant have reviewed and recommend acceptance and approval of the GMP of \$3,869,791 for the subject work.

The City intends to enter into a construction contract with Balfour Beatty Construction, LLC, for the construction of the 777 E. 15th Street Renovations.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Linda Sweeney

CAPTION

To approve an expenditure for the High Point Tennis Center Renovations in the amount of \$5,627,553 from Pogue Construction Co., LP; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19 & 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	125,126	874,874	5,285,000	6,285,000
Encumbered/Expended Amount	-125,126	-312,920	0	-438,046
This Item	0	0	-5,627,553	-5,627,553
Balance	0	561,954	-342,553	219,401

FUND(S): Recreation Facilities CIP, Capital Maintenance Fund & Street Improvement CIP

COMMENTS: Funding for this item is available in the 2018-19 and 2019-20 Recreation Facilities CIP, the 2019-20 Capital Maintenance Fund Budget and 2019-20 Street Improvement CIP. Construction services for the High Point Tennis Center Renovations project including a deceleration lane, in the amount of \$5,627,553, will leave a balance of \$219,401 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

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

Plano Tomorrow Plan Pillar:


Social Environment


ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/27/2019	Memo

Date: September 9, 2019

To: Mark D. Israelson, City Manager

Via: B. Caleb Thornhill, Director of Engineering 

From: Jim Razinha, Facilities Division Manager 

Subject: Guaranteed Maximum Price Acceptance Recommendation
High Point Tennis Center Renovations (Project No. 6883)

Through a two-step process with RFQ 2017-0515-X, City staff selected Pogue Construction Co., LP (Pogue), as Construction Manager at Risk (CMAR) for the subject project.

During the pre-construction period, Pogue, working with the Consultant/Architect (JBI Partners) and City staff, developed a Guaranteed Maximum Price (GMP) for management and construction of the High Point Tennis Center Renovations, providing extensive constructability feedback and several construction cost estimates as part of the design team.

The project will consist of resurfacing most of the existing courts, rebuilding three, and constructing an approximate 6,000 SF new club house/retail space. The project will also address traffic, parking, accessibility, and camera requirements. The 41 year old facility has passed its expected life and outgrown the needs of the Center, and this project fulfills the citizen approved 2017 Bond Referendum.

Staff and the design consultant have reviewed and recommend acceptance and approval of the GMP of \$5,627,553 for the subject work. Furniture and fixtures will be funded separately.

The City intends to enter into a construction contract with Pogue Construction Co., LP, for the construction of the High Point Tennis Center Renovations.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Sharron Mason (Ext. 7247)

CAPTION

To approve an Interlocal Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments (NCTCOG) in the amount of \$54,189 for the acquisition of 2019 digital orthophotography and/or data for Technology Services; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2019-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	99,745	0	99,745
Encumbered/Expended Amount	0	0	0	0
This Item	0	-54,189	0	-54,189
Balance	0	45,556	0	45,556

FUND(S): General Fund

COMMENTS: Funding for this item is available in the 2018-19 General Fund. This request is to purchase data products through an Interlocal Agreement between the NCTCOG and the City of Plano, in the amount of \$54,189, which will leave a remaining balance of \$45,556 for other data product expenditures in the 2018-19 General 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 791 of the Texas Government Code and by doing

so satisfies any State Law requiring local governments to seek competitive bids for items.

See attached Interlocal Agreement.

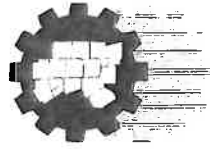
Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
NCTCOG Interlocal Agreement	9/4/2019	Agreement



North Central Texas Council of Governments

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF PLANO**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the City of Plano (Entity), wishes to have its map-based information system include the 2019 digital orthophotography and/or LiDAR and/or derivative data and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified in section II. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

- (1) **Operating Equipment.** In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.
- (2) **Authorized Users.** Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

- (1) **Use of NCTCOG Products.** The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.
- (2) **Use of Generated Output or Other Data.** Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG.

Remote Sensing Product				Amount
3" Orthophotography				21,908.16
6" Orthophotography				0.00
6" Oblique Photography				0.00
LiDAR	0.5M		Single Photon	0.00
Total				21,908.16

Aerial & LiDAR Derivative Product				Amount
1' Contours (no breaklines)				0.00
2' Contours (no breaklines)				0.00
2' Contours (hydrology breaklines)				0.00
1' Contours (hydrology & transportation breaklines)				0.00
2' Contours (hydrology & transportation breaklines)				0.00
3D Planimetrics				0.00
Change Detection Mapping				0.00
Impervious Surface				0.00
Landcover/Landuse				0.00
Solar Mapping Potential				0.00
Total				\$0.00

Aerial Derivative Product - 2D Planimetrics				Amount
Discounted Bundle A – Building footprints, road edges, parking lots, bridges & sidewalk centerlines				0.00
Discounted Bundle B – Building footprints, road edges, parking lots, bridges & sidewalk edges				20,790.00
Building footprints				0.00
Bridges				0.00
Driveways				6,048.00
Fences				0.00
Lake edges				0.00
Parking lots				0.00
Pavement pads				3,024.00
Paved road centerlines				0.00
Paved road edges				0.00
Stream centerline				0.00
Stream edges				0.00

Swimming pools	2,419.20
Sidewalk centerlines	0.00
Sidewalk edges	0.00
Tree canopy	0.00
Unpaved road edges	0.00
Total	\$32,281.20

SDCP 2019 Project Total	\$54,189.36
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You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number 9999 (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date

☐ Fiscal Year or ☒ After Delivery

Payment Years

FY 2019

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

III. TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days' written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of \$95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more 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 of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



07/17/2018

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Date

CITY OF PLANO

Signature

Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

APPROVED AS TO FORM:

7/17/2018

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Brian Lister	
Title:	GIS Project Coordinator		Senior Research Data Analyst	
Department	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9153	(817) 640-4428
E-mail:	sbroyles@nctcog.org		blister@nctcog.org	



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Eva X-7232

CAPTION

To approve an Interlocal Agreement by and between the City of Plano and Dallas Area Rapid Transit (DART) for the implementation of a Transit Signal Priority (TSP) Pilot Program on certain bus routes in the City; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

DART and DART participating cities wish to cooperatively improve bus travel speeds, ridership and performance within the City. To improve bus travel speed, ridership and performance, DART will implement a Transit Signal Priority ("TSP") Pilot Program on certain bus routes in the City. TSP reduces or eliminates unnecessary stops at signalized intersections for certain vehicles and provides priority signal changes for emergency vehicles. Implementation of the DART TSP Pilot Program will require the installation of certain equipment and software by DART on vehicles and DART property which will transmit

signals to 20 selected City intersections along Spring Creek Parkway.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Strong Local Economy, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Agreement	8/27/2019	Agreement

INTER LOCAL AGREEMENT FOR PILOT TRANSIT SIGNAL PRIORITY SYSTEMS
between
DALLAS AREA RAPID TRANSIT
and
CITY OF PLANO

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and the CITY OF PLANO (the "City"), a Texas home rule municipality (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, DART and DART participating cities wish to cooperatively improve bus travel speeds, ridership and performance within the City; and

WHEREAS, to improve bus speed, ridership and performance, DART will implement a pilot Transit Signal Priority ("TSP") Pilot Program on certain bus routes in the City. TSP reduces or eliminates unnecessary stops at signalized intersections for certain vehicles and provides priority signal changes for emergency vehicles; and

WHEREAS, implementation of the DART TSP Pilot Program will require the installation of certain equipment and software by DART on vehicles and DART property which will transmit signals to selected City Intersections (defined below) as set forth in Exhibit 1 attached hereto and incorporated herein for all purposes; and

WHEREAS, the Parties are each a "local government" as defined in the Interlocal Cooperation Act, as amended (Chapter 791, Texas Government Code, as amended, or "the Act") whose governmental functions include the authority to provide for public transportation within their respective jurisdiction; and

WHEREAS, the Parties desire to enter this Agreement pursuant to the Act and set forth the terms and conditions pursuant to which the TSP Pilot Program will be performed.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants contained herein to be performed by the Parties, the receipt and sufficiency of which are hereby acknowledged, DART and the City agree as follows:

AGREEMENT

1. **Definitions.** For purposes of this Agreement, the following words and phrases shall have the following meanings:

"City Intersections" means certain City's signalized street intersections identified in Exhibit 1.

“City’s Representative” means City’s selected employee or contractor designated by City to serve as the primary contact for this Agreement, which shall be Brian Shewski, Transportation Engineering Manager, unless the City notifies DART otherwise in writing.

“Commencement Date” means the date TSP equipment and software installed by DART and City’s equipment for the TSP Pilot Program is properly functioning and DART commences using the TSP on City Intersections.

“Effective Date” means the date this Agreement has been signed by authorized representatives of both Parties.

2. Term. Subject to earlier termination as provided in this Agreement, the term of this Agreement shall commence on the Effective Date and end on the last day of the calendar month in which the fifth (5th) anniversary of the Commencement Date occurs.
3. Transit Signal Priority.
 - A. DART shall be authorized to implement TSP on Route 211 which travels across City Intersections. The installation, programming and maintenance schedules for the TSP equipment and software will be determined by DART in reasonable cooperation with City. The Parties agree that additional City Intersections may be added to or deleted from Exhibit 1 upon written agreement of the City’s Representative and DART’s Vice-President specifying the impacted intersection, without any action of either Party’s governing board. Any written agreement to add or delete City Intersections shall refer to this Agreement and be deemed to amend this Agreement.
 - B. During the first 180 days of the TSP Pilot Program DART will receive analytic information from TSP software and DART shall, at DART option, provide either direct access to the analytic information or at least monthly provide such analytic information in a written report to the City. After the initial 180 days of the TSP Pilot Program, the Parties shall meet cooperatively to consider DART-requested adjustments (if any) to City Intersection signals and other City signals based on the analytics obtained. While City is not bound to provide such adjustments, City agrees to reasonably consider implementation of requested adjustments based on the analytic information in order to improve public transit ridership and performance balanced with other safety and traffic concerns.
4. Installation Cost. The installation, integration, maintenance, repair, replacement, programming and removal of all software necessary for the TSP Pilot Project shall be at the sole cost of DART. City has installed all equipment and hardware necessary for City interface with the TSP Pilot Program and will maintain and repair such City equipment and hardware as necessary for continuous operation of the TSP Pilot Program.
5. Opticom Installation. To implement the TSP Pilot Program, the Parties acknowledge the City Intersections will require traffic signal programming by City with assistance by DART or a DART contractor.

5.01. DART will provide for the installation of all software and hardware on DART electronic facilities on DART property necessary to implement the Pilot Program at City Intersections.

5.02. Subject to the provisions of this Agreement, City hereby grants DART and DART's contractor a right of entry on, to, above, and below, as needed, to the City Intersections and adjacent City-controlled property for the purposes of the TSP Pilot Program programming, testing, signal transmission and subsequent maintenance and repair work. City shall provide its Project Representative or designee to be present during all noticed testing, programming and maintenance activities conducted by DART. At City's written request, City may perform the programming, testing and subsequent maintenance and repair work on City TSP facilities, but only with a DART representative in attendance during the work.

5.03. Integration and startup of the TSP Pilot Program at the City Intersections shall be tested by DART with City's Representative present during the testing. DART shall determine in its sole discretion when the TSP equipment and software is operating properly and when repair and/or maintenance is necessary. At City's written request, City may perform the testing, but only with a DART representative in attendance during the testing and DART shall determine in its sole discretion when the TSP equipment and software is operating properly and when repair and/or maintenance is necessary.

5.04. DART, at DART's cost, shall be responsible for repairing at any damages to City's traffic control equipment resulting from the installation of the TSP and caused by DART, its employees or contractors. Such repairs shall be made promptly upon written request of City and shall meet City's reasonable standards for acceptance of the repairs.

5.05. City shall not make any changes to City equipment at City Intersections that could or would affect TSP without first providing written notice to DART at least three days in advance of making any such change. City shall coordinate with DART so as to allow DART reasonable advance time to implement any changes necessary in the TSP equipment and software to accommodate City's proposed changes to City equipment.

5.06. Except in situations involving immediate public safety concerns, City shall not make any changes to City equipment at City Intersections that could or would affect TSP without first providing written notice to DART at least three days in advance of making any such change. If changes are required due to immediate public safety concerns, City shall make only such changes necessary in the circumstances and promptly (within twelve hours) notify DART of the changes. City shall coordinate with DART so as to allow DART reasonable advance time to implement any changes necessary in the TSP equipment and software necessary to accommodate City's proposed change to their equipment.

6. Ownership of TSP Software. DART shall own all TSP software affecting City Intersections pursuant to this Agreement.

7. Licenses for TSP Software. DART shall be responsible for entering into such software license and maintenance agreements as necessary to obtain the right to install and use all software necessary for the TSP Pilot Program during the term of this Agreement.
8. Communication and Coordination. Each Party shall identify a representative to coordinate all communication with the other Party regarding this Agreement.
9. Compliance with Regulations. During the performance of this Agreement, each Party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal laws, ordinances and regulations.
10. Liability. To the extent permitted by law, DART and City agree that each Party is responsible for its individual negligent acts and deeds as well as the negligent acts and deeds of their respective contractors, employees, representatives and agents. Nothing in this Agreement shall be interpreted as a waiver of governmental immunity on behalf of any Party, and each Party reserves for itself such immunities to which it is entitled. The provisions of this Section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section shall survive termination of this Agreement. There shall be no third-party beneficiaries to this Agreement.
11. DART Contractor Insurance. DART shall require its contractor, at no cost to City, to obtain and maintain during the term of this Agreement, Commercial General Liability Insurance with a per occurrence limit of liability of no less than \$1,000,000 naming DART and City as additional insureds for ongoing and completed operations without any qualifications or restrictions. DART and City must be given not less than 30 days prior written notice of any proposed cancellation or modification to the levels of insurance coverage. The policy shall be endorsed waiving the issuing insurance company's rights of recovery against DART or the City, whether by way of subrogation or otherwise.
12. Notices. Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

DART Dallas Area Rapid Transit
 1401 Pacific Avenue
 Dallas, Texas 75202
 Attention: VP, Service Planning

City of Plano: City of Plano
 1520 K Avenue
 Plano, Texas 75074
 Attention: Brian Shewski, Transportation Manager

With copy to: City of Plano
1520 K Avenue
Plano, Texas 75074
Attention: Mark D. Israelson, City Manager

The above Notice information may be modified by giving written notice of such change to the other Party in accordance with the notice requirements above without requiring an amendment to this Agreement.

13. Entire Agreement. This Agreement embodies the entire agreement of the Parties relating to its specific subject matter herein and supersedes all prior understandings and agreements regarding such subject matter. Other than specifically set forth herein, this Agreement may be modified or amended only in writing, signed by all Parties. Because of the unique nature of the TSP Pilot Program, no any other previously executed agreements between or among the Parties are applicable to the subject matter of this Agreement.
14. Force Majeure. DART will at all times use reasonable commercial efforts to provide or cause to be provided TSP to the extent required by this Agreement, but DART does not warrant or guarantee uninterrupted TSP service, operations or analytics and shall not be liable for any special, direct or consequential damages relating to or arising from an interruption in TSP operations. The obligations of DART to perform under this Agreement shall be suspended to the extent that it is unable to perform as a result of causes beyond DART's control, including, but not limited to, unforeseeable equipment breakdown or accidents, acts of nature and governmental action. In such event, DART shall use reasonable efforts, in its discretion, to eliminate the cause as quickly as possible.
15. Subcontracting. DART or City may use a contractor or agent to perform any of the duties and responsibilities contemplated by this Agreement.
16. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Nor shall either Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions. There shall be no third-party beneficiaries of this Agreement.
17. Assignment. No Party may assign this Agreement in whole or in part, without first obtaining the written consent of the other Parties, which may be withheld for any reason.
18. No Waiver. No Party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

19. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
20. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws and court decisions of the State of Texas.
22. Venue. This Agreement shall be enforceable in Collin County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a state court of competent jurisdiction in Collin County, Texas.
23. Severability and Legal Construction. In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.
24. Nondiscrimination. In its performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, or veteran status.
25. No Kickbacks. Each Party warrants that, to the best of their knowledge and belief, no trustee, officer, employee, or agent of the other Party has been or will be employed, retained or paid a fee, or otherwise has received any personal compensation or consideration in connection with the obtaining, arranging, negotiation or performance of this Agreement.
26. Early Termination. The Parties may terminate this Agreement prior to the end of the term set forth in Section 2 as follows:
 - 26.01. By written agreement of the Parties on a date specified in such agreement; or
 - 26.02 Upon the date set forth in a notice from DART to City, which date is not less than thirty (30) days after the date DART delivers such termination notice to City; or
 - 26.03 Upon the date set forth in a notice from City to DART, which date is not less than thirty (30) days after the date City delivers such termination notice to DART.

(signatures on following page)

SIGNED AND AGREED this ____ day of _____, 2019.

CITY OF PLANO

By: _____
Mark D. Israelson, City Manager

Date: _____

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

SIGNED AND AGREED this ____ day of _____, 2019, pursuant to DART Board
Resolution No. _____ approved on _____.

DALLAS AREA RAPID TRANSIT

By: _____
Gary C. Thomas
President/Executive Director

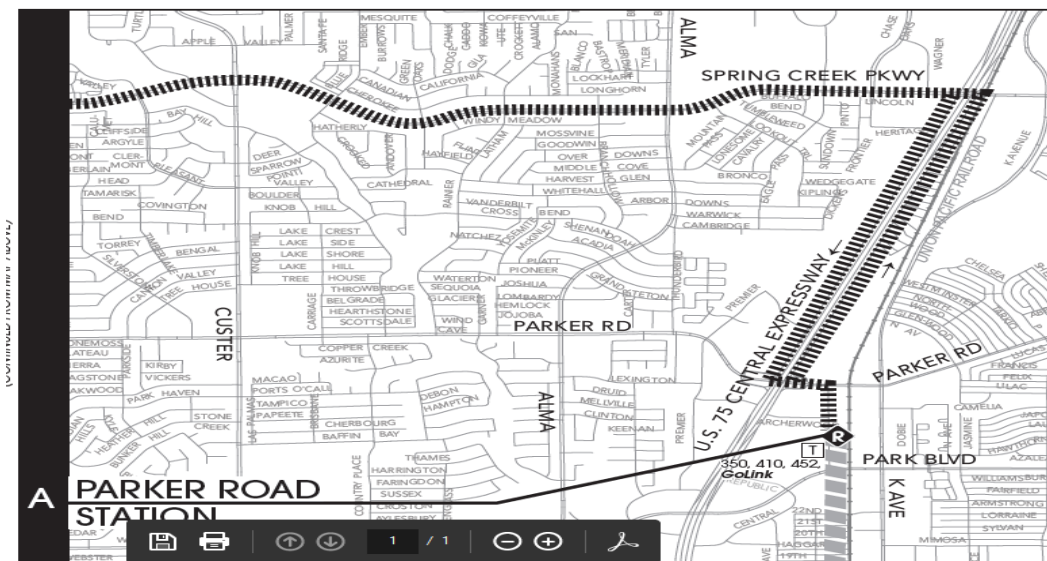
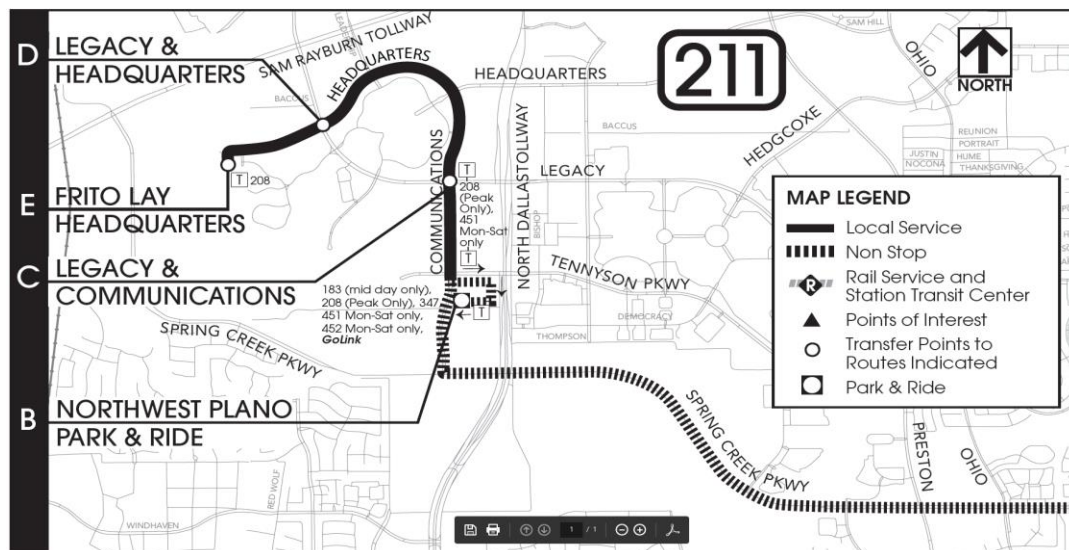
Date: _____

Exhibit 1 City Intersections

Route 211 Operating Summary

- Operates weekdays every 15 minutes-between 6 AM and 9:40 AM and from 3 PM and 7:48 PM
- Provides AM and PM rush hour service between Legacy and Parker Road Station
- Average weekday ridership is between 180-200 riders
- 20 signalized intersection on Spring Creek Parkway will be utilized for the pilot

Route 211 (Map 1)



Intersection	Jurisdiction	Approach E to W	Approach W to E
Spring Creek Parkway @ Central Expressway	Plano		
Spring Creek Parkway @ Premier Dr	Plano		N/A
Spring Creek Parkway @ Chase Oaks Blvd	Plano	N/A	
Spring Creek Parkway @ Alma Dr	Plano		
Spring Creek Parkway @ Rainier Rd	Plano		
Spring Creek Parkway @ Blue Ridge Trail	Plano		
Spring Creek Parkway @ Custer Rd	Plano		
Spring Creek Parkway @ Roundrock Trai	Plano		
Spring Creek Parkway @ Independence Pkwy	Plano		
Spring Creek Parkway @ Mission Ridge Rd	Plano		
Spring Creek Parkway @ Coit Rd.	Plano		
Spring Creek Parkway @ Preston Meadow Dr	Plano		
Spring Creek Parkway @ Ohio Dr	Plano		
Spring Creek Parkway @ Preston Rd	Plano		
Spring Creek Parkway @ Windcrest	Plano	N/A	
Spring Creek Parkway @ Windhaven Pkwy	Plano		N/A
Spring Creek Parkway @ Parkwood Blvd	Plano		
Spring Creek Parkway @ Dallas Pky.	Plano		
Spring Creek Parkway @ Communications Pkwy	Plano	N/A	
Communications Pkwy @Spring Creek Pkwy	Plano		N/A



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

To approve the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date.

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	70,000	0
Balance	0	0	70,000	0

FUND(S): General Fund

COMMENTS: This request is to approve the continued receipt of bingo prize funds collected after January 1, 2020. The amount of revenue received annually will fluctuate and is based on two percent (2%) of the gross receipts tax collected by the bingo organizations within the City of Plano.

SUMMARY OF ITEM

In 1983 voter's legalized bingo and a collection of fees in the city of Plano. The 86th Texas Legislature enacted HB 914 requiring affirmation of the City Council to continue collecting the fee. The annual collection for FY17/18 was \$67,392.11.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Texas Lottery Commission Letter	8/22/2019	Letter
Bingo Fee Resolution	9/4/2019	Resolution



Texas Lottery Commission



Commissioners:

J. Winston Krause, Chairman
Mark A. Franz • Robert Rivera

Michael P. Farrell
Director

July 18, 2019

Department of Finance
City of Plano
1520 K Avenue
Plano, TX 75074-6232

Dear Finance Director:

The Texas Lottery Commission (TLC), Charitable Bingo Operations Division, is providing this notification because your county and/or municipality currently receives a share of the prize fees collected on charitable bingo activity that occurs in its jurisdiction.

Pursuant to House Bill (HB) 914, enacted by the 86th Texas Legislature, in order to continue to receive a share of bingo prize fees after Jan. 1, 2020, your county and/or municipal governing board must affirmatively vote to do so and submit proof of that vote to the TLC by Nov. 1, 2019. If no eligible local governments vote to continue receiving their share of the prize fee, the bingo organizations will keep that share for themselves to fund their charitable purposes.¹

Currently, non-profit charitable organizations conducting bingo collect a 5% fee on prizes awarded. These funds are submitted each quarter to the TLC, which in turn remits a *pro rata* share of the funds to local governments at the end of each fiscal year. Your county and/or municipality receives a share of the bingo prize fees because it elected to do so prior to Sept. 1, 1993.

Effective Jan. 1, 2020, H.B. 914 includes another change regarding the collection and remittance of prize fees. Local governments will no longer receive their bingo prize fee payments from the TLC at the end of the fiscal year; instead, the licensed organizations conducting bingo in the local jurisdiction will be responsible for sending eligible local governments 50% of the prize fees they collect on a quarterly basis.

The most immediate matter for your attention is that your local government will only continue to receive a share of the bingo prize fees collected after Jan. 1, 2020 if it meets the requirements set forth in HB 914 that require your governing body to:

- (1) approve the continued receipt of the share of bingo prize fee funds by a majority vote; and**
- (2) notify the TLC of that decision no later than Nov. 1, 2019; and**
- (3) notify each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee.**

¹ For the full text of H.B. 914, see <https://legiscan.com/TX/text/HB914/id/2027641>

This notification is being provided to inform you of the new statutory requirements. We will provide a further communication in the coming months that will include more information and a prescribed form that will need to be submitted to the agency's Charitable Bingo Operations Division to verify that a vote took place.

Please let us know as soon as possible if there is a specific contact person or office to direct our future correspondence, and that will serve as your county and/or municipality's official address of record for notification purposes. Without a dedicated address for this purpose, it is possible that future communications may be misdirected. This could result in your county and/or municipality *permanently* losing its share of bingo prize fees.

If you have any questions, email us at bingo.services@lottery.state.tx.us or call 800-246-4677.

Sincerely,

A handwritten signature in blue ink, reading "Michael P. Farrell". The signature is fluid and cursive, with the first name "Michael" and last name "Farrell" clearly distinguishable.

Michael P. Farrell
Director
Charitable Bingo Operations Division

A Resolution of the City of Plano, Texas approving the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date.

WHEREAS, on January 15, 1983, a majority of voters voting on the question of legalized bingo in the City of Plano, voted in favor of legalizing bingo throughout the City; and

WHEREAS, on February 7, 1983, the Plano City Council passed Ordinance No. 83-2-7, authorizing a two percent (2%) gross receipts tax on all bingo games within the City; and

WHEREAS, pursuant to House Bill 914 (HB 914), enacted by the 86th Texas Legislature, in order for the City of Plano to continue to receive a share of bingo prize fees after January 1, 2020, the City Council must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission before November 1, 2019; and

WHEREAS, at least one licensed authorized bingo organization operates within the City of Plano; and

WHEREAS, the City Council finds it is the best interest of the City to continue receiving bingo prize fees as authorized by law.

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

Section I. The City Council hereby approves the resolution to continue receiving bingo fees, and to authorize the Finance Director to:

- (1) Notify the Texas Lottery Commission of this action before November 1, 2019; and
- (2) Notify each licensed bingo organization within the City of the continued imposition of the fee.

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

DULY PASSED AND APPROVED the 9th day of September, 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: 9/9/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext. 2538

CAPTION

To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

FINANCIAL SUMMARY

Operating Expense

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	184,601	184,601
Balance	0	0	184,601	184,601

FUND(S): General Funds (Revenue) & Traffic Safety Fund (Expenditures)

COMMENTS: The grant contract, if approved, provides a 78.5% STEP Grant reimbursement, in the estimated annual amount of \$144,919 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2019-20. The required City "match" of 2019-20 expenditures, at 21.5%, totals approximately \$39,682 and is available within the Traffic Safety Fund.

SUMMARY OF ITEM

Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed seventy-eight point five percent (78.5%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2019 and ending on September 30, 2020.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
STEP Grant 2019 Memo	8/29/2019	Memo
2019 Step Grant Resolution	8/23/2019	Resolution
STEP Grant Agreement - Exhibit A	8/23/2019	Exhibit

Date: August 22, 2019
To: Mark D. Israelson, City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Matching Funds for FY 2019/20 TxDOT Traffic Safety Grant

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 19/20 grant of \$184,601 for traffic enforcement, \$39,682 of which will be the required City match (\$144,919 in federal funds and \$39,682 in local funds). This grant is a 78.5/21.5 matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$39,682 be funded from the Traffic Safety Fund.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the City.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

GWR/ph

A Resolution of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Traffic Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the 9th day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: City of Plano Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP Comprehensive

ID: 2020-PlanoPD-S-1YG-00021

Period: 10/01/2019 to 09/30/2020

GENERAL INFORMATION

Project Title:STEP Comprehensive

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate between date of execution and midnight, September 30, 2020. However, subgrantee must document performing some enforcement activities during each of the following six holiday mobilization periods

1. Christmas/New Year's (December 13, 2019 to January 01,2020)
3. Spring Break (March 06 - 22, 2020)
4. Memorial Day (May 18 - 31, 2020)
5. Independence Day (June 25 - July 12, 2020)
6. Labor Day (August 14 - September 01, 2020)

XAgency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

City of Plano Police Department
STEP Comprehensive 2020

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Data Universal Numbering System: The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) requires grantees and sub-grantees to have a DUNS number. Most agencies and organizations have DUNS numbers established, please check with your accounting staff. To obtain a DUNS number, applicants should go to the Dun and Bradstreet website at: <http://fedgov.dnb.com/webform>

Data Universal Numbering System (D-U-N-S)

784723231

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2020

Begin Date : 10/1/2019 End Date : 9/30/2020

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

https://www.dot.state.tx.us/apps/egrants/_Upload/848101-STEPPolicyandProcedurePerformance.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Bruce Glasscock
Title	:City Manager
Address	:1520 Ave K
City	:Plano
State	:Texas
Zip Code	:75074
Phone Number	:972-941-7749
Fax Number	:
E-mail address	:bruceg@plano.gov

COUNTY SERVED

Collin County - Dallas District
Denton County - Dallas District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 3
Congressional District 24

Texas Senate* Texas Senate District 8
Texas Senate District 12

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 65
Texas House of Representatives District 66
Texas House of Representatives District 67
Texas House of Representatives District 89
Texas House of Representatives District 106

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 1/1/2017 To 12/31/2017**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	49	0	19
Speed	23117	7452	11
Safety Belt	136	54	13
Child Safety Seat	91	4	
Intersection Traffic Control (ITC)	4268	1131	57
Distracted Driving Citations	65	10	0
Other Elements	28860	24656	0

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	18	
Reduce the number of Speed-related crashes to	9	
Reduce the number of Safety Belt-related crashes to	12	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	55	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	2154	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

OPERATIONAL PLAN

Zone Name : Deleted Zone 5

Zone Location : Zone 5 is deleted. A global error is received unless this is completed. I have been unable to locate a method for deleting this.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861419_1-Zone5Defined.pdf

OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : SH 190 as the south boundary. Alma Road as the west boundary. West Parker Road as the north boundary. Ave K as the east boundary

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/848109-Zone1Combined.pdf

OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : South boundary is West Parker Road. West boundary is Alma Road. North boundary is the north city limits. East boundary is Jupiter Road.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861414-Zone2Combined.pdf

OPERATIONAL PLAN

Zone Name : Zone 3

Zone Location : South boundary is Razor Blvd. West boundary is Ohio Drive. North boundary is Sam Rayburn Tollway. East boundary is Custer Road.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861417-Zone3Combined.pdf

OPERATIONAL PLAN

Zone Name : Zone 4

Zone Location : South boundary is Tennyson Parkway. West boundary is Corporate Drive until it reaches Legacy Drive and continues to the west. North boundary is Sam Rayburn Tollway. East boundary is Ohio Drive.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/861418-Zone4Combined.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 6

Zone South boundary is West Plano Parkway. West boundary is Parkwood Blvd. North

Location : boundary is West Park Blvd. East boundary is Independence Parkway.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861420-Zone6Combined.pdf

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 2154								
X Overtime Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	1873	11	\$67.053	\$125,590.27	\$737.58	\$126,327.85	19.16%	\$24,204.42
Sergeants:	175	70	\$77.150	\$13,501.25	\$5,400.50	\$18,901.75	19.16%	\$3,621.58
Lieutenants/Other:	10.5	14.5	\$87.030	\$913.82	\$1,261.94	\$2,175.75	19.16%	\$416.87
B. PI&E Activities								
PI&E Activities:	20	20	\$72.100	\$1,442.00	\$1,442.00	\$2,884.00	19.16%	\$552.57
C. Administrative Duties								
STEP Activity- Data Entry, Oversight and Accounting	45	15	\$77.150	\$3,471.75	\$1,157.25	\$4,629.00	19.16%	\$886.92
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$144,919.08	\$9,999.27	\$154,918.35		\$29,682.36
Category	TxDOT	%	Match		%	Total		
Salaries:	\$144,919.08	93.55%	\$9,999.27		6.45%	\$154,918.35		
Fringe Benefits:	\$0	0.00%	\$29,682.36		100.00%	\$29,682.36		
Breakdown of Fringe Percentages:								
TMRS 17.71%								
Medicare 1.45%								
Total Fringe 19.16%								
2020 Indirect cost 27.42%								
Details of regular time, if included in any of the above hours :								

STEP ENFORCEMENT MILEAGE

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	\$0	6	\$0	\$0		\$0
Vehicle 2	\$0	6	\$0	\$0		\$0
Vehicle 3	\$0	6	\$0	\$0		\$0
Vehicle 4	\$0	6	\$0	\$0		\$0
Vehicle 5	\$0	6	\$0	\$0		\$0

Average Operational Cost of the Vehicle Per Mile : \$0

Number of Miles Proposed :

TOTAL : \$0

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

INDIRECT COST

Description

File Upload

Proposed Percentage %

Apply the Indirect Cost

Rate to:

(100) Salaries - \$154,918.35

(200) Fringe Benefits - \$29,682.36

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP

Enforcement Mileage - \$0

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected Amount \$0

Exemption Amount

Exemption Reason

Eligible Amount \$0

Total Cost \$0

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$144,919.08	\$9,999.27	\$154,918.35
(200)	Fringe Benefits:	\$0	\$29,682.36	\$29,682.36
	Sub-Total:	\$144,919.08	\$39,681.63	\$184,600.71
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$144,919.08	\$39,681.63	\$184,600.71
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$144,919.08	\$39,681.63	\$184,600.71
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$144,919.08	\$39,681.63	\$184,600.71
	Fund Sources (Percent Share):	78.50%	21.50%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, ext 2538

CAPTION

To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.

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	69,012	69,012
Balance	0	0	69,012	69,012

FUND(S): General Funds

COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$69,012 for 50% of the funding for one (1) Police Officer assigned to the School Resource Program from October 1, 2019 through September 30, 2020.

SUMMARY OF ITEM

This Agreement is for the period of October 1, 2019 through September 30, 2020. It is an ongoing agreement in which for the fiscal year 2019-2020, FISD is contributing 50% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
FISD 2019 Memo	8/29/2019	Memo
FISD Resolution	8/23/2019	Resolution
FISD ILA - Exhibit A	8/23/2019	Exhibit
FISD MOU - Administrative Guidelines	8/23/2019	Attachment
FISD MOU - Operational Guidelines	8/23/2019	Attachment
FISD MOU - Campus Crime Stoppers Program	8/23/2019	Attachment

Date: August 22, 2019

To: Mark D. Israelson, City Manager

From: Gregory W. Rushin, Interim Deputy City Manager/Chief of Police *GR*

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

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

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

The cost for this one (1) officer will be shared equally between the City of Plano and Frisco Independent School District.

I recommend the contract with Frisco Independent School District be renewed for the 2019-2020 school year.

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

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 9th day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2019 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2019-2020 fiscal year, to be assigned to duties described in the 2019-2020 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2019 and ending the 30th day of September 2020.

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

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$5,751.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

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

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

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2019-2020 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

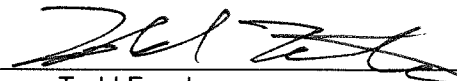
City of Plano

Paige Mims, City Attorney

By: _____
Mark D. Israelson, City Manager

Approved as to Form:

Frisco Independent School District

By:  _____
Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

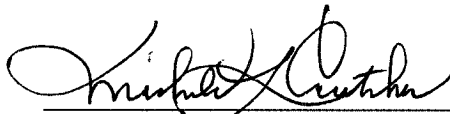
This instrument was acknowledged before me on the _____ day of _____, 2019 by **Mark D. Israelson, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

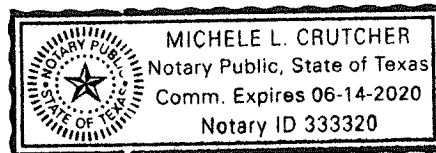
ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 21ST day of AUGUST, 2019 by **Todd Fouche, Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Notary Public in and for the State of Texas



Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Frisco Independent School District School Year 2019-2020

The following administrative guidelines are adopted for the School Resource Officer program during school year 2019-2020:

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

8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO Supervisor. The Supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. School Resource Officers (SROs) shall have the following law enforcement duties:
 - a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
 - b. Protecting the property of the school district.
 - c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
 - d. Performing any duty required by law of peace officers.
 - e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

11. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by Departmental policies and procedures as well as federal, state, and local laws.
12. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO Supervisor or other Department Supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
13. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
14. Once per semester, the SROs, SRO Supervisor, and Fisd security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
15. A copy of the monthly SRO activity report will be forwarded to Fisd security each month that regular or summer school is in session.

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

The officer's actions and options are governed by the laws of the State of Texas and Plano Police Department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date



8/21/19

Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date

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

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

REVISION DATE: January 21, 2014

I. PURPOSE

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

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

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

b. Prevention

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

c. Rapport

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

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

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

EFFECTIVE DATE: December 15, 1991
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REVISION DATE: January 21, 2014

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

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

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

REVISION DATE: January 21, 2014

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

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

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

REVISION DATE: January 21, 2014

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

E. SRO Transfers

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

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

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

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2019-2020

The following operational guidelines are adopted for school/police operations during school year 2019-2020. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer, as applicable, responding to an incident at a Fisd campus.

School Resource Officers (SROs) shall have the following law enforcement duties:

- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
- b. Protecting the property of the school district.
- c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
- d. Performing any duty required by law of peace officers.
- e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Incident – Trespasser on school property.

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

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

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

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

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

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

9. Incident – Indecent exposure or other sexual offenses.

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

10. Incident – Bomb threats.

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

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

11. Incident – Drug Interdiction Program.

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

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

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

Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

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

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

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

Gregory W. Rushin
Chief, Plano Police Department

Date



Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

8/24/19

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

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

REVISION DATE: June 6, 2014

I. PURPOSE

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

II. POLICY

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

III. PROCEDURE

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

**ADMINISTRATIVE DIRECTIVE – 112.029
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EFFECTIVE DATE: March 1, 2000
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REVISION DATE: June 6, 2014

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

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

I. POLICY

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

II. PROCEDURES

A. Notification of Bomb Threat

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

B. Notification of Actual Bomb Emergency

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

ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

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

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

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

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

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

Attachment "3"

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Frisco Independent School District School Year 2019 - 2020

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

The following agreement is adopted for the school year 2019 - 2020.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the P3 Campus program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use P3 Campus by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date



Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Susan Oldham

CAPTION

To approve the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date.

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Quarterly Investment Portfolio Summary ended June 30, 2019.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/16/2019	Resolution
Quarterly Investment Portfolio Summary 06.30.19	8/26/2019	Attachment

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the quarter ended June 30, 2019, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Investment Portfolio Summary"); and

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

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

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

Section I. The City of Plano's Investment Portfolio Summary for the quarter ended June 30, 2019, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 9th day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
June 30, 2019


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



City Manager



Director of Finance



Treasurer



Treasury Analyst

Release Date: July 31, 2019

Information received since the Federal Open Market Committee met in June indicates that the labor market remains strong and that economic activity has been rising at a moderate rate. Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although growth of household spending has picked up from earlier in the year, growth of business fixed investment has been soft. On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent. Market-based measures of inflation compensation remain low; survey-based measures of longer-term inflation expectations are little changed. Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. In light of the implications of global developments for the economic outlook as well as muted inflation pressures, the Committee decided to lower the target range for the federal funds rate to 2 to 2-1/4 percent. This action supports the Committee's view that sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective are the most likely outcomes, but uncertainties about this outlook remain. As the Committee contemplates the future path of the target range for the federal funds rate, it will continue to monitor the implications of incoming information for the economic outlook and will act as appropriate to sustain the expansion, with a strong labor market and inflation near its symmetric 2 percent objective. In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. The Committee will conclude the reduction of its aggregate securities holdings in the System Open Market Account in August, two months earlier than previously indicated. Voting for the monetary policy action were Jerome H. Powell, Chair; John C. Williams, Vice Chair; Michelle W. Bowman; Lael Brainard; James Bullard; Richard H. Clarida; Charles L. Evans; and Randal K. Quarles. Voting against the action were Esther L. George and Eric S. Rosengren, who preferred at this meeting to maintain the target range for the federal funds rate at 2-1/4 to 2-1/2 percent.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>June 30, 2019</u>		<u>March 31, 2019</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	2.42%	112,432,545.43	112,432,545.43	169,343,349.51	169,343,349.51
Certificates of Deposit/Fixed Term	2.61%	131,191,800.81	131,191,800.81	83,903,535.71	83,903,535.71
AID Bonds	2.26%	14,680,634.82	14,858,142.00	-	-
FFCB Bonds	2.40%	50,390,166.32	51,628,156.00	50,347,610.55	51,092,355.00
FHLB	3.07%	32,057,927.49	33,398,083.00	32,061,588.19	32,934,893.00
FHLMC Bonds	2.21%	-	-	29,000,000.00	28,992,466.00
FNMA Bonds	1.47%	42,000,145.53	41,822,898.00	42,000,372.84	41,546,680.00
TVA Bonds	1.88%	10,311,862.47	10,317,430.00	10,359,479.06	10,269,750.00
Municipal Bonds	2.19%	249,100,922.31	250,795,523.65	208,457,376.64	207,597,259.10
Totals		642,166,005.18	646,444,578.89	625,473,312.50	625,680,288.32

<u>Quarter Average Yields*:</u>	
Plano Portfolio Yield	2.29%
Six Month Treasury Yield	2.36%
Two Year Treasury Yield	2.13%
TexasDaily Investment Pool Yield	2.41%

<u>Rolling Twelve Month Average Yields*:</u>	
Plano Portfolio Yield	2.12%
Six Month Treasury Yield	2.40%
Two Year Treasury Yield	2.52%
TexasDaily Investment Pool Yield	2.26%

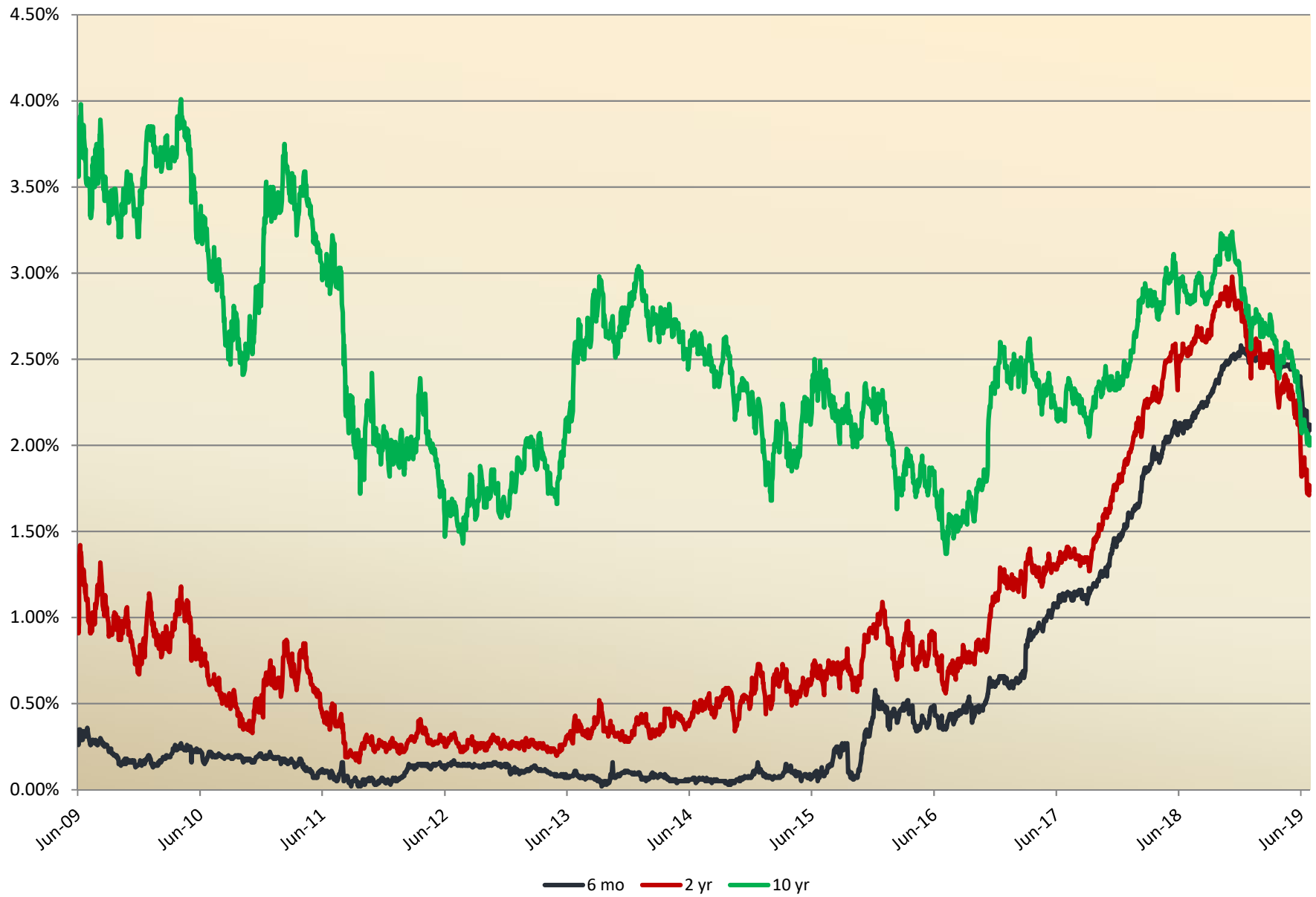
Quarter Investment Earnings:** \$7,287,371

Fiscal Year to Date Investment Earnings:** \$19,203,594

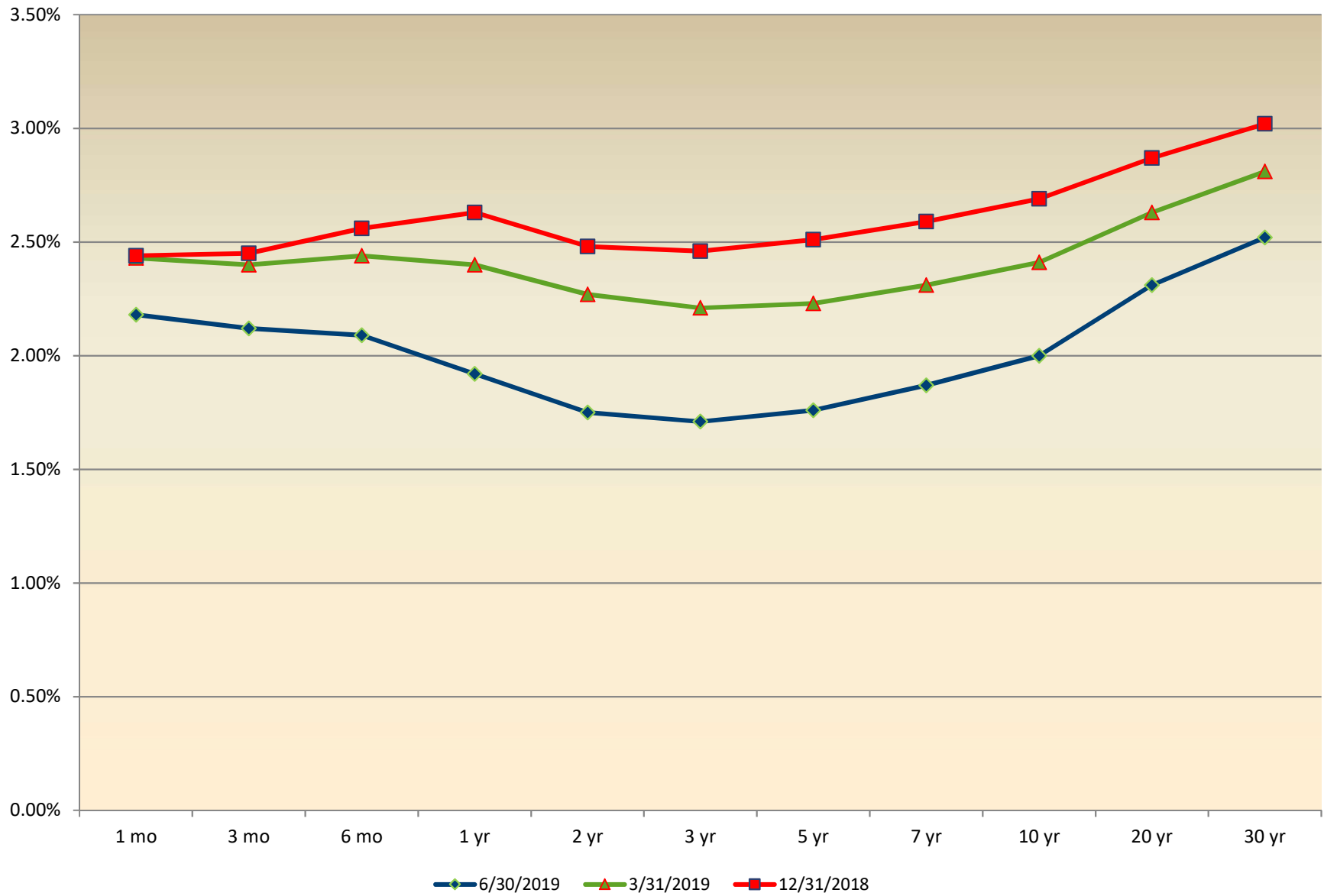
* Simple average calculation using respective month end yields; does not reflect a total return analysis or account for fees.

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

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
June 30, 2019

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account	NA/NA	2.25%	07/01/2019	06/30/2019		20,195,063.71	20,195,063.71	20,195,063.71	100.00	20,195,063.71	0.03	2.25%	-
Legacy NOW Account	NA/NA	2.50%	07/01/2019	06/30/2019		31,397,528.81	31,397,528.81	31,397,528.81	100.00	31,397,528.81	0.03	2.50%	-
Texas Daily	AAAm	2.41%	07/01/2019	06/30/2019		12,343,129.09	12,343,129.09	12,343,129.09	100.00	12,343,129.09	0.03	2.41%	-
Texas Class	AAAm	2.50%	07/01/2019	06/30/2019		48,496,823.82	48,496,823.82	48,496,823.82	100.00	48,496,823.82	0.03	2.50%	-
Texas TERM	AAAf	2.80%	07/01/2019	06/30/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.80%	-
Certificate of Deposit	NA/NA	2.67%	07/31/2019	01/31/2019		15,139,037.34	15,139,037.34	15,139,037.34	100.00	15,139,037.34	1.02	2.67%	166,114.64
Certificate of Deposit	NA/NA	2.75%	08/22/2019	05/22/2019		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	1.74	2.75%	73,458.90
Certificate of Deposit	NA/NA	2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	6.23	2.60%	18,427.78
Certificate of Deposit	NA/NA	2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	6.46	2.67%	66,230.94
Certificate of Deposit	NA/NA	2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.52	2.65%	60,260.27
Certificate of Deposit	NA/NA	2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.79	2.65%	57,356.16
Certificate of Deposit	NA/NA	2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	7.02	2.65%	116,870.25
Certificate of Deposit	NA/NA	2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	20.20	2.70%	85,068.49
Certificate of Deposit	NA/NA	2.37%	06/11/2021	06/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	23.34	2.37%	18,505.48
Certificate of Deposit	NA/NA	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	32.26	2.75%	40,597.45
Certificate of Deposit	NA/NA	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	35.28	2.04%	10,453.59
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,680,634.82	114.29	14,858,142.00	50.52	2.26%	202,583.33
FFCB	AAA/AA+	1.02%	07/12/2019	09/21/2016		20,000,000.00	19,986,600.00	19,999,842.97	99.96	19,992,160.00	0.39	1.04%	95,200.00
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,004,089.18	103.76	13,489,242.00	38.59	3.04%	11,240.28
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,386,234.17	100.82	18,146,754.00	43.93	3.12%	126,140.00
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	103.77	19,715,388.00	37.80	3.02%	197,315.00
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,057,927.49	105.25	13,682,695.00	47.21	3.13%	24,645.83
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016		12,000,000.00	12,000,000.00	12,000,000.00	99.84	11,981,028.00	2.56	1.45%	50,266.67
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	09/15/2019	10,000,000.00	10,018,000.00	10,004,345.25	99.61	9,961,470.00	11.51	1.53%	6,583.33
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,995,800.28	99.40	19,880,400.00	13.93	1.42%	94,888.89
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,311,862.47	103.17	10,317,430.00	19.54	1.88%	145,312.50
Municipal Bond	AAA/AA+	1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,600,134.15	100.00	6,600,000.00	0.03	1.00%	57,593.25
Municipal Bond	AA1/AA-	2.20%	07/01/2019	04/05/2017		2,390,000.00	2,414,490.33	2,390,029.98	100.00	2,390,000.00	0.03	1.73%	26,108.29
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,000,025.89	100.00	5,000,000.00	0.03	1.60%	44,650.56
Municipal Bond	AA1/AA+	3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	2,856,098.73	100.11	2,853,192.00	1.05	1.40%	46,133.50
Municipal Bond	NA/AA-	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	627,225.71	100.27	626,662.50	1.51	1.53%	10,425.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	501,006.17	100.12	500,605.00	1.51	1.70%	6,296.25
Municipal Bond	AA2/AAA	5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,226.60	4,043,698.79	100.43	4,037,085.00	1.51	1.00%	86,907.38
Municipal Bond	AAA/AAA	2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,001,240.00	100.10	5,004,950.00	3.05	2.50%	32,138.89
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.80	504,000.10	3.51	1.62%	1,707.53
Municipal Bond	AA1/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,096,732.57	101.65	5,082,600.00	7.08	1.60%	102,437.50
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,135,364.25	100.48	12,083,201.00	7.54	1.49%	135,281.25
Municipal Bond	AA1/AA+	2.18%	03/15/2020	04/03/2019		9,515,000.00	9,490,927.05	9,497,032.01	100.01	9,515,761.20	8.49	2.45%	60,499.54
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,948,772.63	100.66	1,942,776.60	9.05	1.68%	14,314.17
Municipal Bond	A1/AA-	2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	363,803.83	100.36	366,317.65	9.05	3.23%	2,510.37
Municipal Bond	AA2/NA	2.78%	04/15/2020	02/19/2019		1,100,000.00	1,102,266.00	1,101,560.90	100.59	1,106,479.00	9.51	2.60%	6,380.00
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,010,730.35	99.98	4,998,800.00	10.49	1.65%	11,887.50
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,732,542.21	100.13	1,727,208.00	11.05	1.78%	3,161.30
Municipal Bond	AA2/AA	1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,225,872.70	99.33	3,193,363.05	11.05	1.00%	3,561.06
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,372,605.67	100.35	10,305,431.50	12.03	1.62%	135,474.71
Municipal Bond	AA2/AA	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,021,982.35	99.87	2,996,130.00	12.03	1.25%	29,833.33
Municipal Bond	AA1/AA+	1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,116,525.69	98.97	8,036,607.60	13.05	1.04%	33,607.78
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,014,323.75	99.52	4,975,900.00	14.07	1.33%	26,146.94
Municipal Bond	AA1/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,120,556.14	99.61	12,949,820.00	19.08	1.15%	94,159.72
Municipal Bond	AA1/AAA	2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,019,829.82	101.32	4,052,680.00	19.08	2.53%	47,183.33
Municipal Bond	AAA/AAA	4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	594,183.97	103.12	598,078.60	20.00	2.48%	7,668.89
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.98	10,098,300.00	20.46	2.48%	72,333.33
Municipal Bond	AA1/AA+	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,375,739.68	101.36	2,366,826.05	20.46	1.84%	19,750.21
Municipal Bond	NA/AA	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,427,190.67	100.77	3,471,388.70	22.00	2.62%	13,098.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,360,009.04	100.62	10,484,604.00	22.46	2.55%	29,032.72
Municipal Bond	AAA/AAA	2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,956,267.20	100.30	5,014,850.00	22.46	2.54%	12,825.00

Detail of Security Holdings
June 30, 2019

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	542,718.52	101.02	540,435.60	23.02	1.80%	1,116.65
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	380,147.75	105.24	378,849.60	24.00	1.92%	8,633.17
Municipal Bond	NA/AA+	2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,545,905.70	100.58	1,558,912.50	24.00	2.53%	18,396.48
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,318,479.20	100.86	13,474,762.40	25.02	2.64%	137,132.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,459,576.56	107.82	7,445,247.20	25.48	1.90%	151,090.03
Municipal Bond	AA2/AA-	2.91%	09/01/2021	04/02/2019		3,780,000.00	3,819,652.20	3,815,655.55	101.97	3,854,466.00	26.03	2.45%	36,297.98
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	981,643.02	99.33	993,300.00	26.03	2.67%	5,890.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,143.20	101.30	450,771.65	27.02	2.68%	3,080.39
Municipal Bond	AA1/AA+	2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,694,124.58	101.29	3,732,610.20	31.51	2.45%	35,223.99
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	628,073.78	103.40	635,916.15	32.98	2.40%	4,865.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,262,060.67	102.92	1,281,378.90	32.98	2.55%	9,452.28
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	804,064.38	103.96	816,062.45	34.43	2.42%	3,238.12
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,913.29	101.31	506,550.00	34.43	2.34%	1,549.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,190,295.92	100.86	1,210,308.00	34.43	2.54%	3,369.00
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,462,647.50	2,447,009.01	110.07	2,476,597.50	35.93	2.42%	-
Municipal Bond	AA2/AAA	2.14%	07/01/2022	04/02/2019		1,000,000.00	995,700.00	996,022.68	100.08	1,000,820.00	35.97	2.28%	10,640.56
Municipal Bond	AA1/AAA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,471,789.57	99.26	3,523,730.00	36.98	2.60%	27,182.15
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,589,512.60	102.29	4,669,492.85	36.98	2.65%	36,244.83
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,033,448.10	103.73	1,037,330.00	38.46	2.71%	11,112.50
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	931,806.14	100.77	947,247.40	38.98	2.61%	5,398.39
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,013,296.99	109.60	1,024,722.60	38.98	2.30%	11,557.64
Municipal Bond	AAA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	955,867.73	102.82	966,508.00	43.02	2.37%	11,154.22
Municipal Bond	AA1/AAA	2.53%	05/01/2023	03/07/2019		20,000,000.00	19,750,600.00	19,769,518.87	101.39	20,277,400.00	45.93	2.85%	82,927.78
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,698,940.00	5,622,580.49	112.98	5,875,168.00	47.90	3.28%	-
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,228,696.09	103.03	1,236,348.00	47.93	2.47%	18,514.57
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,606.48	102.27	562,490.50	48.95	2.34%	6,036.98
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	729,144.66	99.15	743,632.50	48.95	2.71%	6,146.25
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	883,076.83	99.15	892,359.00	48.95	2.47%	7,375.50
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,091,823.22	112.01	1,120,120.00	48.95	2.84%	21,729.17
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,836,191.80	104.37	1,868,258.80	50.95	2.41%	13,514.80
Municipal Bond	NA/AA-	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,015,010.63	105.24	1,041,885.90	51.41	2.70%	6,870.19
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,100,834.16	102.53	10,253,400.00	56.39	2.63%	83,416.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,450,716.95	103.40	10,712,654.40	56.95	2.65%	72,943.61
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	791,082.34	106.96	802,170.00	56.95	2.71%	7,323.96
						638,794,346.24	645,889,588.36	642,166,005.18			17.61	2.30%	3,800,053.79

(1) (2)

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

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

Moody's Ratings Definitions:

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

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

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

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

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

Detail of Security Holdings
June 30, 2019

By Maturity

Security Description	Moody's/S&P Ratings		Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
									Book Value					
Capital One NOW Account	NA/NA		2.25%	07/01/2019	06/30/2019		20,195,063.71	20,195,063.71	20,195,063.71	100.00	20,195,063.71	0.03	2.25%	-
Legacy NOW Account	NA/NA		2.50%	07/01/2019	06/30/2019		31,397,528.81	31,397,528.81	31,397,528.81	100.00	31,397,528.81	0.03	2.50%	-
Texas Daily	AAAm		2.41%	07/01/2019	06/30/2019		12,343,129.09	12,343,129.09	12,343,129.09	100.00	12,343,129.09	0.03	2.41%	-
Texas Class	AAAm		2.50%	07/01/2019	06/30/2019		48,496,823.82	48,496,823.82	48,496,823.82	100.00	48,496,823.82	0.03	2.50%	-
Texas TERM	AAAf		2.80%	07/01/2019	06/30/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.80%	-
Municipal Bond	AAA/AA+		1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,600,134.15	100.00	6,600,000.00	0.03	1.00%	57,593.25
Municipal Bond	AA1/AA-		2.20%	07/01/2019	04/05/2017		2,390,000.00	2,414,490.33	2,390,029.98	100.00	2,390,000.00	0.03	1.73%	26,108.29
Municipal Bond	AA2/AA		1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,000,025.89	100.00	5,000,000.00	0.03	1.60%	44,650.56
FFCB	AAA/AA+		1.02%	07/12/2019	09/21/2016		20,000,000.00	19,986,600.00	19,999,842.97	99.96	19,992,160.00	0.39	1.04%	95,200.00
Certificate of Deposit	NA/NA		2.67%	07/31/2019	01/31/2019		15,139,037.34	15,139,037.34	15,139,037.34	100.00	15,139,037.34	1.02	2.67%	166,114.64
Municipal Bond	AA1/AA+		3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	2,856,098.73	100.11	2,853,192.00	1.05	1.40%	46,133.50
Municipal Bond	NA/AA-		4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	627,225.71	100.27	626,662.50	1.51	1.53%	10,425.00
Municipal Bond	NA/AAA		3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	501,006.17	100.12	500,605.00	1.51	1.70%	6,296.25
Municipal Bond	AA2/AAA		5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,226.60	4,043,698.79	100.43	4,037,085.00	1.51	1.00%	86,907.38
Certificate of Deposit	NA/NA		2.75%	08/22/2019	05/22/2019		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	1.74	2.75%	73,458.90
FNMA	AAA/AA+		1.45%	09/16/2019	03/16/2016		12,000,000.00	12,000,000.00	12,000,000.00	99.84	11,981,028.00	2.56	1.45%	50,266.67
Municipal Bond	AAA/AAA		2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,001,240.00	100.10	5,004,950.00	3.05	2.50%	32,138.89
Municipal Bond	NA/AAA		1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.80	504,000.10	3.51	1.62%	1,707.53
Certificate of Deposit	NA/NA		2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	6.23	2.60%	18,427.78
Certificate of Deposit	NA/NA		2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	6.46	2.67%	66,230.94
Certificate of Deposit	NA/NA		2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.52	2.65%	60,260.27
Certificate of Deposit	NA/NA		2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.79	2.65%	57,356.16
Certificate of Deposit	NA/NA		2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	7.02	2.65%	116,870.25
Municipal Bond	AA1/AA		4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,096,732.57	101.65	5,082,600.00	7.08	1.60%	102,437.50
Municipal Bond	AA2/AA		3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,135,364.25	100.48	12,083,201.00	7.54	1.49%	135,281.25
Municipal Bond	AA1/AA+		2.18%	03/15/2020	04/03/2019		9,515,000.00	9,490,927.05	9,497,032.01	100.01	9,515,761.20	8.49	2.45%	60,499.54
Municipal Bond	AAA/AAA		3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,948,772.63	100.66	1,942,776.60	9.05	1.68%	14,314.17
Municipal Bond	A1/AA-		2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	363,803.83	100.36	366,317.65	9.05	3.23%	2,510.37
Municipal Bond	AA2/NA		2.78%	04/15/2020	02/19/2019		1,100,000.00	1,102,266.00	1,101,560.90	100.59	1,106,479.00	9.51	2.60%	6,380.00
Municipal Bond	AAA/AAA		1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,010,730.35	99.98	4,998,800.00	10.49	1.65%	11,887.50
Municipal Bond	AA2/AA+		2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,732,542.21	100.13	1,727,208.00	11.05	1.78%	3,161.30
Municipal Bond	AA2/AA		1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,225,872.70	99.33	3,193,363.05	11.05	1.00%	3,561.06
FNMA	AAA/AA+		1.58%	06/15/2020	06/22/2016	09/15/2019	10,000,000.00	10,018,000.00	10,004,345.25	99.61	9,961,470.00	11.51	1.53%	6,583.33
Municipal Bond	AA1/AA-		2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,372,605.67	100.35	10,305,431.50	12.03	1.62%	135,474.71
Municipal Bond	AA2/AA-		2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,021,982.35	99.87	2,996,130.00	12.03	1.25%	29,833.33
Municipal Bond	AA1/AA+		1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,116,525.69	98.97	8,036,607.60	13.05	1.04%	33,607.78
FNMA	AAA/AA+		1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,995,800.28	99.40	19,880,400.00	13.93	1.42%	94,888.89
Municipal Bond	AA1/NA		1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,014,323.75	99.52	4,975,900.00	14.07	1.33%	26,146.94
Municipal Bond	AA1/AAA		1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,120,556.14	99.61	12,949,820.00	19.08	1.15%	94,159.72
Municipal Bond	AA1/AAA		2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,019,829.82	101.32	4,052,680.00	19.08	2.53%	47,183.33
TVA	AAA/AA+		3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,311,862.47	103.17	10,317,430.00	19.54	1.88%	145,312.50
Municipal Bond	AAA/AAA		4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	594,183.97	103.12	598,078.60	20.00	2.48%	7,668.89
Certificate of Deposit	NA/NA		2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	20.20	2.70%	85,068.49
Municipal Bond	AAA/AAA		2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.98	10,098,300.00	20.46	2.48%	72,333.33
Municipal Bond	AA1/AA+		2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,375,739.68	101.36	2,366,826.05	20.46	1.84%	19,750.21
Municipal Bond	NA/AA		2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,427,190.67	100.77	3,471,388.70	22.00	2.62%	13,098.66
Municipal Bond	AAA/AAA		2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,360,009.04	100.62	10,484,604.00	22.46	2.55%	29,032.72
Municipal Bond	AAA/AAA		2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,956,267.20	100.30	5,014,850.00	22.46	2.54%	12,825.00
Municipal Bond	AA1/AA+		2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	542,718.52	101.02	540,435.60	23.02	1.80%	1,116.65
Certificate of Deposit	NA/NA		0.0237	6/11/2021	6/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	23.34	2.37%	18,505.48
Municipal Bond	AA2/AA		4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	380,147.75	105.24	378,849.60	24.00	1.92%	8,633.17
Municipal Bond	NA/AA+		2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,545,905.70	100.58	1,558,912.50	24.00	2.53%	18,396.48
Municipal Bond	NA/AA		2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,318,479.20	100.86	13,474,762.40	25.02	2.64%	137,132.98
Municipal Bond	AA2/AAA		5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,459,576.56	107.82	7,445,247.20	25.48	1.90%	151,090.03
Municipal Bond	AA2/AA-		2.91%	09/01/2021	04/02/2019		3,780,000.00	3,819,652.20	3,815,655.55	101.97	3,854,466.00	26.03	2.45%	36,297.98
Municipal Bond	AA1/NA		1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	981,643.02	99.33	993,300.00	26.03	2.67%	5,890.50
Municipal Bond	AAA/AAA		2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,143.20	101.30	450,771.65	27.02	2.68%	3,080.39
Municipal Bond	AA1/AA+		2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,694,124.58	101.29	3,732,610.20	31.51	2.45%	35,223.99

Detail of Security Holdings
June 30, 2019

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
								Book Value					
Certificate of Deposit	NA/NA	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	32.26	2.75%	40,597.45
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	628,073.78	103.40	635,916.15	32.98	2.40%	4,865.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,262,060.67	102.92	1,281,378.90	32.98	2.55%	9,452.28
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	804,064.38	103.96	816,062.45	34.43	2.42%	3,238.12
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,913.29	101.31	506,550.00	34.43	2.34%	1,549.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,190,295.92	100.86	1,210,308.00	34.43	2.54%	3,369.00
Certificate of Deposit	NA/NA	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	35.28	2.04%	10,453.59
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,462,647.50	2,447,009.01	110.07	2,476,597.50	35.93	2.42%	-
Municipal Bond	AA2/AAA	2.14%	07/01/2022	04/02/2019		1,000,000.00	995,700.00	996,022.68	100.08	1,000,820.00	35.97	2.28%	10,640.56
Municipal Bond	AA1/AAA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,471,789.57	99.26	3,523,730.00	36.98	2.60%	27,182.15
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,589,512.60	102.29	4,669,492.85	36.98	2.65%	36,244.83
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	103.77	19,715,388.00	37.80	3.02%	197,315.00
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,033,448.10	103.73	1,037,330.00	38.46	2.71%	11,112.50
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,004,089.18	103.76	13,489,242.00	38.59	3.04%	111,240.28
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	931,806.14	100.77	947,247.40	38.98	2.61%	5,398.39
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,013,296.99	109.60	1,024,722.60	38.98	2.30%	11,557.64
Municipal Bond	AAA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	955,867.73	102.82	966,508.00	43.02	2.37%	11,154.22
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,386,234.17	100.82	18,146,754.00	43.93	3.12%	126,140.00
Municipal Bond	AA1/AAA	2.53%	05/01/2023	03/07/2019		20,000,000.00	19,750,600.00	19,769,518.87	101.39	20,277,400.00	45.93	2.85%	82,927.78
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,057,927.49	105.25	13,682,695.00	47.21	3.13%	24,645.83
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,698,940.00	5,622,580.49	112.98	5,875,168.00	47.90	3.28%	-
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,228,696.09	103.03	1,236,348.00	47.93	2.47%	18,514.57
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,606.48	102.27	562,490.50	48.95	2.34%	6,036.98
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	729,144.66	99.15	743,632.50	48.95	2.71%	6,146.25
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	883,076.83	99.15	892,359.00	48.95	2.47%	7,375.50
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,091,823.22	112.01	1,120,120.00	48.95	2.84%	21,729.17
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,680,634.82	114.29	14,858,142.00	50.52	2.26%	202,583.33
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,836,191.80	104.37	1,868,258.80	50.95	2.41%	13,514.80
Municipal Bond	NA/AA-	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,015,010.63	105.24	1,041,885.90	51.41	2.70%	6,870.19
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,100,834.16	102.53	10,253,400.00	56.39	2.63%	83,416.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,450,716.95	103.40	10,712,654.40	56.95	2.65%	72,943.61
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	791,082.34	106.96	802,170.00	56.95	2.71%	7,323.96
TOTAL						638,794,346.24	645,889,588.36	642,166,005.18		646,444,578.89	17.61	2.30%	3,800,053.79

(1) (2)

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

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

Moody's Ratings Definitions:

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

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

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

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

and the modifier 3 indicates a ranking in the lower end of that generic rating category)

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

P1- Issuers rated Prime-1 have a superior ability to repay short-term debt obligations

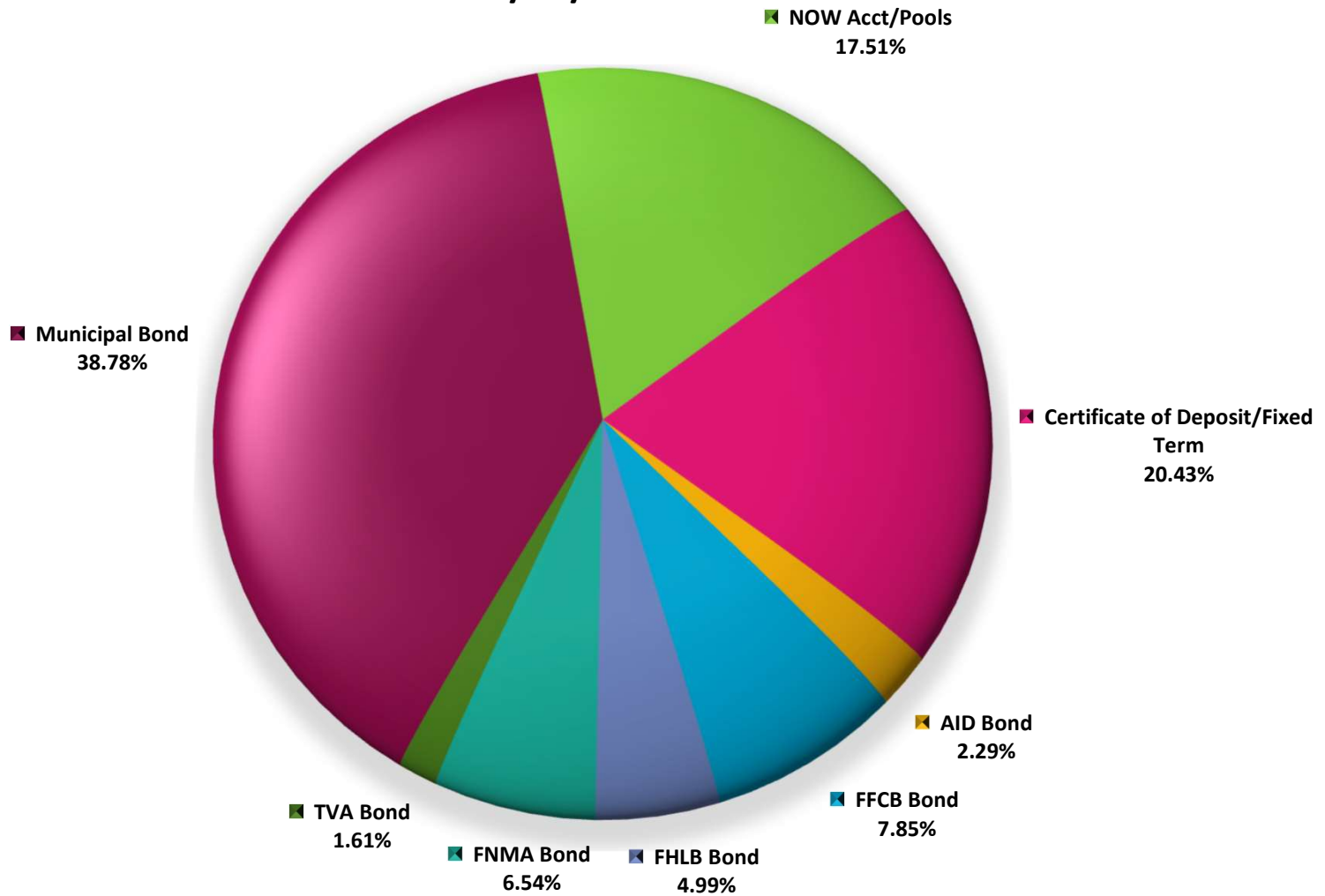
P2- Issuers rated Prime-1 have a strong ability to repay short-term debt obligations

P3- Issuers rated Prime-1 have an acceptable ability to repay short-term debt obligations

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

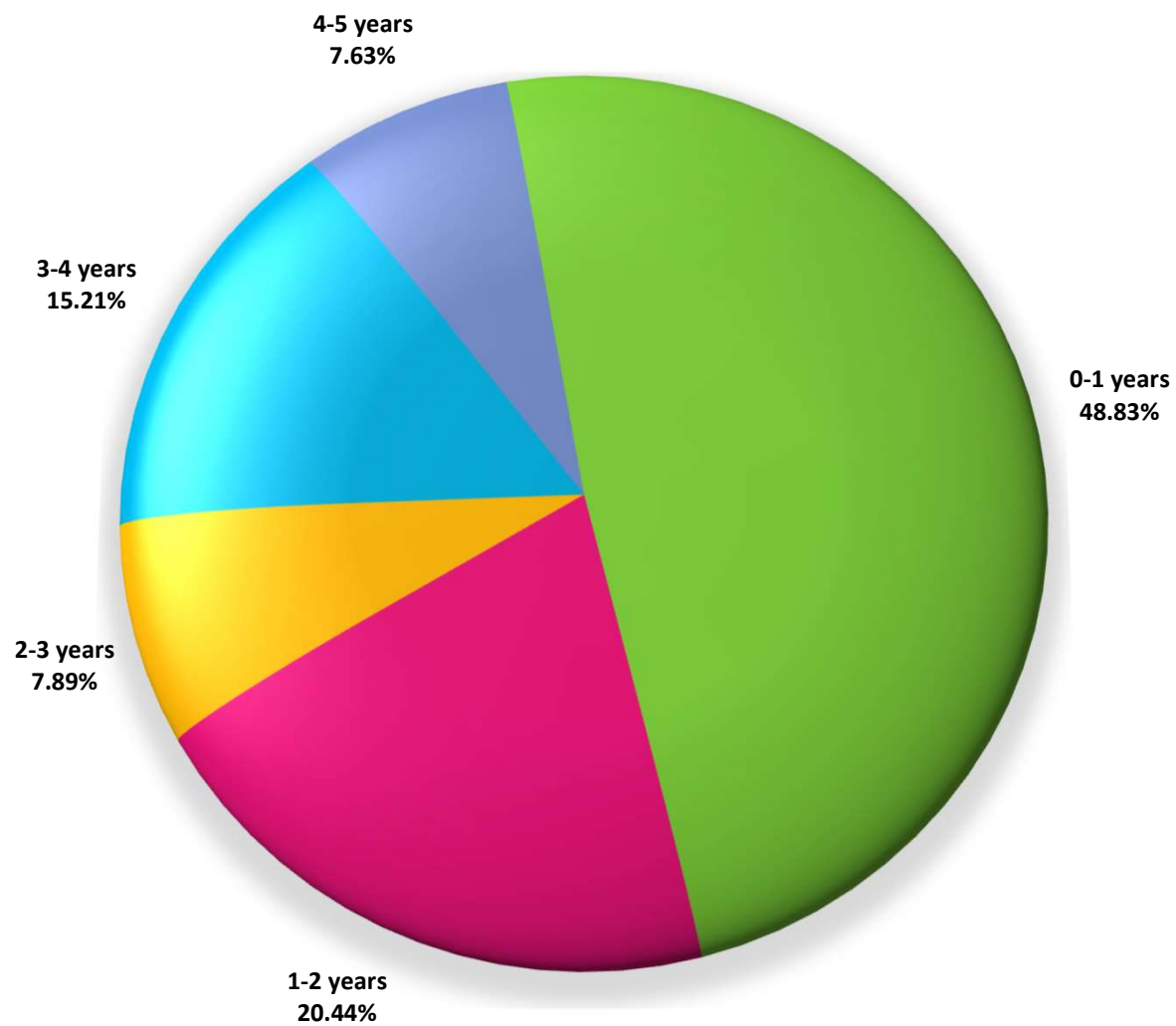
AAA- capacity to meet its financial commitment on the obligation is extremely strong

Portfolio Composition 6/30/19

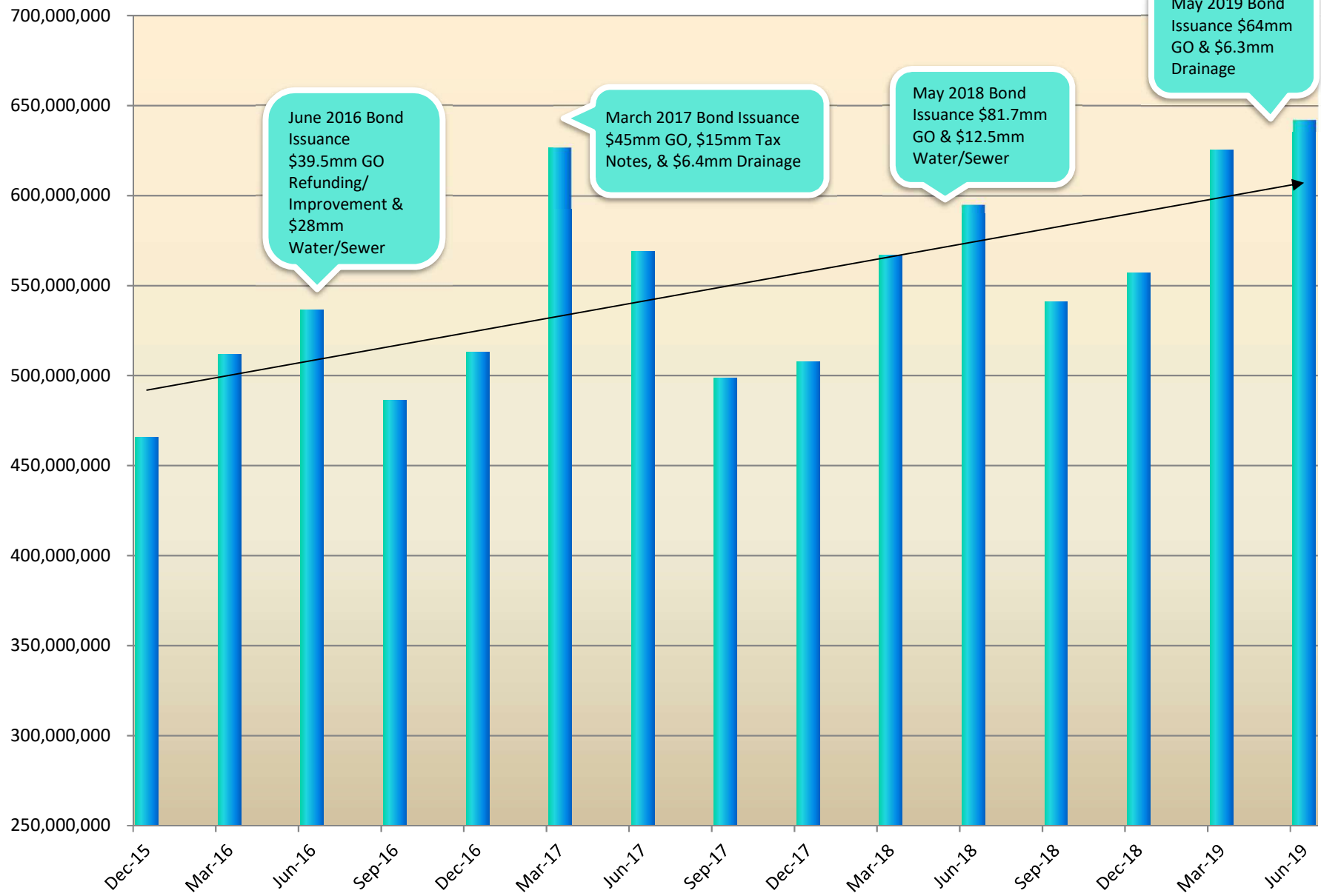


*US Backed Agency Bonds Total 23.28%

Portfolio Maturities 6/30/19



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2019	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Capital One NOW Account	2.25%	07/01/19	19,101,862.79	19,101,862.79	1,093,200.92	-	20,195,063.71	20,195,063.71
Legacy NOW Account	2.50%	07/01/19	32,499,282.02	32,499,282.02	-	(1,101,753.21)	31,397,528.81	31,397,528.81
Texas Daily	2.41%	07/01/19	22,264,471.65	22,264,471.65	-	(9,921,342.56)	12,343,129.09	12,343,129.09
Texas Class	2.50%	07/01/19	95,477,733.05	95,477,733.05	-	(46,980,909.23)	48,496,823.82	48,496,823.82
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	-	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.32%	06/05/19	10,110,605.54	10,110,605.54	-	(10,110,605.54)	-	-
Certificate of Deposit	2.42%	06/11/19	2,793,107.00	2,793,107.00	-	(2,793,107.00)	-	-
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	-	-	15,139,037.34	15,139,037.34
Certificate of Deposit	2.75%	08/22/19	-	-	25,000,000.00	-	25,000,000.00	25,000,000.00
Certificate of Deposit	2.60%	01/06/20	-	-	10,347,906.08	-	10,347,906.08	10,347,906.08
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	-	5,389,311.03	5,389,311.03
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	-	10,660,413.02	10,660,413.02
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	2.37%	06/11/21	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	-	4,811,061.78	4,811,061.78
Certificate of Deposit	2.04%	06/10/22	-	-	9,844,071.56	-	9,844,071.56	9,844,071.56
AID Bond	2.26%	09/18/23	-	-	14,680,634.82	-	13,000,000.00	14,680,634.82
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,998,652.15	1,190.82	-	20,000,000.00	19,999,842.97
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,004,405.34	-	(316.16)	13,000,000.00	13,004,089.18
FFCB Bond	3.12%	03/01/23	18,000,000.00	17,344,553.06	41,681.11	-	18,000,000.00	17,386,234.17
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,000,000.00	-	-	19,000,000.00	19,000,000.00
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,061,588.19	-	(3,660.70)	13,000,000.00	13,057,927.49
FHLMC Bond	1.45%	05/28/19	13,000,000.00	13,000,000.00	-	(13,000,000.00)	-	-
FHLMC Bond	2.96%	06/28/21	16,000,000.00	16,000,000.00	-	(16,000,000.00)	-	-
FNMA Bond	1.45%	09/16/19	12,000,000.00	12,000,000.00	-	-	12,000,000.00	12,000,000.00
FNMA Bond	1.53%	06/15/20	10,000,000.00	10,005,471.80	-	(1,126.55)	10,000,000.00	10,004,345.25
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,994,901.04	899.24	-	20,000,000.00	19,995,800.28
TVA Bond	1.88%	02/15/21	10,000,000.00	10,359,479.06	-	(47,616.59)	10,000,000.00	10,311,862.47
Municipal Bond	1.45%	04/01/19	450,000.00	450,008.98	-	(450,008.98)	-	-
Municipal Bond	1.20%	05/01/19	4,000,000.00	4,001,994.46	-	(4,001,994.46)	-	-
Municipal Bond	1.42%	05/01/19	2,000,000.00	2,000,768.15	-	(2,000,768.15)	-	-
Municipal Bond	1.39%	06/15/19	6,000,000.00	6,000,695.12	-	(6,000,695.12)	-	-
Municipal Bond	1.32%	06/15/19	955,000.00	962,141.77	-	(962,141.77)	-	-
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,612,341.69	-	(12,207.54)	6,600,000.00	6,600,134.15
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,392,757.78	-	(2,727.80)	2,390,000.00	2,390,029.98
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,002,381.49	-	(2,355.60)	5,000,000.00	5,000,025.89
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,873,442.01	-	(17,343.28)	2,850,000.00	2,856,098.73
Municipal Bond	1.53%	08/15/19	625,000.00	631,628.74	-	(4,403.03)	625,000.00	627,225.71
Municipal Bond	1.70%	08/15/19	500,000.00	502,996.64	-	(1,990.47)	500,000.00	501,006.17
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,090,581.17	-	(46,882.38)	4,020,000.00	4,043,698.79
Municipal Bond	2.50%	10/01/19	-	-	5,001,240.00	-	5,000,000.00	5,001,240.00
Municipal Bond	1.62%	10/15/19	505,000.00	505,000.00	-	-	505,000.00	505,000.00
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,137,485.65	-	(40,753.08)	5,000,000.00	5,096,732.57
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,179,030.10	-	(43,665.85)	12,025,000.00	12,135,364.25
Municipal Bond	2.45%	03/15/20	-	-	9,497,032.01	-	9,515,000.00	9,497,032.01
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,954,962.15	-	(6,189.52)	1,930,000.00	1,948,772.63
Municipal Bond	3.23%	04/01/20	365,000.00	363,409.44	394.39	-	365,000.00	363,803.83
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,102,050.70	-	(489.80)	1,100,000.00	1,101,560.90
Municipal Bond	1.65%	05/15/20	5,000,000.00	5,013,781.79	-	(3,051.44)	5,000,000.00	5,010,730.35
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,734,578.83	-	(2,036.62)	1,725,000.00	1,732,542.21
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,228,808.65	-	(2,935.95)	3,215,000.00	3,225,872.70

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2019	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,398,047.41	-	(25,441.74)	10,270,000.00	10,372,605.67
Municipal Bond	1.25%	07/01/20	3,000,000.00	3,027,433.01	-	(5,450.66)	3,000,000.00	3,021,982.35
Municipal Bond	1.04%	08/01/20	8,120,000.00	8,115,731.32	794.37	-	8,120,000.00	8,116,525.69
Municipal Bond	1.33%	09/01/20	5,000,000.00	5,017,362.13	-	(3,038.38)	5,000,000.00	5,014,323.75
Municipal Bond	1.15%	02/01/21	13,000,000.00	13,139,405.99	-	(18,849.85)	13,000,000.00	13,120,556.14
Municipal Bond	2.53%	02/01/21	-	-	4,019,829.82	-	4,000,000.00	4,019,829.82
Municipal Bond	2.48%	03/01/21	-	-	594,183.97	-	580,000.00	594,183.97
Municipal Bond	2.48%	03/15/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,381,680.88	-	(5,941.20)	2,335,000.00	2,375,739.68
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,424,775.39	2,415.28	-	3,445,000.00	3,427,190.67
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,352,039.44	7,969.60	-	10,420,000.00	10,360,009.04
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,950,457.44	5,809.76	-	5,000,000.00	4,956,267.20
Municipal Bond	1.80%	06/01/21	535,000.00	543,719.07	-	(1,000.55)	535,000.00	542,718.52
Municipal Bond	1.92%	07/01/21	360,000.00	382,652.46	-	(2,504.71)	360,000.00	380,147.75
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,545,396.70	509.00	-	1,550,000.00	1,545,905.70
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,313,527.18	4,952.02	-	13,360,000.00	13,318,479.20
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,524,526.97	-	(64,950.41)	6,905,000.00	7,459,576.56
Municipal Bond	2.45%	09/01/21	-	-	3,815,655.55	-	3,780,000.00	3,815,655.55
Municipal Bond	2.67%	09/01/21	1,000,000.00	979,539.13	2,103.89	-	1,000,000.00	981,643.02
Municipal Bond	2.68%	10/01/21	445,000.00	446,269.45	-	(126.25)	445,000.00	446,143.20
Municipal Bond	2.45%	02/15/22	-	-	3,694,124.58	-	3,685,000.00	3,694,124.58
Municipal Bond	2.40%	04/01/22	-	-	628,073.78	-	615,000.00	628,073.78
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,263,603.93	-	(1,543.26)	1,245,000.00	1,262,060.67
Municipal Bond	2.42%	05/15/22	785,000.00	805,716.63	-	(1,652.25)	785,000.00	804,064.38
Municipal Bond	2.34%	05/15/22	-	-	501,913.29	-	500,000.00	501,913.29
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,189,454.90	841.02	-	1,200,000.00	1,190,295.92
Municipal Bond	2.42%	06/30/22	-	-	2,447,009.01	-	2,250,000.00	2,447,009.01
Municipal Bond	2.28%	07/01/22	-	-	996,022.68	-	1,000,000.00	996,022.68
Municipal Bond	2.60%	08/01/22	3,550,000.00	3,465,480.04	6,309.53	-	3,550,000.00	3,471,789.57
Municipal Bond	2.65%	08/01/22	4,565,000.00	4,591,490.13	-	(1,977.53)	4,565,000.00	4,589,512.60
Municipal Bond	2.71%	09/15/22	1,000,000.00	1,036,042.97	-	(2,594.87)	1,000,000.00	1,033,448.10
Municipal Bond	2.61%	10/01/22	940,000.00	931,179.02	627.12	-	940,000.00	931,806.14
Municipal Bond	2.30%	10/01/22	935,000.00	1,019,289.45	-	(5,992.46)	935,000.00	1,013,296.99
Municipal Bond	2.37%	02/01/23	940,000.00	956,968.32	-	(1,100.59)	940,000.00	955,867.73
Municipal Bond	2.85%	05/01/23	20,000,000.00	19,754,548.28	14,970.59	-	20,000,000.00	19,769,518.87
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,648,901.38	-	(26,320.89)	5,200,000.00	5,622,580.49
Municipal Bond	2.47%	07/01/23	1,200,000.00	1,230,482.23	-	(1,786.14)	1,200,000.00	1,228,696.09
Municipal Bond	2.34%	08/01/23	550,000.00	557,009.15	-	(402.67)	550,000.00	556,606.48
Municipal Bond	2.71%	08/01/23	750,000.00	727,873.50	1,271.16	-	750,000.00	729,144.66
Municipal Bond	2.47%	08/01/23	900,000.00	882,045.34	1,031.49	-	900,000.00	883,076.83
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,097,419.95	-	(5,596.73)	1,000,000.00	1,091,823.22
Municipal Bond	2.41%	10/01/23	-	-	1,836,191.80	-	1,790,000.00	1,836,191.80
Municipal Bond	2.70%	10/15/23	990,000.00	1,016,462.14	-	(1,451.51)	990,000.00	1,015,010.63
Municipal Bond	2.63%	03/15/24	-	-	10,100,834.16	-	10,000,000.00	10,100,834.16
Municipal Bond	2.65%	04/01/24	-	-	10,450,716.95	-	10,360,000.00	10,450,716.95
Municipal Bond	2.71%	04/01/24	-	-	791,082.34	-	750,000.00	791,082.34
TOTAL			\$ 623,996,885.22	\$ 625,473,312.50	\$ 130,433,493.71	\$ (113,740,801.03)	\$ 638,794,346.24	\$ 642,166,005.18

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019		Qtr to Qtr Change	June 30, 2019	
			Par Value	Market Value		Par Value	Market Value
Capital One NOW Account	2.25%	07/01/19	19,101,862.79	19,101,862.79	1,093,200.92	20,195,063.71	20,195,063.71
Legacy NOW Account	2.50%	07/01/19	32,499,282.02	32,499,282.02	(1,101,753.21)	31,397,528.81	31,397,528.81
Texas Daily	2.41%	07/01/19	22,264,471.65	22,264,471.65	(9,921,342.56)	12,343,129.09	12,343,129.09
Texas Class	2.50%	07/01/19	95,477,733.05	95,477,733.05	(46,980,909.23)	48,496,823.82	48,496,823.82
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.32%	06/05/19	10,110,605.54	10,110,605.54	(10,110,605.54)	-	-
Certificate of Deposit	2.42%	06/11/19	2,793,107.00	2,793,107.00	(2,793,107.00)	-	-
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	-	15,139,037.34	15,139,037.34
Certificate of Deposit	2.75%	08/22/19	-	-	25,000,000.00	25,000,000.00	25,000,000.00
Certificate of Deposit	2.60%	01/06/20	-	-	10,347,906.08	10,347,906.08	10,347,906.08
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	5,389,311.03	5,389,311.03
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	10,660,413.02	10,660,413.02
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	2.37%	06/11/21	-	-	15,000,000.00	15,000,000.00	15,000,000.00
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	4,811,061.78	4,811,061.78
Certificate of Deposit	2.04%	06/10/22	-	-	9,844,071.56	9,844,071.56	9,844,071.56
AID Bond	2.26%	09/18/23	-	-	14,858,142.00	13,000,000.00	14,858,142.00
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,917,160.00	75,000.00	20,000,000.00	19,992,160.00
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,314,119.00	175,123.00	13,000,000.00	13,489,242.00
FFCB Bond	3.12%	03/01/23	18,000,000.00	17,861,076.00	285,678.00	18,000,000.00	18,146,754.00
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,447,393.00	267,995.00	19,000,000.00	19,715,388.00
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,487,500.00	195,195.00	13,000,000.00	13,682,695.00
FHLMC Bond	1.45%	05/28/19	13,000,000.00	12,979,954.00	(12,979,954.00)	-	-
FHLMC Bond	2.96%	06/28/21	16,000,000.00	16,012,512.00	(16,012,512.00)	-	-
FNMA Bond	1.45%	09/16/19	12,000,000.00	11,944,320.00	36,708.00	12,000,000.00	11,981,028.00
FNMA Bond	1.53%	06/15/20	10,000,000.00	9,897,300.00	64,170.00	10,000,000.00	9,961,470.00
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,705,060.00	175,340.00	20,000,000.00	19,880,400.00
TVA Bond	1.88%	02/15/21	10,000,000.00	10,269,750.00	47,680.00	10,000,000.00	10,317,430.00
Municipal Bond	1.45%	04/01/19	450,000.00	450,000.00	(450,000.00)	-	-
Municipal Bond	1.20%	05/01/19	4,000,000.00	3,996,800.00	(3,996,800.00)	-	-
Municipal Bond	1.42%	05/01/19	2,000,000.00	1,998,840.00	(1,998,840.00)	-	-
Municipal Bond	1.39%	06/15/19	6,000,000.00	5,987,400.00	(5,987,400.00)	-	-
Municipal Bond	1.32%	06/15/19	955,000.00	959,631.75	(959,631.75)	-	-
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,583,698.00	16,302.00	6,600,000.00	6,600,000.00
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,387,801.20	2,198.80	2,390,000.00	2,390,000.00
Municipal Bond	1.60%	07/01/19	5,000,000.00	4,991,250.00	8,750.00	5,000,000.00	5,000,000.00
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,860,374.00	(7,182.00)	2,850,000.00	2,853,192.00
Municipal Bond	1.53%	08/15/19	625,000.00	629,456.25	(2,793.75)	625,000.00	626,662.50
Municipal Bond	1.70%	08/15/19	500,000.00	501,135.00	(530.00)	500,000.00	500,605.00
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,066,189.80	(29,104.80)	4,020,000.00	4,037,085.00
Municipal Bond	2.50%	10/01/19	-	-	5,004,950.00	5,000,000.00	5,004,950.00
Municipal Bond	1.62%	10/15/19	505,000.00	502,313.40	1,686.70	505,000.00	504,000.10
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,105,250.00	(22,650.00)	5,000,000.00	5,082,600.00
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,070,334.25	12,866.75	12,025,000.00	12,083,201.00
Municipal Bond	2.45%	03/15/20	-	-	9,515,761.20	9,515,000.00	9,515,761.20
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,939,032.40	3,744.20	1,930,000.00	1,942,776.60
Municipal Bond	3.23%	04/01/20	365,000.00	365,000.00	1,317.65	365,000.00	366,317.65
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,104,103.00	2,376.00	1,100,000.00	1,106,479.00
Municipal Bond	1.65%	05/15/20	5,000,000.00	4,972,250.00	26,550.00	5,000,000.00	4,998,800.00
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,718,565.75	8,642.25	1,725,000.00	1,727,208.00
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,171,886.85	21,476.20	3,215,000.00	3,193,363.05

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019		Qtr to Qtr Change	June 30, 2019	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,283,864.50	21,567.00	10,270,000.00	10,305,431.50
Municipal Bond	1.25%	07/01/20	3,000,000.00	2,978,730.00	17,400.00	3,000,000.00	2,996,130.00
Municipal Bond	1.04%	08/01/20	8,120,000.00	7,955,326.40	81,281.20	8,120,000.00	8,036,607.60
Municipal Bond	1.33%	09/01/20	5,000,000.00	4,927,750.00	48,150.00	5,000,000.00	4,975,900.00
Municipal Bond	1.15%	02/01/21	13,000,000.00	12,830,740.00	119,080.00	13,000,000.00	12,949,820.00
Municipal Bond	2.53%	02/01/21	-	-	4,052,680.00	4,000,000.00	4,052,680.00
Municipal Bond	2.48%	03/01/21	-	-	598,078.60	580,000.00	598,078.60
Municipal Bond	2.48%	03/15/21	10,000,000.00	9,979,300.00	119,000.00	10,000,000.00	10,098,300.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,352,722.65	14,103.40	2,335,000.00	2,366,826.05
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,441,003.80	30,384.90	3,445,000.00	3,471,388.70
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,397,492.80	87,111.20	10,420,000.00	10,484,604.00
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,971,050.00	43,800.00	5,000,000.00	5,014,850.00
Municipal Bond	1.80%	06/01/21	535,000.00	535,679.45	4,756.15	535,000.00	540,435.60
Municipal Bond	1.92%	07/01/21	360,000.00	376,041.60	2,808.00	360,000.00	378,849.60
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,546,078.50	12,834.00	1,550,000.00	1,558,912.50
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,351,984.00	122,778.40	13,360,000.00	13,474,762.40
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,437,513.60	7,733.60	6,905,000.00	7,445,247.20
Municipal Bond	2.45%	09/01/21	-	-	3,854,466.00	3,780,000.00	3,854,466.00
Municipal Bond	2.67%	09/01/21	1,000,000.00	980,750.00	12,550.00	1,000,000.00	993,300.00
Municipal Bond	2.68%	10/01/21	445,000.00	447,202.75	3,568.90	445,000.00	450,771.65
Municipal Bond	2.45%	02/15/22	-	-	3,732,610.20	3,685,000.00	3,732,610.20
Municipal Bond	2.40%	04/01/22	-	-	635,916.15	615,000.00	635,916.15
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,270,896.00	10,482.90	1,245,000.00	1,281,378.90
Municipal Bond	2.42%	05/15/22	785,000.00	805,284.40	10,778.05	785,000.00	816,062.45
Municipal Bond	2.34%	05/15/22	-	-	506,550.00	500,000.00	506,550.00
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,196,460.00	13,848.00	1,200,000.00	1,210,308.00
Municipal Bond	2.42%	06/30/22	-	-	2,476,597.50	2,250,000.00	2,476,597.50
Municipal Bond	2.28%	07/01/22	-	-	1,000,820.00	1,000,000.00	1,000,820.00
Municipal Bond	2.60%	08/01/22	3,550,000.00	3,461,179.00	62,551.00	3,550,000.00	3,523,730.00
Municipal Bond	2.65%	08/01/22	4,565,000.00	4,588,144.55	81,348.30	4,565,000.00	4,669,492.85
Municipal Bond	2.71%	09/15/22	1,000,000.00	1,029,580.00	7,750.00	1,000,000.00	1,037,330.00
Municipal Bond	2.61%	10/01/22	940,000.00	937,368.00	9,879.40	940,000.00	947,247.40
Municipal Bond	2.30%	10/01/22	935,000.00	1,015,194.95	9,527.65	935,000.00	1,024,722.60
Municipal Bond	2.37%	02/01/23	940,000.00	951,251.80	15,256.20	940,000.00	966,508.00
Municipal Bond	2.85%	05/01/23	20,000,000.00	19,854,600.00	422,800.00	20,000,000.00	20,277,400.00
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,828,420.00	46,748.00	5,200,000.00	5,875,168.00
Municipal Bond	2.47%	07/01/23	1,200,000.00	1,226,904.00	9,444.00	1,200,000.00	1,236,348.00
Municipal Bond	2.34%	08/01/23	550,000.00	552,189.00	10,301.50	550,000.00	562,490.50
Municipal Bond	2.71%	08/01/23	750,000.00	728,542.50	15,090.00	750,000.00	743,632.50
Municipal Bond	2.47%	08/01/23	900,000.00	874,251.00	18,108.00	900,000.00	892,359.00
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,105,940.00	14,180.00	1,000,000.00	1,120,120.00
Municipal Bond	2.41%	10/01/23	-	-	1,868,258.80	1,790,000.00	1,868,258.80
Municipal Bond	2.70%	10/15/23	990,000.00	1,016,512.20	25,373.70	990,000.00	1,041,885.90
Municipal Bond	2.63%	03/15/24	-	-	10,253,400.00	10,000,000.00	10,253,400.00
Municipal Bond	2.65%	04/01/24	-	-	10,712,654.40	10,360,000.00	10,712,654.40
Municipal Bond	2.71%	04/01/24	-	-	802,170.00	750,000.00	802,170.00
TOTAL			\$ 623,996,885.22	\$ 625,680,288.32	\$ 20,764,290.57	\$ 638,794,346.24	\$ 646,444,578.89

Book Value Allocation						
	March 31, 2019		June 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	21.34%	133,461,073.01	14.81%	95,122,075.87	-6.52%	(38,338,997.14)
Debt Service Fund	6.94%	43,400,451.59	6.84%	43,927,208.03	-0.10%	526,756.44
Capital Projects Funds	26.68%	166,884,424.98	35.30%	226,712,400.41	8.62%	59,827,975.43
Enterprise Funds	14.63%	91,499,507.50	13.28%	85,295,912.61	-1.35%	(6,203,594.89)
Special Revenue Funds	14.91%	93,282,029.52	14.84%	95,297,693.52	-0.07%	2,015,663.99
Internal Service Funds	13.09%	81,886,885.20	12.57%	80,716,110.36	-0.52%	(1,170,774.84)
Agency Funds	0.48%	2,993,214.03	0.46%	2,922,421.05	-0.02%	(70,792.98)
Component Units	2.01%	12,566,936.51	1.96%	12,615,918.93	-0.04%	48,982.42
115 Trust	-0.08%	(501,209.84)	-0.07%	(443,735.59)	0.01%	57,474.25
Totals	100.00%	625,473,312.50	100.00%	642,166,005.18		16,692,692.68

Market Value Allocation						
	March 31, 2019		June 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	21.34%	133,505,236.71	14.81%	95,755,847.83	-6.52%	(37,749,388.88)
Debt Service Fund	6.94%	43,414,813.27	6.84%	44,219,882.82	-0.10%	805,069.55
Capital Projects Funds	26.68%	166,939,648.83	35.30%	228,222,922.16	8.62%	61,283,273.33
Enterprise Funds	14.63%	91,529,785.67	13.28%	85,864,215.58	-1.35%	(5,665,570.08)
Special Revenue Funds	14.91%	93,312,897.55	14.84%	95,932,635.58	-0.07%	2,619,738.03
Internal Service Funds	13.09%	81,913,982.44	12.57%	81,253,899.38	-0.52%	(660,083.06)
Agency Funds	0.48%	2,994,204.51	0.46%	2,941,892.33	-0.02%	(52,312.18)
Component Units	2.01%	12,571,095.04	1.96%	12,699,975.29	-0.04%	128,880.25
115 Trust	-0.08%	(501,375.70)	-0.07%	(446,692.08)	0.01%	54,683.62
Totals	100.00%	625,680,288.32	100.00%	646,444,578.89		20,764,290.57

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Gov Relations

Department Head: Brandi Youngkin

Agenda Coordinator: Michelle Wariner

CAPTION

To approve a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) regarding the Company’s 2019 Rate Review Mechanism (“RRM”) filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC’s legal counsel.

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

An Ordinance to approve Rate Review Mechanism "RRM" agreement between the Atmos Cities Steering Committee "ACSC" and Atmos Energy Corp., Mid-Tex Division.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/22/2019	Memo
Memo Attachments	8/19/2019	Attachment
Ordinance	8/22/2019	Ordinance
Exhibits	8/19/2019	Exhibit

Date: September 9, 2019

To: Mark D. Israelson, City Manager

From: Brandi Youngkin, Assistant City Manager

Subject: Ordinance to Approve Atmos RRM Tariff

Background and Summary

The City of Plano, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC").

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2019, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2018, entitled it to additional system-wide revenues of \$70 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$54 million, \$39.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$38.7 million instead of the claimed \$54 million. The amount of the \$38.7 million deficiency applicable to ACSC members would be \$28.2 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$35.4 million from ACSC Cities.

The Executive Committee recommends a settlement at this amount. The Effective Date for new rates is October 1, 2019. ACSC members should take action approving the Ordinance before the end of September.

Proof of Revenues

Atmos generated proof that the rate tariffs attached to the Ordinance will generate \$35.4 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

Bill Impact

The impact of the settlement on average residential rates is an increase of \$2.05 on a monthly basis, or 3.7 percent. The increase for average commercial usage will be \$6.18 or 2.31 percent. A bill impact comparison is attached as Attachment 2.

Summary of ACSC's Objection to the Utilities Code Section 104.301 GRIP Process

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM Savings over GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2019, ACSC residents will have a slight economic monthly advantage over comparable GRIP and comparable DARR rates (see Attachment 3).

Explanation of "Be It Ordained" Paragraphs

- I. This section approves all findings in the Ordinance.
- II. This section adopts the RRM rate tariffs.
- III. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$35.4 million from ACSC Cities.
- IV. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
- V. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
- VI. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Ordinance approving new rate tariffs.
- VII. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.
- VIII. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- IX. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
- X. This section provides for an effective date upon passage.
- XI. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

Conclusion

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$70 million in additional system-wide revenues, or \$54 million from ACSC Cities, the RRM settlement at \$35.4 million for ACSC Cities reflects substantial savings to ACSC Cities in the amount of \$18.6 million. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$32.7 million. Settlement at \$35.4 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2019. New rates become effective October 1, 2019.

Attachment 1

Proof of Revenues

**ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - SYSTEMWIDE
TEST YEAR ENDING DECEMBER 31, 2018**

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu
	(a)	(b)	(c)	(d)	(e)
1	Residential				
2	Customer Charge	\$ 18.85	\$ 19.55	18,572,400	
3	Consumption Charge	0.14846	0.17423		876,575,629
4	Revenue Related Taxes				
5	Total Class Revenue				
6					
7	Commercial				
8	Customer Charge	\$ 43.50	\$ 46.50	1,492,740	
9	Consumption Charge	0.09165	0.09924		576,758,305
10	Revenue Related Taxes				
11	Total Class Revenue				
12					
13	Industrial & Transportation				
14	Customer Charge	\$ 784.00	\$ 845.50	9,804	
15	Consumption Charge Tier 1	\$ 0.3312	\$ 0.3572		10,724,328
16	Consumption Charge Tier 2	\$ 0.2425	\$ 0.2616		12,346,302
17	Consumption Charge Tier 3	\$ 0.0520	\$ 0.0561		22,335,700
18	Revenue Related Taxes				
19	Total Class Revenue				
20					
21	Total Excluding Other Revenue				
22					
23					
24	Revenue Related Tax Factor	6.7078%			

Current Revenues	Proposed Revenues	Increase
(f)	(g)	(h)
\$ 350,089,740	\$ 363,090,420	
130,136,418	152,725,772	
32,212,790	34,600,111	
<u>\$ 512,438,948</u>	<u>\$ 550,416,303</u>	<u>\$ 37,977,356</u>
\$ 64,934,190	\$ 69,412,410	
52,859,899	57,237,494	
7,901,436	8,495,470	
<u>\$ 125,695,525</u>	<u>\$ 135,145,374</u>	<u>\$ 9,449,849</u>
\$ 7,686,336	\$ 8,289,282	
3,551,897	3,830,730	
2,993,978	3,229,793	
1,161,456	1,253,033	
1,032,582	1,113,691	
<u>\$ 16,426,250</u>	<u>\$ 17,716,529</u>	<u>\$ 1,290,278</u>
<u>\$ 654,560,722</u>	<u>\$ 703,278,206</u>	<u>\$ 48,717,483</u>

Attachment 2

Bill Impact

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2018**

Line						CURRENT	PROPOSED	CHANGE
1	Rate R @ 47.5 Ccf							
2	Customer charge					\$ 18.85		
3	Consumption charge	47.5	CCF	X \$ 0.14846	=	7.05		
4	Rider GCR Part A	47.5	CCF	X \$ 0.27375	=	13.00		
5	Rider GCR Part B	47.5	CCF	X \$ 0.27485	=	13.06		
6	Subtotal					\$ 51.96		
7	Rider FF & Rider TAX		\$ 51.96	X 0.06708	=	3.49		
8	Total					\$ 55.45		
9								
10	Customer charge						\$ 19.55	
11	Consumption charge	47.5	CCF	X \$ 0.17423	=	8.28		
12	Rider GCR Part A	47.5	CCF	X \$ 0.27375	=	13.00		
13	Rider GCR Part B	47.5	CCF	X \$ 0.27485	=	13.06		
14	Subtotal					\$ 53.89		
15	Rider FF & Rider TAX		\$ 53.89	X 0.06708	=	3.61		
16	Total					\$ 57.50	\$ 2.05	
17								3.70%
18								
19	Rate C @ 367.6 Ccf							
20	Customer charge					\$ 43.50		
21	Consumption charge	367.6	CCF	X \$ 0.09165	=	33.69		
22	Rider GCR Part A	367.6	CCF	X \$ 0.27375	=	100.62		
23	Rider GCR Part B	367.6	CCF	X \$ 0.19927	=	73.25		
24	Subtotal					\$ 251.06		
25	Rider FF & Rider TAX		\$ 251.06	X 0.06708	=	16.84		
26	Total					\$ 267.90		
27								
28	Customer charge						\$ 46.50	
29	Consumption charge	367.6	CCF	X \$ 0.09924	=	36.48		
30	Rider GCR Part A	367.6	CCF	X \$ 0.27375	=	100.62		
31	Rider GCR Part B	367.6	CCF	X \$ 0.19927	=	73.25		
32	Subtotal					\$ 256.85		
33	Rider FF & Rider TAX		\$ 256.85	X 0.06708	=	17.23		
34	Total					\$ 274.08	\$ 6.18	
35								2.31%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2018**

Line						CURRENT	PROPOSED	CHANGE
36	Rate I @ 4066 MMBTU							
37	Customer charge					\$ 784.00		
38	Consumption charge	1,500	MMBTU	X \$ 0.3312 =		496.80		
39	Consumption charge	2,566	MMBTU	X \$ 0.2425 =		622.14		
40	Consumption charge	0	MMBTU	X \$ 0.0520 =		-		
41	Rider GCR Part A	4,066	MMBTU	X \$ 2.6733 =		10,868.51		
42	Rider GCR Part B	4,066	MMBTU	X \$ 0.4491 =		1,825.85		
43	Subtotal					\$ 14,597.30		
44	Rider FF & Rider TAX					979.16		
45	Total					<u>\$ 15,576.46</u>		
46								
47	Customer charge						\$ 845.50	
48	Consumption charge	1,500	MMBTU	X \$ 0.3572 =			535.80	
49	Consumption charge	2,566	MMBTU	X \$ 0.2616 =			671.14	
50	Consumption charge	0	MMBTU	X \$ 0.0561 =			-	
51	Rider GCR Part A	4,066	MMBTU	X \$ 2.6733 =			10,868.51	
52	Rider GCR Part B	4,066	MMBTU	X \$ 0.4491 =			1,825.85	
53	Subtotal					\$ 14,746.80		
54	Rider FF & Rider TAX					989.19		
55	Total					<u>\$ 15,735.99</u>	\$ 159.53	
56								1.02%
57	Rate T @ 4066 MMBTU							
58	Customer charge					\$ 784.00		
59	Consumption charge	1,500	MMBTU	X \$ 0.3312 =		496.80		
60	Consumption charge	2,566	MMBTU	X \$ 0.2425 =		622.14		
61	Consumption charge	0	MMBTU	X \$ 0.0520 =		-		
62	Rider GCR Part B	4,066	MMBTU	X \$ 0.4491 =		1,825.85		
63	Subtotal					\$ 3,728.79		
64	Rider FF & Rider TAX					250.12		
65	Total					<u>\$ 3,978.91</u>		
66								
67	Customer charge						\$ 845.50	
68	Consumption charge	1,500	MMBTU	X \$ 0.3572 =			535.80	
69	Consumption charge	2,566	MMBTU	X \$ 0.2616 =			671.14	
70	Consumption charge	0	MMBTU	X \$ 0.0561 =			-	
71	Rider GCR Part B	4,066	MMBTU	X \$ 0.4491 =			1,825.85	
72	Subtotal					\$ 3,878.29		
73	Rider FF & Rider TAX					260.15		
74	Total					<u>\$ 4,138.44</u>	\$ 159.53	
75								4.01%

Attachment 3

RRM Monthly Savings Over GRIP and DARR Rates

ACSC Margin Advantage Over GRIP and DARR Residential Customers
Effective October 1, 2019

Group	Average Monthly Consumption	Customer Charge	Consumption Charge	Average Bill	Average Monthly Savings
ACSC/RRM	47.5 CCF	\$19.55	\$0.17423	\$27.83	X
Environs GRIP	47.5 CCF	\$19.84	\$0.18653	\$28.70	\$0.87
ATM GRIP	47.5 CCF	\$21.69	\$0.14846	\$28.74	\$0.92
DARR	47.5 CCF	\$21.25	\$0.14924	\$28.34	\$0.51

An Ordinance of the City of Plano, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) regarding the Company’s 2019 Rate Review Mechanism (“RRM”) filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC’s legal counsel.

WHEREAS, the City of Plano, Texas (“City”) is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and

WHEREAS, the attached tariffs (“Exhibit A”) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (“Exhibit B”); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (“Exhibit C”); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications.

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

Section I. That the findings set forth in this Ordinance are hereby in all things approved.

Section II. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section III. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section IV. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section V. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section VI. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

Section VII. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section VIII. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section IX. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section X. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

Section XI. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED on this the 9th day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 19.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.17423 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 46.50 per month
Rider CEE Surcharge	\$ 0.02 per month ²
Total Customer Charge	\$ 46.52 per month
Commodity Charge – All Ccf	\$ 0.09924 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1487	88.49	0.7036
Austin	9.04	0.1537	201.48	1.0000
Dallas	13.07	0.2202	184.64	1.1385
Waco	8.77	0.1470	135.70	0.7744
Wichita Falls	11.40	0.1468	117.90	0.5943

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2018

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2019 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 2,744,088	\$ 2,267,927	\$ 4,724,119	\$ 193,211	\$ 2,621,842	
2	Allocation to Mid-Tex	43.48%	43.48%	73.88%	100.00%	73.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
4	O&M and Capital Allocation Factor	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%	
6		\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	\$ 7,799,544
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	81.35%	81.35%	38.28%	16.24%	38.28%	
11							
12							
13	Total Pension Account Plan	\$ 970,514		\$ 1,336,038			\$ 2,306,553
14	Total Post-Employment Benefit Plan		\$ 802,108			\$ 741,489	1,543,597
15	Total Supplemental Executive Benefit Plan				\$ 31,377		31,377
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 741,489	\$ 3,881,527

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount.
- The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2018
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment		End of Year Rate Base Adjustment	
		Amount (1)	Annual Amortization (2)	Amount	
	(a)	(b)	(c)	(d)	
1	2018	\$ 290,043,948	\$ -	290,043,948	
2	2019	290,043,948	12,085,165	277,958,784	
3	2020	277,958,784	12,085,165	265,873,619	
4	2021	265,873,619	12,085,165	253,788,455	
5	2022	253,788,455	12,085,165	241,703,290	
6	2023	241,703,290	12,085,165	229,618,126	
7	2024	229,618,126	12,085,165	217,532,961	
8	2025	217,532,961	12,085,165	205,447,797	
9	2026	205,447,797	12,085,165	193,362,632	
10	2027	193,362,632	12,085,165	181,277,468	
11	2028	181,277,468	12,085,165	169,192,303	
12	2029	169,192,303	12,085,165	157,107,139	
13	2030	157,107,139	12,085,165	145,021,974	
14	2031	145,021,974	12,085,165	132,936,810	
15	2032	132,936,810	12,085,165	120,851,645	
16	2033	120,851,645	12,085,165	108,766,481	
17	2034	108,766,481	12,085,165	96,681,316	
18	2035	96,681,316	12,085,165	84,596,152	
19	2036	84,596,152	12,085,165	72,510,987	
20	2037	72,510,987	12,085,165	60,425,823	
21	2038	60,425,823	12,085,165	48,340,658	
22	2039	48,340,658	12,085,165	36,255,494	
23	2040	36,255,494	12,085,165	24,170,329	
24	2041	24,170,329	12,085,165	12,085,165	

Exhibit C

25 2042 12,085,165 12,085,165 (0)

27

28

29	Revenue Related Tax Factor		6.71%	See WP_F-5.1
	Revenue Related Taxes on Annual			Amortization * Tax
30	Amortization (see WP_B-6.3)	\$	810,653	Factor
31	Related Taxes (see WP_B-6.3)	\$	<u>12,905,421</u>	Amortization + Taxes

32

33 Notes:

- 34 1. The beginning 2018 balance is the September, 2018 balance. The regulatory
- 35 liability for excess deferred taxes is an estimate. This estimate will be
- 36 finalized when the Company files its federal tax return in July, 2019. To the
- 37 extent that this estimate changes with the filing of the Company's tax return,
- 38 the Company will 'true-up' the amount in the 2020 RRM filing.
- 39 2. The annual amortization of a 24 year recovery period is based on the
- 40 Reverse South Georgia Method.
- 41 3. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Zoning

Department Head: Christina Day

Agenda Coordinator: Karen Suiter

CAPTION

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2019-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; 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: Perfect Land Development, LLC

FINANCIAL SUMMARY

Not Applicable

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

FUND(S): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
P&Z Follow-up	8/30/2019	Memo
Staff Report	9/2/2019	Memo
Locator	8/29/2019	Map
Aerial	8/29/2019	Map
Zoning Exhibit - Bold	8/29/2019	Map
Associated Concept Plan	8/30/2019	Map
Associated Preliminary Site Plan	9/2/2019	Map
Ordinance with Attachments	9/2/2019	Ordinance

DATE: August 20, 2019
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 19, 2019

AGENDA ITEM NO. 1A - PUBLIC HEARING
PUBLIC HEARING: ZONING CASE 2019-004
APPLICANT: PERFECT LAND DEVELOPMENT, LLC

This is a request to amend Planned Development-32-Regional Commercial on 46.1 acres located at the southwest corner of State Highway 121 and Rasor Boulevard in order to modify development standards. Zoned Planned Development-32-Regional Commercial and located within the State Highway 121 Overlay District. Tabled June 17, July 15, and August 5, 2019. Project #ZC2019-004.

APPROVED:	<u>8-0</u>	DENIED:	<u> </u>	TABLED:	<u> </u>
Speaker Card(s) Received	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Letters Received Within 200' Notice Area:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		
Other Responses:	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>		

STIPULATIONS:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; proposed deletions are shown as strike through text.)

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district, unless otherwise specified herein:

1. Uses:

- a. Single-family residence attached and single-family residence detached are is additional permitted uses. A maximum of 100 single-family residence ~~attached~~ units may be constructed.
- b. Food truck park is an additional permitted use.

- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback:
 - a) 600 feet from the centerline of the main lanes of S. H. 121; ~~600 feet.~~
 - b) 50 feet from the southern zoning district boundary; and
 - c) 39 feet from the western zoning district boundary.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the frontage road of S. H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.
 - ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.

- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

- a. Prior to or concurrent with the approval of a building permit for the first phase of single-family development, not to exceed 50 lots, any single family lots west of the drainage and floodway easement, the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses, to include a minimum 10,000 square feet of restaurant and/or retail uses;
 - ii. ~~A building permit for an additional minimum of 10,000 square feet of restaurant and/or retail uses; and~~
 - iii. ii. A preliminary plat for a minimum of 2 acres of open space.
- b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 450,000 square feet of nonresidential uses.
 - ii. A preliminary plat for the remaining open space.

4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:

- a. The planned development must include the following:
 - i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.

- ii. A north-south minor street beginning at Razor Boulevard and extending to the east-west minor street.
- iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.

5. Single-Family Residence ~~Attached~~ Standards:

- a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements, ~~with the following exceptions:~~
 - i. ~~No more than 55% of lots may abut a mews street as their only point of frontage and access.~~
 - ii. ~~Single-family residence attached lots are exempt from the special residential setback slope requirement.~~
 - iii. ~~For lots with frontage on the east-west minor street, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk.~~
 - iv. ~~Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the street must be 5 feet or less or must be 20 feet or greater in length.~~
 - v. ~~Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.~~
- b. Single-family residence detached units must be constructed in accordance with the following standards:
 - i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
 - ii. Minimum Lot Area: 1,500 square feet.
 - iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner).
 - iv. Minimum Lot Depth: 60 feet.
 - v. Maximum height: 3 story, 45 feet.
 - vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street easement unless restricted by easements. If easements are present, 75% of the building face shall be built to the easement line.

- vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as a minimum 3 foot distance is provided.
- viii. Minimum Rear Yard Setback: Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
- ix. Maximum Lot Coverage: 80%.

c. The following standards apply to all single-family uses:

- i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
- ii. Single-family residence lots are exempt from the special residential setback slope requirement.
- iii. For lots with frontage on the east-west minor street and drainage and floodway easement, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk. Stoops must connect to sidewalks along the street and sidewalks or trails within the drainage and floodway easement to provide access to residents.
- iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the alley or mews street must be 5 feet or less or 20 feet or greater in length.
- v. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage spaces, by enclosing the garage with a stationary wall, is prohibited.
- vi. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

6. Open Space:

- a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).
- b. A minimum of 4.0 acres of public open space must be provided with the following standards:
 - i. A maximum of 2.4 acres of the required open space may be located

within a floodplain or drainage and floodway easement if the following improvements are installed/constructed:

- a) In addition to the required screening, a variety of native trees and shrubs must be planted to create a natural aesthetic for residents and guests as approved on the landscape plan.
 - b) North of Cinema Drive: A 12-foot wide pedestrian trail is constructed within the drainage and floodway easement, and two 6-foot wide sidewalks are constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
 - c) South of Cinema Drive: A 12-foot wide concrete pedestrian trail is constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
- ii. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 “Usable Open Space” of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli’s Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

FOR CITY COUNCIL MEETING OF: September 9, 2019 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/amc

xc: Mahesh Thakkar, Perfect Land Development, LLC
Matthew Merritt, Stantec Consulting Service, Inc.
Naga Kolli, Dhanam Realty, LLC
Jeanna Scott, Building Inspections Manager

<https://goo.gl/maps/t3efaeEvNaNtezELA>

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 19, 2019

Agenda Item No. 1A

Public Hearing: Zoning Case 2019-004

Applicant: Perfect Land Development, LLC

DESCRIPTION:

Request to amend Planned Development-32-Regional Commercial on 46.1 acres located at the southwest corner of State Highway 121 and Rasor Boulevard in order to modify development standards. Zoned Planned Development-32-Regional Commercial and located within the State Highway 121 Overlay District. Tabled June 17, July 15, and August 5, 2019. Project #ZC2019-004.

REMARKS:

Planned Development-32-Regional Commercial (PD-32-RC) was established in 2018 to create a mixed-use development centered around a pedestrian-oriented east-west street. The RC district is intended for use in conjunction with the Regional Employment district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The applicant is requesting to amend the planned development district in order to allow single-family residence detached uses with modified development standards and to update phasing and other standards. A preliminary site plan, Mustang Square Residential, and revised site plan, Mustang Square, Block A, Lots 2-6 & 8-10, accompany this request as Agenda Items 1B and 1C.

Surrounding Land Uses and Zoning

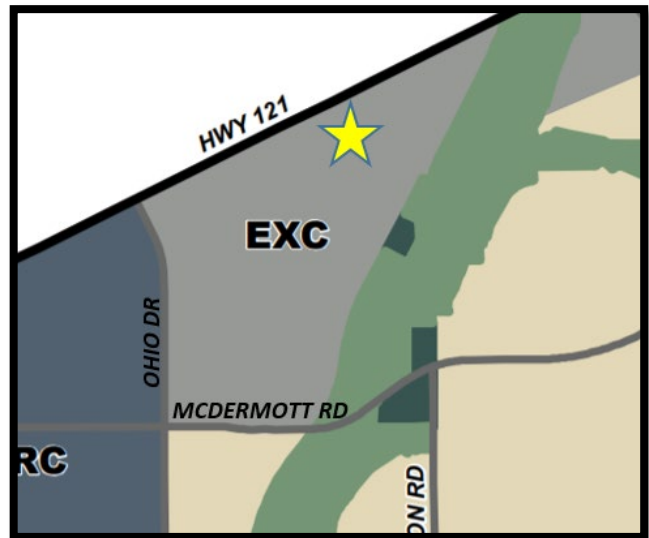
North	Across State Highway 121, new car dealer and undeveloped land located in the City of Frisco
East	Public service yard and park land zoned Neighborhood Office (O-1) with Specific Use Permit No. 57 for Public Service Yard and vacant property zoned RC

South	Existing residential subdivision zoned Planned Development-178-Single-Family Residence-6 (Pasquinelli's Willow Crest)
West	Existing superstore and automobile parts sales zoned RC with Specific Use Permit No. 424 for Building Material Sales and No. 628 for Truck/Bus Leasing

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Map designates this area as Expressway Corridor (EXC).

The Expressway Corridor future land use category applies to development along major expressways serving regional and interstate commerce. Development in these corridors is expected to include a mix of retail, service, office, restaurant, medical, hotel, and technology based uses. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.



The applicant is requesting to allow single-family residence detached as a permitted use in addition to the existing allowed single-family residence attached use. As stated by the EXC designation, due to the noise and health impacts of expressways, residential development is generally not appropriate in these corridors. The applicant addressed this policy concern previously by adopting stipulations which require setbacks and either a landscape buffer or the construction of nonresidential uses to protect residents from the impacts of State Highway 121. Those stipulations are not being modified with this request.

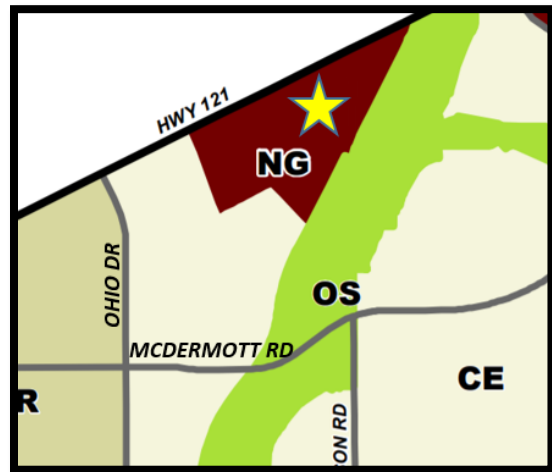
The EXC designation also recommends adequate building setbacks for development adjacent to residential neighborhoods. With this request, the applicant is proposing to locate residential uses closer to the existing neighborhood to the south. To provide adequate separation, the PD stipulations require screening via landscaping and a masonry wall, and the applicant is proposing a minimum building setback for homes.

Allowing an additional single-family housing type within this development will add housing variety, and if appropriately designed and scaled, will be complimentary to the mix of development within the planned development district. This request is in conformance with the EXC designation.

Growth and Change Map - The Growth and Change Map designates the subject property as New Growth (NG).

NG areas are undeveloped areas greater than 50 acres and are expected to experience new development through master-planned projects.

The applicant is requesting to amend some of the standards of the master-planned project. The proposed changes will allow for an additional type of single-family residential dwelling, and will include standards which will support the mix of uses within the development. This request is in conformance with the Growth and Change Map.



Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

This request will provide an additional housing choice with development standards intended to respect the existing neighborhood and businesses. This amendment is in conformance with the Land Use Policy.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property; however, the applicant may be responsible for making improvements to either the water and/or sanitary sewer system to increase the system capacity if required.

School Capacity - Due to summer break, Frisco Independent School District staff has not been able to provide a letter regarding school capacity. According to demographic data within the Planning Department's Annual Report, single-family residence detached homes generate 0.49 students per unit, while single-family residence attached homes generate 0.38 students per unit.

The previous concept plan showed 96 lots, which would generate 37 students per the rate noted above. The proposed unit mix would generate a total of 44 students. Therefore, if adding single-family residence detached homes, this request would generate an additional 7 students.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request. However, in considering the traffic impact using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed residential development mix to the previous proposal for single-family residence attached only.

The table below compares the estimated traffic generation between single-family residence attached units and single-family detached units for a single hour during weekday peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

	AM	PM
Approved Concept Plan		
Townhomes (96 lots)	42	50
Proposed Concept Plan		
Single-Family Detached (63 lots)	49	64
Townhomes (35 lots)	15	18
Total	64	82

From the table above, the proposed zoning request would generate 35% higher morning peak hour trips and 39% evening peak hour trips.

ISSUES:

Changes to Concept Plan

The applicant's proposed concept plan has changed based upon the addition of the new housing type. The previous concept plan showed adequate setbacks for homes and several open space areas, along with other amenities intended to create the mixed-use development. However, some of these items were not established within the PD language. With the new design for the residential areas, which accompanies this request, the applicant is proposing to add language to ensure that setbacks, open space areas, and pedestrian-oriented improvements are included for clarity and consistency with the previous zoning approval and the proposed development form.

Residential Uses and Setbacks

The applicant is proposing to add single-family residence detached homes to diversify the mix of single-family uses. Although there is a proposal to change the type of single-family residence, the applicant is retaining the maximum allowance of 100 single-family residence units currently established within the planned development. The proposed detached homes will be small lots with reduced setbacks consistent with the existing PD-32-RC urban form of development.

Currently, the PD includes a requirement to separate residences from the impacts of State Highway 121. With this request, the applicant is proposing two new setbacks, a minimum 39-foot setback from existing businesses to the west and a minimum 45-foot setback from the existing neighborhood to the south. The proposed setbacks match the previously approved layout associated with the initial zoning approval. These setbacks will provide sufficient area to install necessary screening and access drives and create significant separation from existing development. Staff is in support of the requested single-family residence detached use and associated standards.

Phasing

To ensure a mix of uses, the PD the existing zoning includes phasing stipulations. As part of this zoning request, the applicant is adjusting two aspects of the required phasing:

1. Construction of Homes: Currently, the PD allows 72 homes to be constructed within the first phase of development, located west of the drainage and floodway easement which separates the two residential areas. With this request, the applicant is proposing to construct homes on both sides of the easement, but limit the number of homes to 50 within the first phase. The requested modification will allow the applicant to develop the single-family homes more efficiently by constructing both housing types during the first phase. Staff is in support of this amendment.
2. Timing of Nonresidential Development: The applicant is proposing to move 10,000 square feet of nonresidential development from the first phase to the second phase. A key component of mixed-use development is active uses, such as retail and restaurant space. To ensure active uses are established, the applicant is still including a minimum of 10,000 square feet of retail and restaurant space in Phase 1. Keeping active uses in the first phase is important to garner interest in the development. This request is a minor adjustment to the nonresidential phasing mix and is appropriate with the proposed reduction of homes to be constructed within the first phase. Staff is in support of this amendment.

Open Space

Regarding proposed open space, the applicant is including language to require improved pedestrian access to open spaces. Homes which front the drainage and floodway easement will have stoops and sidewalks that will connect to proposed trails and sidewalks located adjacent to the easement. Additionally, the applicant is proposing a 12-foot wide pedestrian trail within the drainage and floodway easement. These changes will improve pedestrian connectivity throughout the drainage and floodway area and through the subject property. The drainage and floodway easement will also be improved with a variety of trees and shrubs to achieve a natural aesthetic to support the use of the area as open space for residents.

SUMMARY:

The applicant is requesting to amend Planned Development-32-Regional Commercial to allow single-family residence detached uses with associated development standards and to modify setbacks for residential properties, phasing requirements, and standards for open space. The request is in conformance with the recommendations of the Comprehensive Plan and will allow for greater diversity of single-family housing with associated standards to support a pedestrian-oriented environment for residents. Staff is in support of the requested amendments.

RECOMMENDATION:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; proposed deletions are shown as strike through text.)

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district, unless otherwise specified herein:

1. Uses:

- a. Single-family residence attached and single-family residence detached are ~~is~~ additional permitted uses. A maximum of 100 single-family residence ~~attached~~ units may be constructed.
- b. Food truck park is an additional permitted use.
- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback:
 - a) 600 feet from the centerline of the main lanes of S. H. 121; ~~600 feet.~~
 - b) 50 feet from the southern zoning district boundary; and
 - c) 39 feet from the western zoning district boundary.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking

structures, must be constructed between residential uses and the frontage road of S. H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.

- ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

- a. Prior to or concurrent with the approval of a building permit for the first phase of single-family development, not to exceed 50 lots, ~~any single-family lots west of the drainage and floodway easement,~~ the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses, to include a minimum 10,000 square feet of restaurant and/or retail uses;
 - ii. ~~A building permit for an additional minimum of 10,000 square feet of restaurant and/or retail uses; and~~
 - iii. ~~ii.~~ A preliminary plat for a minimum of 2 acres of open space.
- b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 450,000 square feet of nonresidential uses.

- ii. A preliminary plat for the remaining open space.
- 4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:
 - a. The planned development must include the following:
 - i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.
 - ii. A north-south minor street beginning at Rasor Boulevard and extending to the east-west minor street.
 - iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.
- 5. Single-Family Residence ~~Attached~~ Standards:
 - a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements, ~~with the following exceptions:~~
 - ~~i. No more than 55% of lots may abut a mews street as their only point of frontage and access.~~
 - ~~ii. Single family residence attached lots are exempt from the special residential setback slope requirement.~~
 - ~~iii. For lots with frontage on the east west minor street, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk.~~
 - ~~iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the street must be 5 feet or less or must be 20 feet or greater in length.~~
 - ~~v. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.~~
 - b. Single-family residence detached units must be constructed in accordance with the following standards:
 - i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
 - ii. Minimum Lot Area: 1,500 square feet.
 - iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner).

- iv. Minimum Lot Depth: 60 feet.
- v. Maximum height: 3 story, 45 feet.
- vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street easement unless restricted by easements. If easements are present, 75% of the building face shall be built to the easement line.
- i. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as a minimum 3 foot distance is provided.
- ii. Minimum Rear Yard Setback: Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
- ix. Maximum Lot Coverage: 80%.

c. The following standards apply to all single-family uses:

- i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
- ii. Single-family residence lots are exempt from the special residential setback slope requirement.
- iii. For lots with frontage on the east-west minor street and drainage and floodway easement, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk. Stoops must connect to sidewalks along the street and sidewalks or trails within the drainage and floodway easement to provide access to residents.
- iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the alley or mews street must be 5 feet or less or 20 feet or greater in length.
- v. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage spaces, by enclosing the garage with a stationary wall, is prohibited.
- vi. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

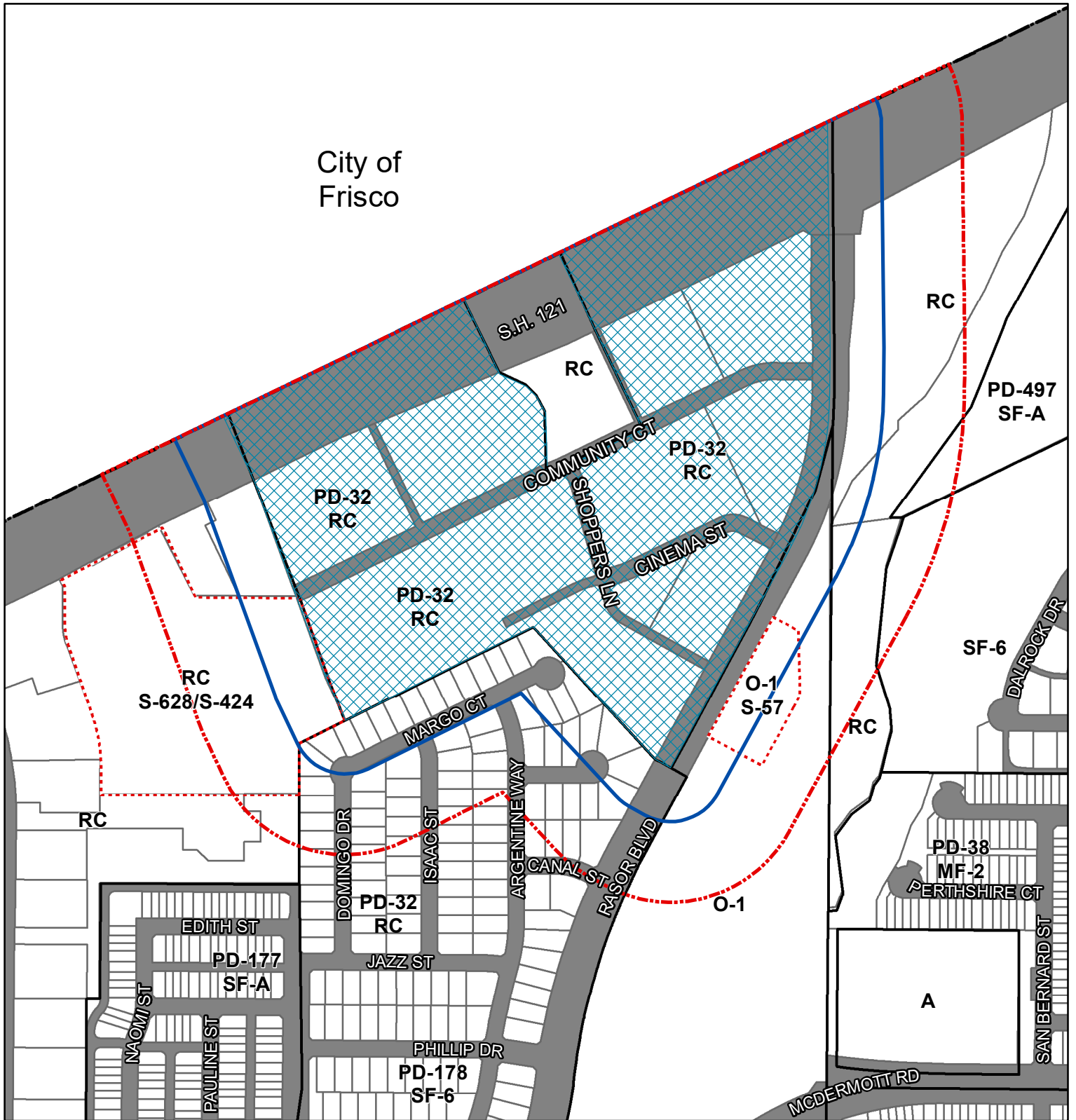
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 - i. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement if the following improvements are installed/constructed:
 - a) In addition to the required screening, a variety of native trees and shrubs must be planted to create a natural aesthetic for residents and guests as approved on the landscape plan.
 - b) North of Cinema Drive: A 12-foot wide pedestrian trail is constructed within the drainage and floodway and two 6-foot wide sidewalks are constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
 - c) South of Cinema Drive: A 12-foot wide concrete pedestrian trail is constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
 - ii. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 "Usable Open Space" of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

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City of Frisco

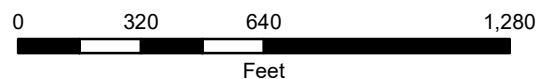
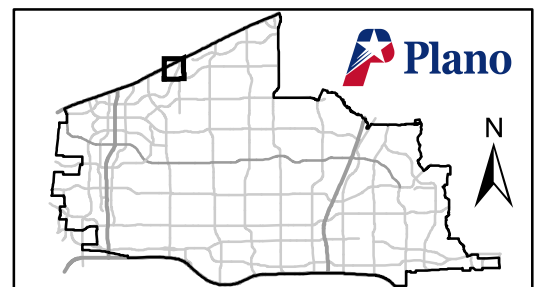


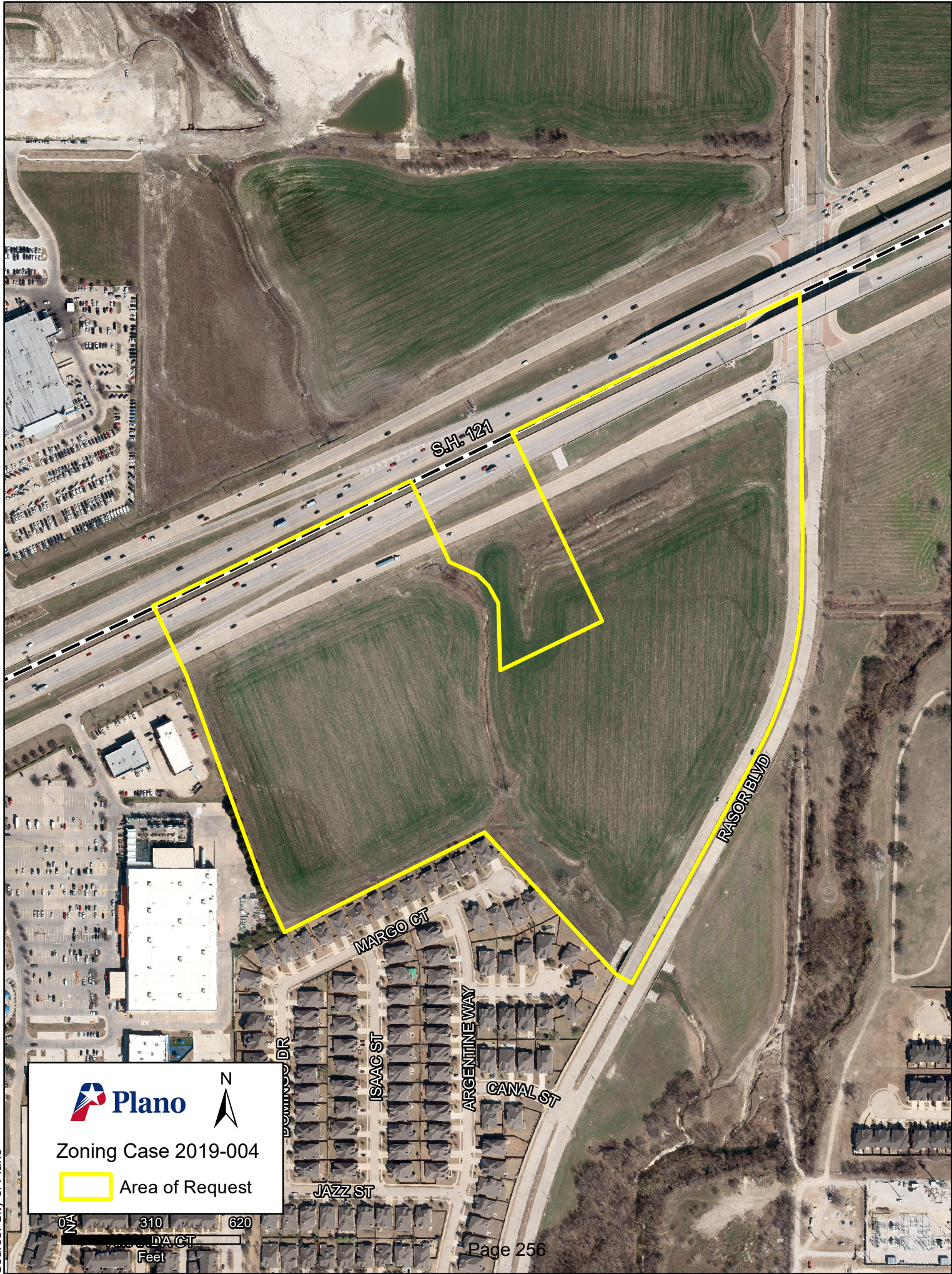
Zoning Case: 2019-004

Existing Zoning: Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District

Proposed Zoning: Amend Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District

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





Zoning Case 2019-004

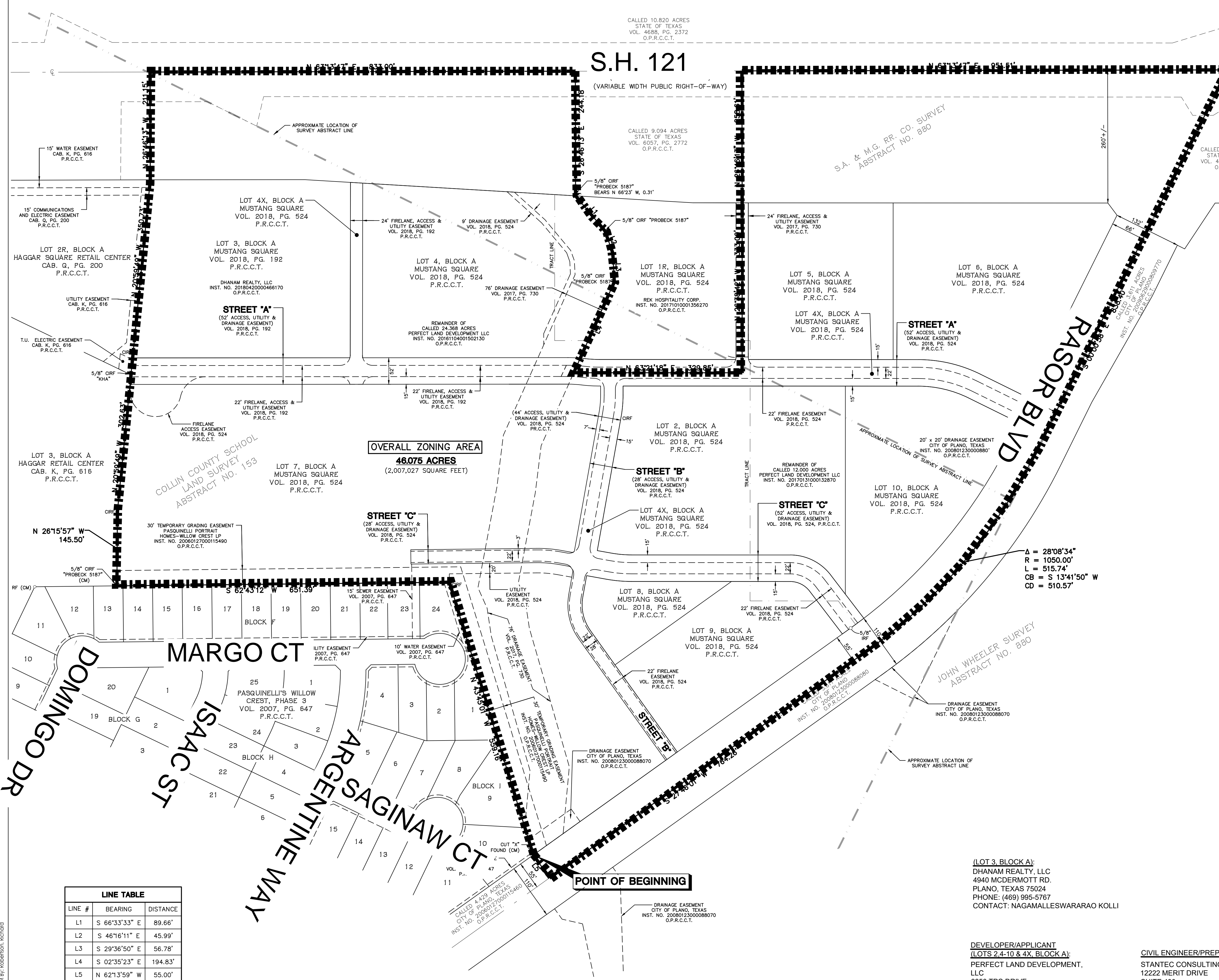


Area of Request

0 310 620
Feet

* NOTES *

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED. THIS IS NOT A BOUNDARY SURVEY.
2. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO THE DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



ZONING DESCRIPTION

BEING A 46.075 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, AND THE S.A. & M.G. RR. CO. SURVEY, ABSTRACT NO. 880, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOTS 2, 4, 5, 6, 7, 8, 9, 10, AND 4X, BLOCK A OF MUSTANG SQUARE ADDITION TO THE CITY OF PLANO ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 524, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), BEING ALL OF LOT 3, BLOCK A OF MUSTANG SQUARE ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 192, P.R.C.C.T., AND BEING OUT OF THE REMAINDER OF A CALLED 12,000 ACRE TRACT OF LAND AND THE REMAINDER OF A CALLED 24,368 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEEDS WITH VENDOR'S LIEN TO PERFECT LAND DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NUMBERS 20170131000132870 AND 20161104001502130, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO DHANAM REALTY, LLC RECORDED IN INSTRUMENT NUMBER 2018042000466170, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 10, BLOCK 1 OF PASQUINELLI'S WILLOW CREST, PHASE 3, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2007, PAGE 647, P.R.C.C.T., AND BEING IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RASOR BOULEVARD ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A AND SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, THE FOLLOWING CALLS:

NORTH 43°45'01" WEST, A DISTANCE OF 559.16 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 7, BLOCK A, SAME BEING THE MOST NORTHERLY CORNER OF LOT 24, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

SOUTH 62°43'122" WEST, A DISTANCE OF 651.39 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 3, BLOCK A OF HAGGAR SQUARE RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, PAGE 616, P.R.C.C.T., SAID POINT ALSO BEING IN THE NORTHERLY LINE OF LOT 13, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

THENCE NORTH 26°15'57" WEST, ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A, AND SAID LOT 3, BLOCK A, A DISTANCE OF 145.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

THENCE ALONG THE WEST LINE OF LOTS 7, 4X, AND 3, BLOCK A OF SAID MUSTANG SQUARE, THE FOLLOWING CALLS:

NORTH 20°59'49" WEST, A DISTANCE OF 302.63 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

NORTH 20°59'49" WEST, A DISTANCE OF 350.73 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 3, BLOCK A, SAME BEING THE NORTHEAST CORNER OF LOT 2R, BLOCK A OF HAGGAR SQUARE RETAIL CENTER AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AND FROM WHICH A 5/8-INCH IRON ROD BEARS NORTH 36°58' EAST, A DISTANCE OF 0.47 FEET FOUND;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, OVER AND ACROSS SAID STATE HIGHWAY NO. 121, THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 211.15 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 833.00 FEET TO A POINT FOR CORNER;

SOUTH 26°46'13" EAST, A DISTANCE OF 244.18 FEET TO A POINT FOR THE MOST NORTHERLY CORNER OF SAID LOT 4, BLOCK A, SAME BEING THE MOST WESTERLY CORNER OF LOT 1R, BLOCK A OF SAID MUSTANG SQUARE ADDITION, AND FROM WHICH A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" BEARS NORTH 66°23' WEST, A DISTANCE OF 0.31 FEET, AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121, ALONG THE COMMON LINE OF SAID LOT 4, BLOCK A AND SAID LOT 1R, BLOCK A, THE FOLLOWING CALLS:

SOUTH 66°33'33" EAST, A DISTANCE OF 89.66 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 46°16'11" EAST, A DISTANCE OF 45.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

SOUTH 29°36'50" EAST, A DISTANCE OF 56.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 02°35'23" EAST, AT A DISTANCE OF 194.83 FEET PASSING THE NORTH LINE OF SAID LOT 4X, BLOCK A, CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A IN ALL FOR A TOTAL DISTANCE OF 194.83 FEET TO A POINT FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A, THE FOLLOWING CALLS:

NORTH 63°21'18" EAST, A DISTANCE OF 329.85 FEET TO A POINT FOR CORNER;

NORTH 26°38'42" WEST, A DISTANCE OF 333.00 FEET TO A POINT FOR CORNER IN SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID STATE HIGHWAY NO. 121 AND RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 258.61 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 951.51 FEET TO A POINT FOR CORNER IN THE CENTERLINE INTERSECTION OF SAID STATE HIGHWAY NO. 121 AND SAID RASOR BOULEVARD;

SOUTH 00°00'58" EAST, A DISTANCE OF 838.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°08'34" FOR AN ARC LENGTH OF 515.74 FEET HAVING A CHORD BEARING OF SOUTH 13°41'50" WEST AND A CHORD DISTANCE OF 510.57 FEET TO THE POINT OF TANGENCY;

SOUTH 27°46'01" WEST, A DISTANCE OF 764.26 FEET TO A POINT FOR CORNER;

NORTH 62°13'59" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 46.075 ACRES OR 2,007,027 SQUARE FEET OF LAND.

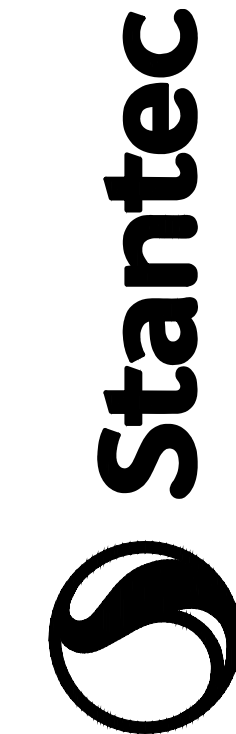
ZONING EXHIBIT
CITY PROJECT NO. ZC2019-004
MUSTANG SQUARE
LOTS 2-10 & 4X, BLOCK A

BEING 46.075 ACRES OUT OF THE
S.A. & M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
MAY 10, 2019

(LOT 3, BLOCK A):
DHANAM REALTY, LLC
4940 MCDERMOTT RD.
PLANO, TEXAS 75024
PHONE: (469) 995-5767
CONTACT: NAGAMALLESWARARAO KOLLI

DEVELOPER/APPLICANT
(LOTS 2-10 & 4X, BLOCK A):
PERFECT LAND DEVELOPMENT, LLC
6850 TPC DRIVE
SUITE 108
MCKINNEY, TEXAS 75070
PHONE: (214) 395-6757
CONTACT: MAHESH THAKKAR

CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBE # F-6324



TBE # F-6324
TBE # 1019229
12222 Merit Drive Suite 400
Dallas TX 75251
www.stantec.com

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Client/Project
PERFECT LAND DEVELOPMENT, LLC

MUSTANG SQUARE
LOTS 2-10 & 4X, BLOCK A
CITY OF PLANO, COLLIN COUNTY, TEXAS

Title
ZONING EXHIBIT

Permit-Seal

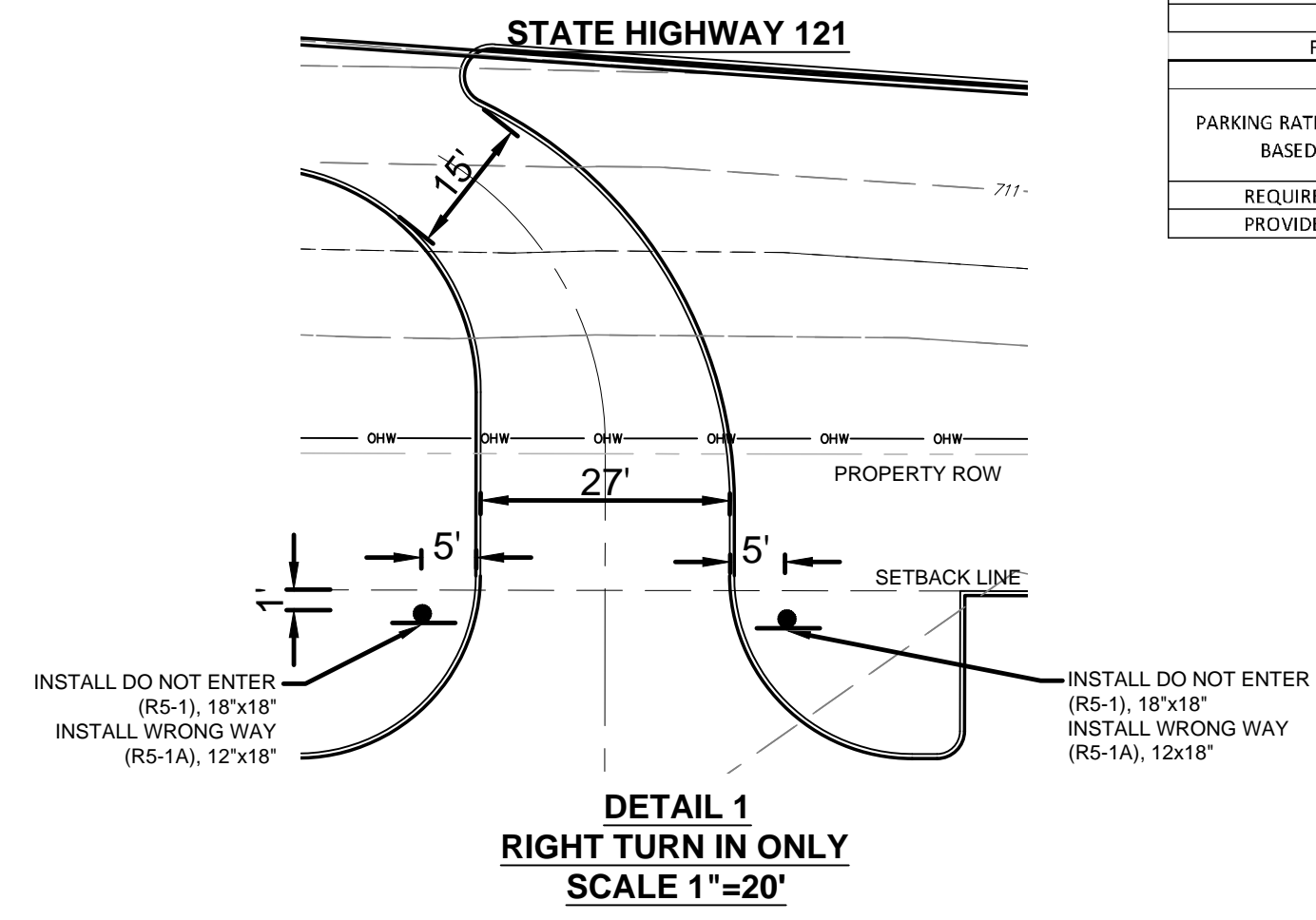
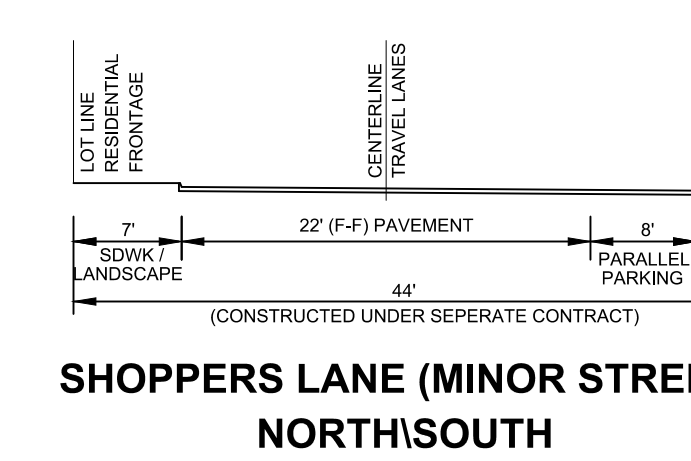
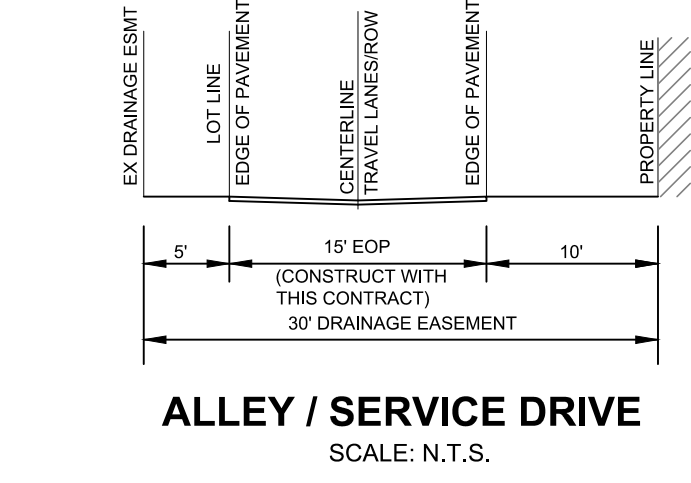
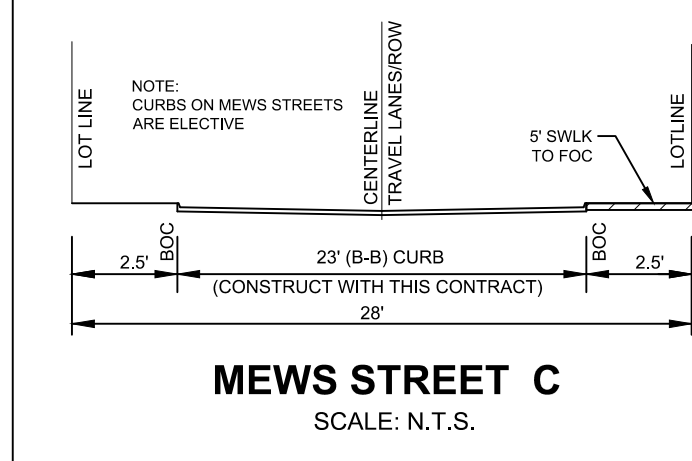
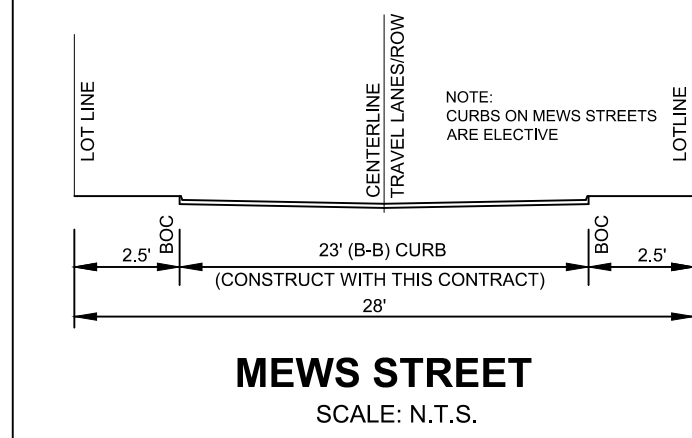
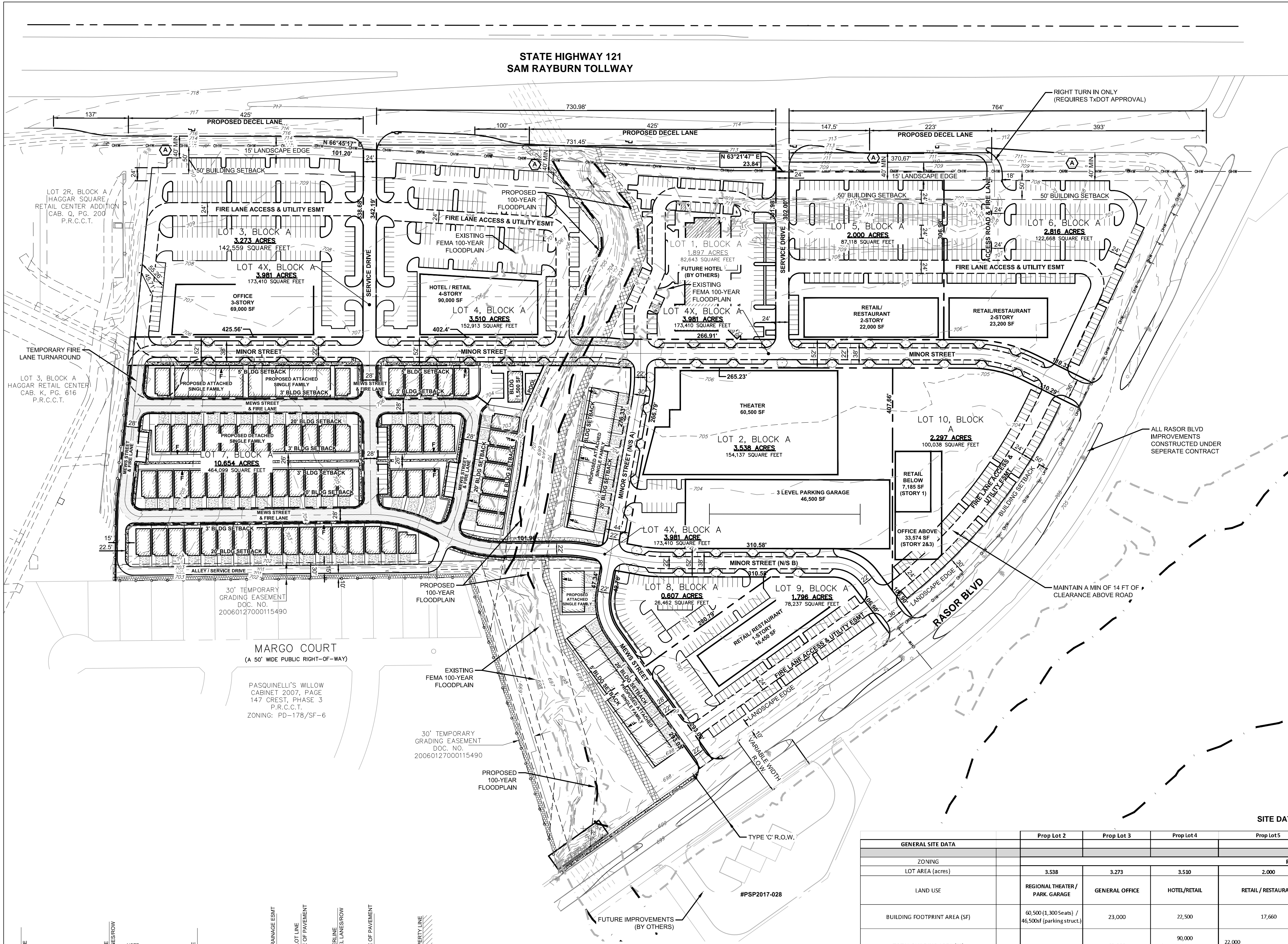


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SITE DATA SUMMARY TABLE									
GENERAL SITE DATA	Prop Lot 2	Prop Lot 3	Prop Lot 4	Prop Lot 5	Prop Lot 6	Prop Lot 8	Prop Lot 9	Prop Lot 10	TOTAL
ZONING	PLANNED DEVELOPMENT-REGIONAL COMMERCIAL								
LOT AREA (acres)	3.538	3.273	3.510	2.000	2.816	0.607	1.796	2.297	19.84
LAND USE	REGIONAL THEATER / PARK GARAGE	GENERAL OFFICE	HOTEL/RETAIL	RETAIL / RESTAURANT	RETAIL / RESTAURANT	Parking	RESTAURANT/RETAIL	GENERAL OFFICE / RETAIL	
BUILDING FOOTPRINT AREA (SF)	60,500 (1,300 Seats) / 46,500 (parking struct.)	23,000	22,500	17,660	13,000	0	16,450	16,787	216,397
TOTAL BUILDING AREA (SF)	107,000	69,000	90,000 (130 KEYS, 7,200 SF RETAIL)	22,000 (11,000 SF RETAIL & 11,000 SF RESTAURANT)	23,200 (11,600 SF RETAIL & 11,600 SF RESTAURANT)	NA	16,450 (11,300 SF RETAIL & 5,150 SF RESTAURANT)	7,305 RETAIL (Lower Story) & 33,574 GENERAL OFFICE* (2 story)	368,409
BUILDING HEIGHT (# OF STORIES)	1 / 3	3	4	2	2	NA	3	3	N/A
LOT COVERAGE	69.43%	16.17%	14.72%	20.27%	10.60%	NA	21.03%	16.78%	25.04%
FLOOR AREA RATIO	39.26%	49%	58.86%	25.25%	18.91%	NA	21.03%	40.66%	42.64%
PARKING									
PARKING RATIO (FROM ZONING ORDINANCE) BASED ON TOTAL FLOOR AREA	1:3 SEATS	1:300	1:200 / 1.25key	1:200 / 1:300	1:200 / 1:300	NA	1:200 / 1:300	1:200 / 1:300	N/A
REQUIRED PARKING (# OF SPACES)	433	230	199	165	174	NA	108	148	1,457
PROVIDED PARKING (# OF SPACES)	463	218	199	165	174	59	109	93	1,480

DEVELOPER/APPLICANT:
(LOTS 2,3,4,5,6,8,9,10 BLOCK A):
PERFECT LAND DEVELOPMENT, LLC
6850 TPC DRIVE
SUITE 108
McKINNEY, TEXAS 75070
PHONE: (214) 395-6757
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CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBPE #: F-63224

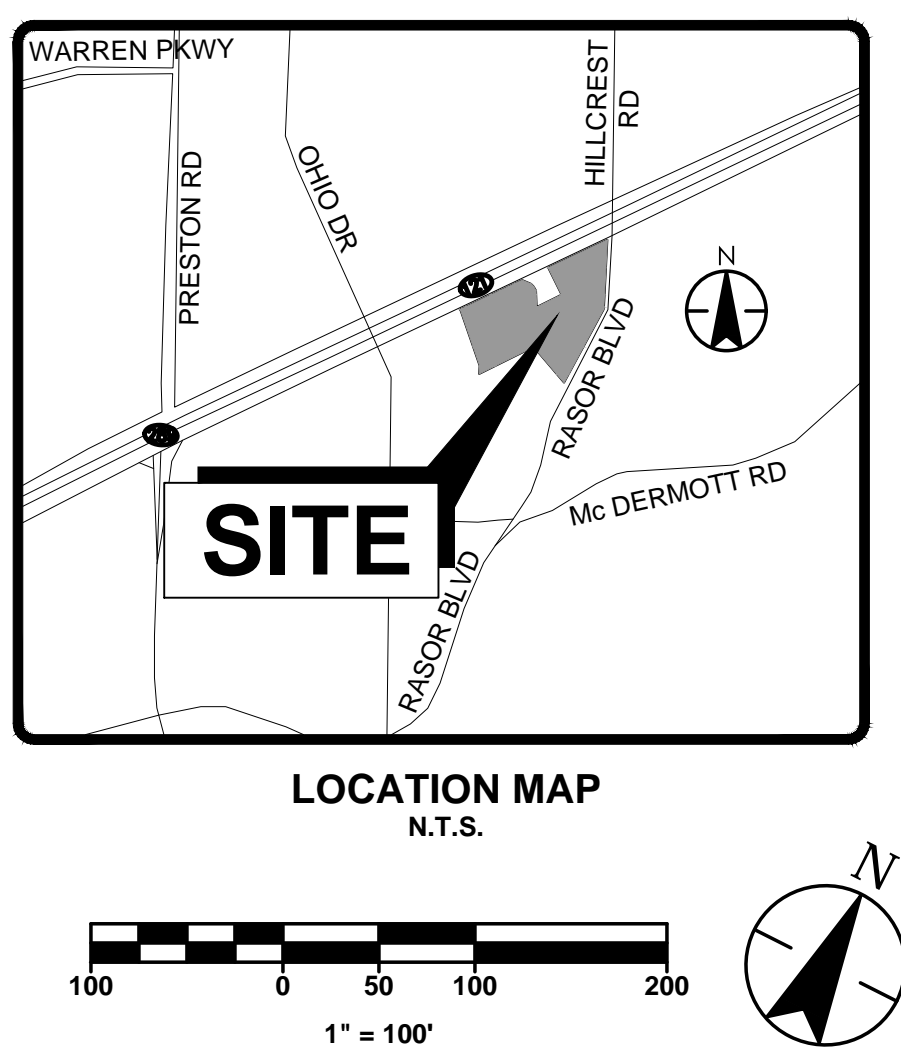
SURVEYOR:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
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DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MIKE MURPHY, RPLS
TBPLS #: F-10194229

APPROVED
AUGUST 19, 2019
CITY OF PLANO
P&Z COMMISSION

EXPIRES
AUGUST 19, 2021
CITY OF PLANO

REVISED CONCEPT PLAN
CITY PROJECT NO. RCP2019-005
MUSTANG SQUARE
LOTS 2,3,4,5,6,8,9,10 BLOCK A

BEING 19.84 ACRES OUT OF THE
S.A.&M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 12, 2019



THE PURPOSE OF THE REVISED CONCEPT PLAN IS TO SHOW MODIFIED AND PROPOSED LOT LINES FOR LOT 7 BLOCK A CITY PROJECT # PSP2019-014

NOTE:
15' LANDSCAPE EDGE IS DEPENDANT ON MAINTAINING 40' OF UNPAVED R.O.W. AND LANDSCAPE EDGE

Client/Project
PERFECT LAND DEVELOPMENT, LLC

Permit-Seal
PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes

Engineer
KYLON M. WILSON
77525 Date: 8/19/2019

MUSTANG SQUARE
LOT 2, 3 AND 4X, BLOCK A
CITY OF PLANO, COLLIN COUNTY, TEXAS

Client/Project
PERFECT LAND DEVELOPMENT, LLC

Permit-Seal
PRELIMINARY
FOR REVIEW ONLY
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Engineer
KYLON M. WILSON
77525 Date: 8/19/2019

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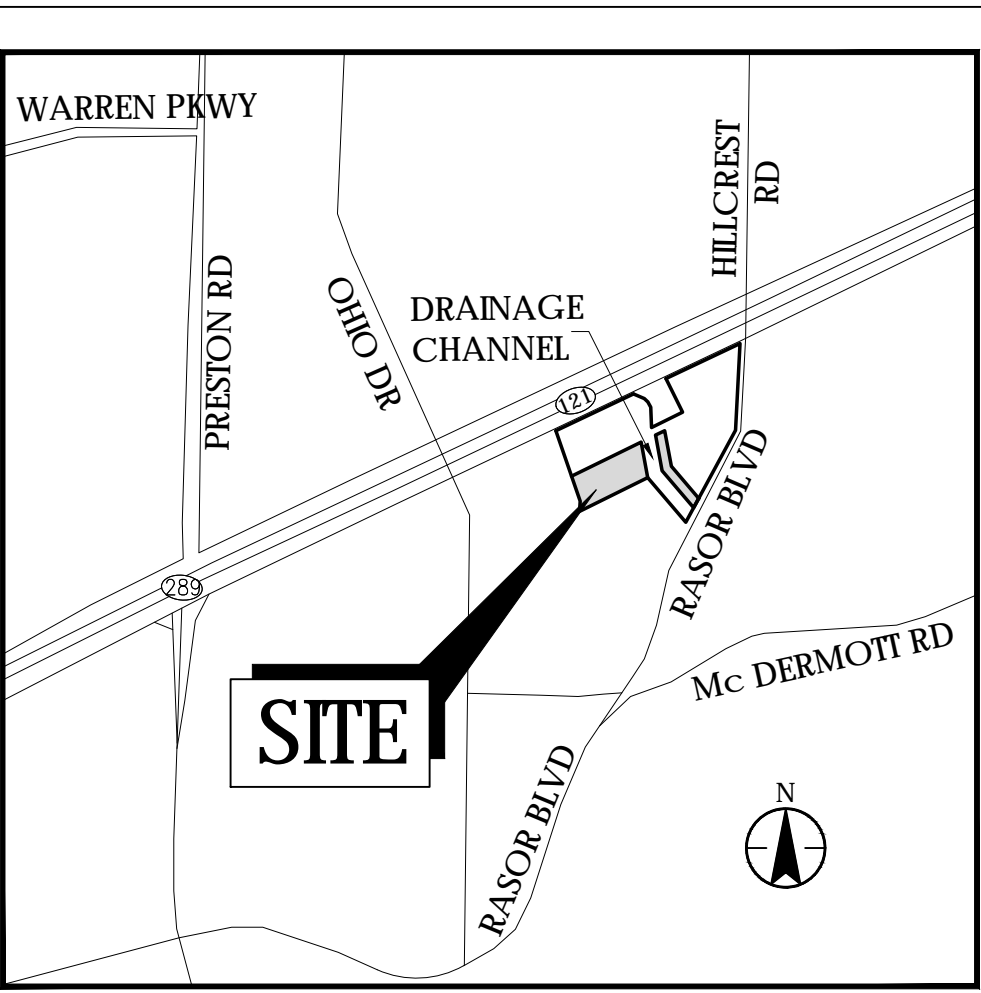
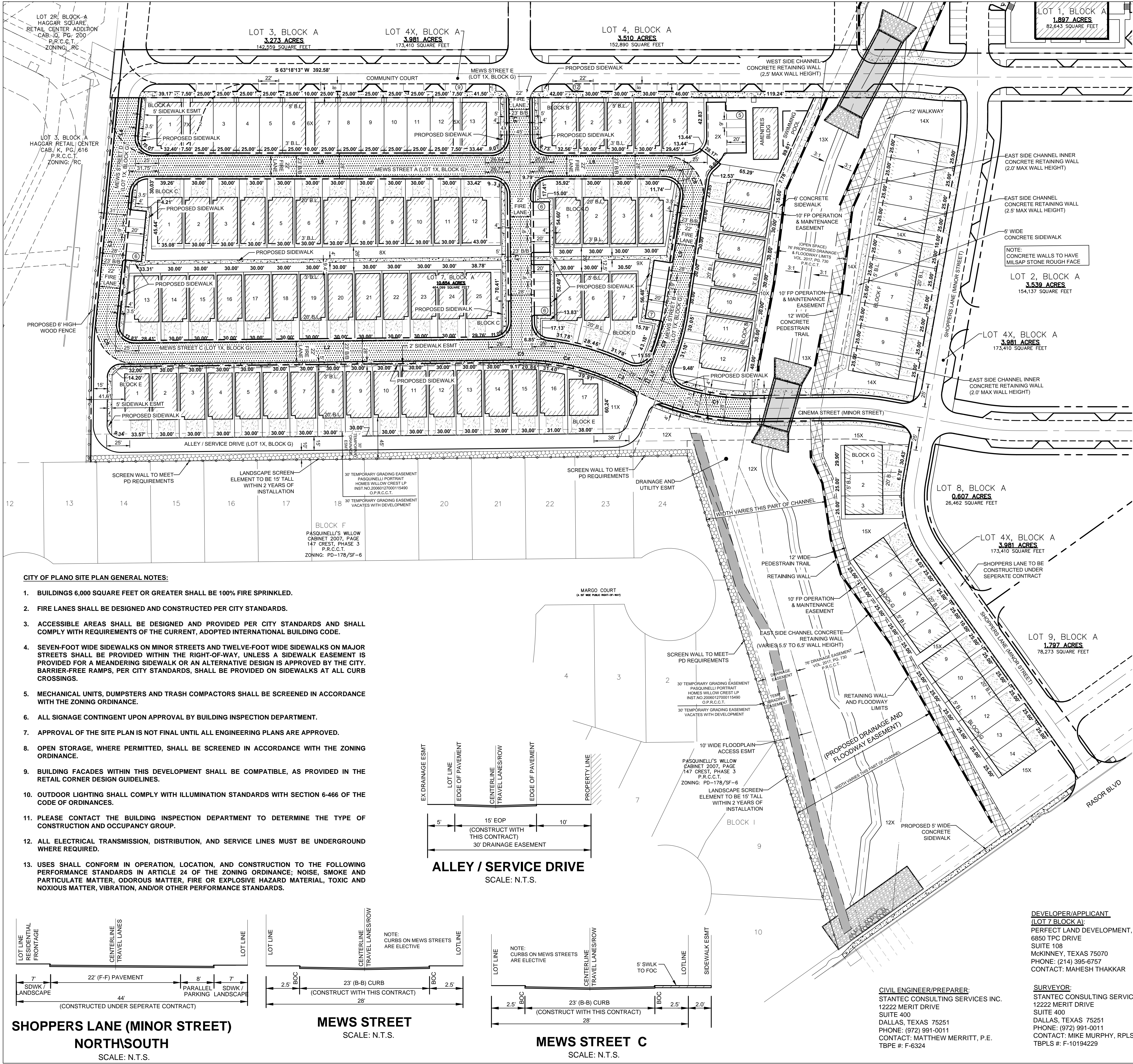
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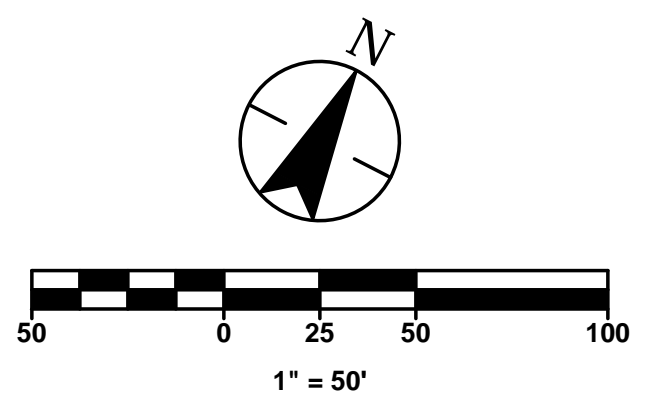
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VICINITY MAP

NOT TO SCALE



LEGEND

EXISTING CONTOUR	710
PROPERTY LINE	
LANDSCAPE EDGE	
SETBACK	
CENTERLINE	
RIGHT-OF-WAY (ROW) OR MEWS STREET LIMITS/LOT LINE	
FIRELANE	
EDGE OF PAVEMENT (EOP)	
CURB	
EXISTING CURB	
OVERHEAD UTILITY	
EXISTING WATER	
EXISTING WASTEWATER	
EXISTING STORM	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING WATER TEE	
EXISTING CATCHBASIN	
EXISTING MANHOLE	
EXISTING ELEC EQUIPMENT	
EXISTING TELEPHONE EQUIPMENT	
EXISTING SIGN	
EXISTING POWER POLE	
PROPOSED FIRE LANE ACCESS & UTILITY EASEMENT	
PROPOSED CONCRETE SIDEWALK	
PROPOSED CONCRETE TRAIL/WALKWAY	
STREET NAME CHANGE DIAMOND	

- NOTES:
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - *COORDINATES SHOWN HEREON REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
 - DIMENSIONS AS PER CITY OF PLANO STANDARDS.

APPROVED
AUGUST 19, 2019
CITY OF PLANO
P&Z COMMISSION

EXPIRES
AUGUST 19, 2021
CITY OF PLANO

PRELIMINARY SITE PLAN
MUSTANG SQUARE RESIDENTIAL
CITY PROJECT #PSP2019-014

63 SINGLE-FAMILY RESIDENCE LOTS, 35 SINGLE FAMILY RESIDENCE ATTACHED LOTS AND 15 COMMON AREAS BEING 10.654 ACRES OUT OF THE S.A.&M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880 COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153 CITY OF PLANO, COLLIN COUNTY, TEXAS
AUGUST 13, 2019

Client/Project
PERFECT LAND DEVELOPMENT, LLC

SINGLE FAMILY, LOT 7 BLOCK A

CITY OF PLANO, COLLIN COUNTY, TEXAS

Title
PRELIMINARY SITE PLAN

Permit-Seal

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Stantec
Engineer
KYLON M. WILSON
P.E. No. 77529 Date: 07/19/2019

Project Number: 222011143
File Name: 11431_c2_401_psp.dwg

STANTEC	BC	KW	19.07.10
Dwn.	Chkd.	Dsgn.	YY.M.M.DD

Drawing No. SP.1

Revision Sheet

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1 of 2

12222 Merit Drive Suite 400
Dallas TX 75251
www.stantec.com
The Contractor shall verify and be responsible for all dimensions, DO NOT scale.
The City of Plano reserves the right to amend or modify this plan at any time without notice.
The City of Plano reserves the right to amend or modify this plan at any time without notice.
The City of Plano reserves the right to amend or modify this plan at any time without notice.
or use for any purpose other than that authorized by Stantec is forbidden.

Issue

By

Appd.

Issued

By

Appd.

Revision

Zoning Case 2019-004

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; 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 9th day of September 2019, for the purpose of considering amending Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas; 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 9th day of September 2019; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Rasor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards, said property being described in the legal description on Exhibit A attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district, unless otherwise specified herein:

1. Uses:

- a. Single-family residence attached and single-family residence detached are additional permitted uses. A maximum of 100 single-family residence units may be constructed.
- b. Food truck park is an additional permitted use.
- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback:
 - a) 600 feet from the centerline of the main lanes of S. H. 121;
 - b) 50 feet from the southern zoning district boundary; and
 - c) 39 feet from the western zoning district boundary.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the

frontage road of S. H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.

- ii. Condition 2: A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. Block Length: The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

- a. Prior to or concurrent with the approval of a building permit for the first phase of single-family development, not to exceed 50 lots, the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses, to include a minimum 10,000 square feet of restaurant and/or retail uses;
 - ii. A preliminary plat for a minimum of 2 acres of open space.
- b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 50,000 square feet of nonresidential uses.

- ii. A preliminary plat for the remaining open space.
- 4. Streets and Sidewalks: Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:
 - a. The planned development must include the following:
 - i. An east-west minor street beginning at Rasor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.
 - ii. A north-south minor street beginning at Rasor Boulevard and extending to the east-west minor street.
 - iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.
- 5. Single-Family Residence Standards:
 - a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements.
 - b. Single-family residence detached units must be constructed in accordance with the following standards:
 - i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
 - ii. Minimum Lot Area: 1,500 square feet.
 - iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner).
 - iv. Minimum Lot Depth: 60 feet.
 - v. Maximum Height: 3 story, 45 feet.
 - vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street easement unless restricted by easements. If easements are present, 75% of the building face shall be built to the easement line.
 - vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as a minimum 3 foot distance is provided.

viii. Minimum Rear Yard Setback: Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.

ix. Maximum Lot Coverage: 80%.

c. The following standards apply to all single-family uses:

- i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
- ii. Single-family residence lots are exempt from the special residential setback slope requirement.
- iii. For lots with frontage on the east-west minor street and drainage and floodway easement, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk. Stoops must connect to sidewalks along the street and sidewalks or trails within the drainage and floodway easement to provide access to residents.
- iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the alley or mews street must be 5 feet or less or 20 feet or greater in length.
- v. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage spaces, by enclosing the garage with a stationary wall, is prohibited.
- vi. Parking: 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

6. Open Space:

- a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).
- b. A minimum of 4.0 acres of public open space must be provided with the following standards:
 - i. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement if the following improvements are installed/constructed:
 - a) In addition to the required screening, a variety of native trees and shrubs must be planted to create a natural aesthetic for residents

and guests as approved on the landscape plan.

- b) North of Cinema Drive: A 12-foot wide pedestrian trail is constructed within the drainage and floodway easement, and two 6-foot wide sidewalks are constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
 - c) South of Cinema Drive: A 12-foot wide concrete pedestrian trail is constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
- ii. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 "Usable Open Space" of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli's Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

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 Ordinance shall remain in full force and effect.

Section V. The repeal of any ordinance or part of ordinances affectuated 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 the Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 9TH DAY OF SEPTEMBER 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2019-004

BEING A 46.075 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, AND THE S.A. & M.G. RR. CO SURVEY, ABSTRACT NO. 880, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOTS 2, 4, 5, 6, 7, 8, 9, 10, AND 4X, BLOCK A OF MUSTANG SQUARE AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 524, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), BEING ALL OF LOT 3, BLOCK A OF MUSTANG SQUARE ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 192, P.R.C.C.T., AND BEING OUT OF THE REMAINDER OF A CALLED 12.000 ACRE TRACT OF LAND AND THE REMAINDER OF A CALLED 24.368 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEEDS WITH VENDOR'S LIEN TO PERFECT LAND DEVELOPMENT LLC, RECORDED IN INSTRUMENT NUMBERS 20170131000132870 AND 20161104001502130, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO DHANAM REALTY LLC RECORDED IN INSTRUMENT NUMBER 20180420000466170, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 10, BLOCK I OF PASQUINELLI'S WILLOW CREST, PHASE 3, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2007, PAGE 647, P.R.C.C.T., AND BEING IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RASOR BOULEVARD ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A AND SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, THE FOLLOWING CALLS:

NORTH 43°45'01" WEST, A DISTANCE OF 559.16 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 7, BLOCK A, SAME BEING THE MOST NORTHERLY CORNER OF LOT 24, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

SOUTH 62°43'122" WEST, A DISTANCE OF 651.39 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 3, BLOCK A OF HAGGAR RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, PAGE 616, P.R.C.C.T., SAID POINT ALSO BEING IN THE NORTHERLY LINE OF LOT 13, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

THENCE NORTH 26°15'57" WEST, ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A, AND SAID LOT 3, BLOCK A, A DISTANCE OF 145.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

THENCE ALONG THE WEST LINE OF LOTS 7, 4X, AND 3, BLOCK A OF SAID MUSTANG SQUARE, THE FOLLOWING CALLS:

NORTH 20°59'49" WEST, A DISTANCE OF 302.63 FEET TO A 5/8- INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

NORTH 20°59'49" WEST, A DISTANCE OF 350.73 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 3, BLOCK A, SAME BEING THE NORTHEAST CORNER OF LOT 2R, BLOCK A OF HAGGAR SQUARE RETAIL CENTER AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AND FROM WHICH A 5/8-INCH IRON ROD BEARS NORTH 36°58' EAST, A DISTANCE OF 0.47 FEET FOUND;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, OVER AND ACROSS SAID STATE HIGHWAY NO. 121, THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 211.15 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 833.00 FEET TO A POINT FOR CORNER;

SOUTH 26°46'13" EAST, A DISTANCE OF 244.18 FEET TO A POINT FOR THE MOST NORTHERLY CORNER OF SAID LOT 4, BLOCK A, SAME BEING THE MOST WESTERLY CORNER OF LOT 1R, BLOCK A OF SAID MUSTANG SQUARE ADDITION, AND FROM WHICH A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" BEARS NORTH 66°23' WEST, A DISTANCE OF 0.31 FEET, AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121, ALONG THE COMMON LINE OF SAID LOT 4, BLOCK A AND SAID LOT 1R, BLOCK A, THE FOLLOWING CALLS:

SOUTH 66°33'33" EAST, A DISTANCE OF 89.66 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 46°16'11" EAST, A DISTANCE OF 45.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

SOUTH 29°36'50" EAST, A DISTANCE OF 56.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 02°35'23" EAST, AT A DISTANCE OF 194.83 FEET PASSING THE NORTH LINE OF SAID LOT 4X, BLOCK A, CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A IN ALL FOR A TOTAL DISTANCE OF 194.83 FEET TO A POINT FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A, THE FOLLOWING CALLS:

NORTH 63°21'18" EAST, A DISTANCE OF 329.85 FEET TO A POINT FOR CORNER;

NORTH 26°38'42" WEST, A DISTANCE OF 333.00 FEET TO A POINT FOR CORNER IN SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID STATE HIGHWAY NO. 121 AND RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 258.61 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 951.51 FEET TO A POINT FOR CORNER IN THE CENTERLINE INTERSECTION OF SAID STATE HIGHWAY NO. 121 AND SAID RASOR BOULEVARD;

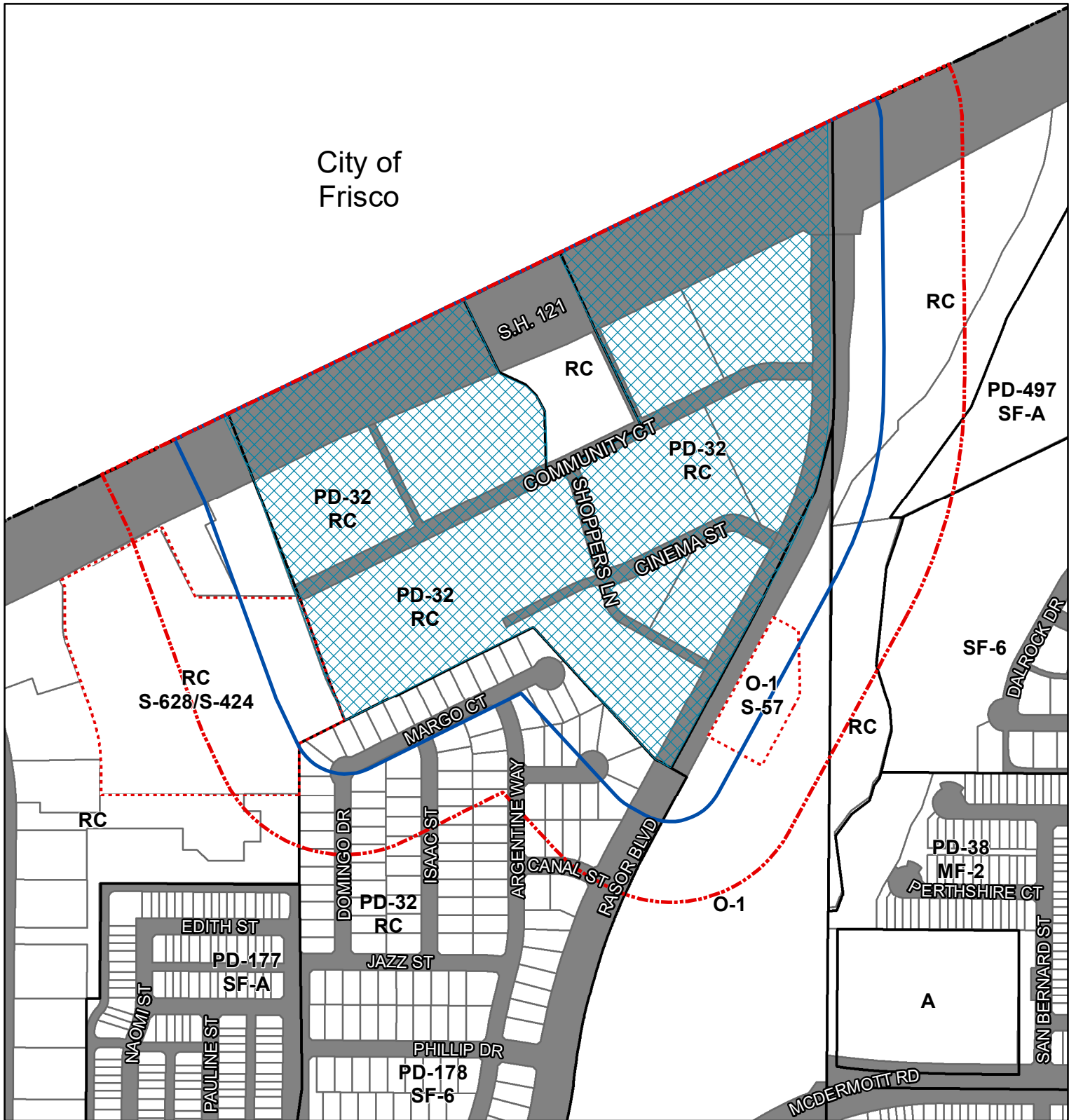
SOUTH 00°00'58" EAST, A DISTANCE OF 838.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°08'34" FOR AN ARC LENGTH OF 515.74 FEET HAVING A CHORD BEARING OF SOUTH 13°41'50" WEST AND A CHORD DISTANCE OF 510.57 FEET TO THE POINT OF TANGENCY;

SOUTH 27°46'01" WEST, A DISTANCE OF 764.26 FEET TO A POINT FOR CORNER;

NORTH 62°13'59" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;
CONTAINING A COMPUTED AREA OF 46.075 ACRES OR 2,007,027 SQUARE FEET OF LAND.

City of Frisco

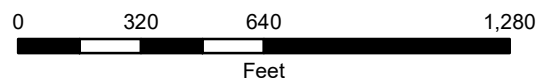
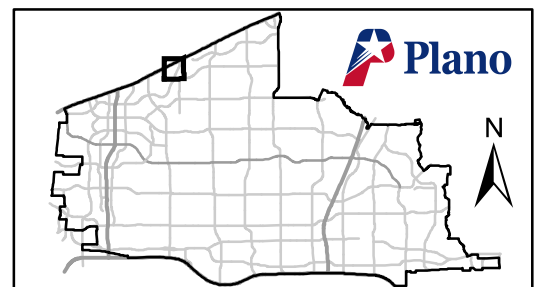


Zoning Case: 2019-004

Existing Zoning: Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District

Proposed Zoning: Amend Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District

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

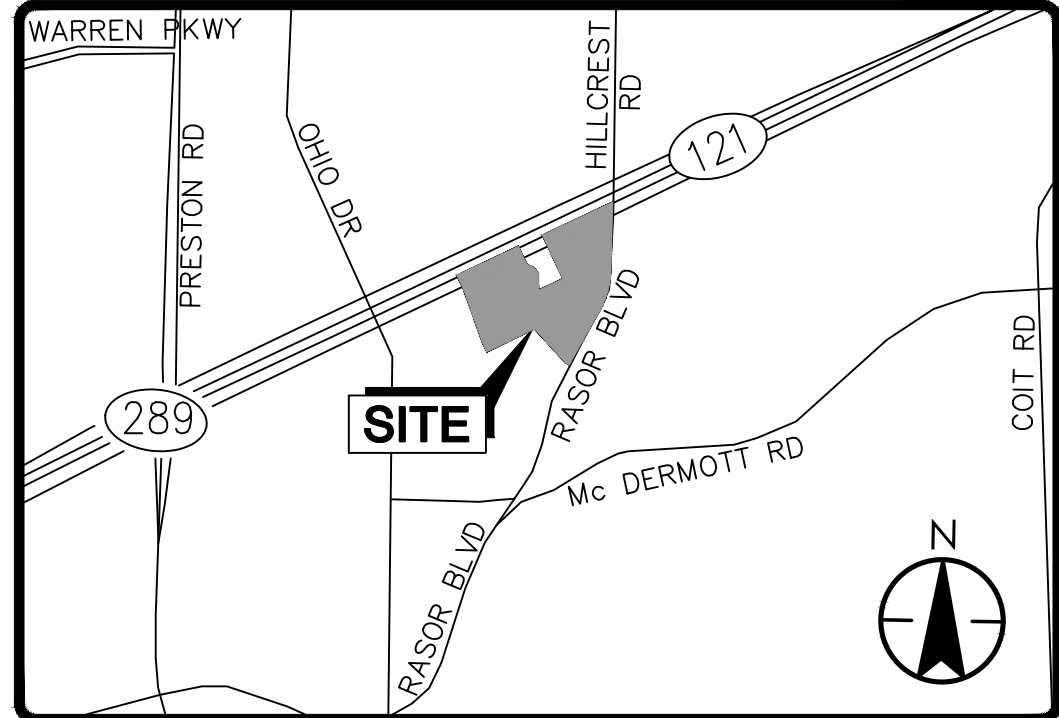
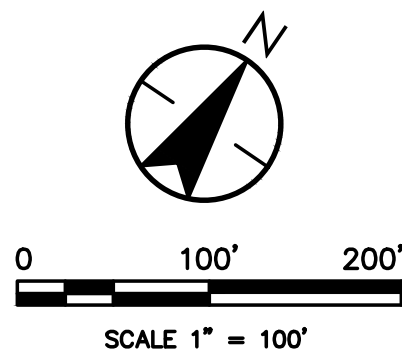


* NOTES *

1. THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED. THIS IS NOT A BOUNDARY SURVEY.
2. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO THE DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 66°33'33\"	89.66'
L2	S 46°16'11\"	45.99'
L3	S 29°36'50\"	56.78'
L4	S 02°35'23\"	194.83'
L5	N 62°13'59\"	55.00'



ZONING DESCRIPTION

BEING A 46.075 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, AND THE S.A. & M.G. RR. CO. SURVEY, ABSTRACT NO. 880, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOTS 2, 4, 5, 6, 7, 8, 9, 10, AND 4X, BLOCK A OF MUSTANG SQUARE ADDITION TO THE CITY OF PLANO ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 524, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), BEING ALL OF LOT 3, BLOCK A OF MUSTANG SQUARE ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 192, P.R.C.C.T., AND BEING OUT OF THE REMAINDER OF A CALLED 12,000 ACRE TRACT OF LAND AND THE REMAINDER OF A CALLED 24,368 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEEDS WITH VENDOR'S LIEN TO PERFECT LAND DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NUMBERS 20170131000132870 AND 20161104001502130, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO DHANAM REALTY, LLC RECORDED IN INSTRUMENT NUMBER 20180420000466170, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 10, BLOCK 1 OF PASQUINELLI'S WILLOW CREST, PHASE 3, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2007, PAGE 647, P.R.C.C.T., AND BEING IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RASOR BOULEVARD ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A AND SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, THE FOLLOWING CALLS:

NORTH 43°45'01" WEST, A DISTANCE OF 559.16 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 7, BLOCK A, SAME BEING THE MOST NORTHERLY CORNER OF LOT 24, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

SOUTH 62°43'122" WEST, A DISTANCE OF 651.39 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 3, BLOCK A OF HAGGAR SQUARE RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AND FROM WHICH A 5/8-INCH IRON ROD BEARS NORTH 36°58' EAST, A DISTANCE OF 0.47 FEET FOUND;

THENCE NORTH 26°15'57" WEST, ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A, AND SAID LOT 3, BLOCK A, A DISTANCE OF 145.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

THENCE ALONG THE WEST LINE OF LOTS 7, 4X, AND 3, BLOCK A OF SAID MUSTANG SQUARE, THE FOLLOWING CALLS:

NORTH 20°59'49" WEST, A DISTANCE OF 302.63 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

NORTH 20°59'49" WEST, A DISTANCE OF 350.73 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 3, BLOCK A, SAME BEING THE NORTHEAST CORNER OF LOT 2R, BLOCK A OF HAGGAR SQUARE RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AND FROM WHICH A 5/8-INCH IRON ROD BEARS NORTH 36°58' EAST, A DISTANCE OF 0.47 FEET FOUND;

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NORTH 63°13'47" EAST, A DISTANCE OF 833.00 FEET TO A POINT FOR CORNER;

SOUTH 26°46'13" EAST, A DISTANCE OF 244.18 FEET TO A POINT FOR THE MOST NORTHERLY CORNER OF SAID LOT 4, BLOCK A, SAME BEING THE MOST WESTERLY CORNER OF LOT 1R, BLOCK A OF SAID MUSTANG SQUARE ADDITION, AND FROM WHICH A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" BEARS NORTH 66°23' WEST, A DISTANCE OF 0.31 FEET, AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

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SOUTH 46°16'11" EAST, A DISTANCE OF 45.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

SOUTH 29°36'50" EAST, A DISTANCE OF 56.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

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THENCE CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A, THE FOLLOWING CALLS:

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NORTH 26°38'42" WEST, A DISTANCE OF 333.00 FEET TO A POINT FOR CORNER IN SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

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NORTH 26°46'13" WEST, A DISTANCE OF 258.61 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 951.51 FEET TO A POINT FOR CORNER IN THE CENTERLINE INTERSECTION OF SAID STATE HIGHWAY NO. 121 AND SAID RASOR BOULEVARD;

SOUTH 00°00'58" EAST, A DISTANCE OF 838.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°08'34" FOR AN ARC LENGTH OF 515.74 FEET HAVING A CHORD BEARING OF SOUTH 13°41'50" WEST AND A CHORD DISTANCE OF 510.57 FEET TO THE POINT OF TANGENCY;

SOUTH 27°46'01" WEST, A DISTANCE OF 764.26 FEET TO A POINT FOR CORNER;

NORTH 62°13'59" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 46.075 ACRES OR 2,007,027 SQUARE FEET OF LAND.

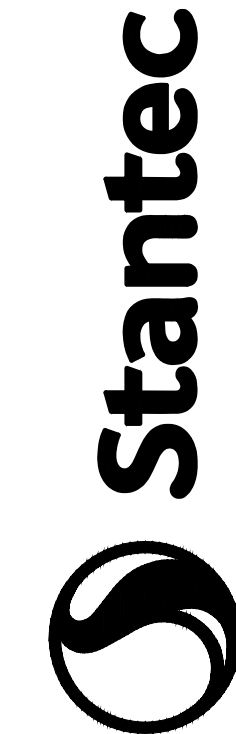
(LOT 3, BLOCK A):
DHANAM REALTY, LLC
4940 MCDERMOTT RD.
PLANO, TEXAS 75024
PHONE: (469) 995-6767
CONTACT: NAGAMALLESWARARAO KOLLI

DEVELOPER/APPLICANT
(LOTS 2-10 & 4X, BLOCK A):
PERFECT LAND DEVELOPMENT, LLC
6850 TPC DRIVE
SUITE 108
MCKINNEY, TEXAS 75070
PHONE: (214) 395-6757
CONTACT: MAHESH THAKKAR

CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: MATTHEW MERRITT, P.E.
TBPE # F-6324

ZONING EXHIBIT
CITY PROJECT NO. ZC2019-004
MUSTANG SQUARE
LOTS 2-10 & 4X, BLOCK A

BEING 46.075 ACRES OUT OF THE
S.A. & M.G. RAILWAY CO. SURVEY, ABSTRACT NO. 880
COLLIN COUNTY SCHOOL LAND SURVEY NO. 7 ABSTRACT NO. 153
CITY OF PLANO, COLLIN COUNTY, TEXAS
MAY 10, 2019



TBPE # F-6324
TBPLS # 1019229
12222 Merit Drive Suite 400
Dallas TX 75251
www.stantec.com

Client/Project	Permit/Seal	Revision	By	Appd.	Issued
PERFECT LAND DEVELOPMENT, LLC			BG		
MUSTANG SQUARE LOTS 2-10 & 4X, BLOCK A					
CITY OF PLANO, COLLIN COUNTY, TEXAS					
Title					
ZONING EXHIBIT					

Client/Project
PERFECT LAND DEVELOPMENT, LLC

MUSTANG SQUARE
LOTS 2-10 & 4X, BLOCK A

CITY OF PLANO, COLLIN COUNTY, TEXAS

Title
ZONING EXHIBIT

Permit/Seal



Project Number:		222210752	
File Name:			
BG	JB	BG	19.05.10
Dwn.	Chkd.	Dsgn.	YY.MM.DD
Drawing No.		1	
Revision		Sheet	

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1 of 1



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Consideration of an Ordinance to approve and adopt the Operating Budget and set the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 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): VARIOUS

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

This Ordinance adopts the Operating Budget for Fiscal Year 2019-20 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2019-20 Budget Ordinance	8/26/2019	Ordinance
2019-20 Fund Summaries	8/26/2019	Attachment

An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, public hearings were held on August 12, 2019 and August 17, 2019, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget of the City of Plano for Fiscal Year 2019-20 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearings, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Operating Budget, after which said public hearings were closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the Operating Budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2019, and terminating September 30, 2020, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$281,748,145
B.	General Fund - Transfer to Capital Maintenance Fund:	35,250,549
C.	General Fund - Transfer to Risk Management Fund:	4,800,000
D.	General Fund - Transfer to Technology Fund:	2,000,000
E.	General Fund - Transfer to Technology Services Replacement Fund:	1,000,000
F.	General Fund - Transfer to PTV Fund:	250,000
G.	General Fund - Transfer to Economic Development Incentive Fund:	8,924,828
H.	Convention & Tourism Fund - Operating Appropriation:	12,402,502

I.	Convention & Tourism Fund - Transfer to General Fund:	1,030,688
J.	Convention & Tourism Fund - Transfer to Capital Maintenance Fund:	850,000
K.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
L.	Convention & Tourism Fund - Transfer to Revenue Debt:	1,100,000
M.	Water & Sewer Fund - Operating Appropriation:	136,017,434
N.	Water & Sewer Fund - Transfer to General Fund:	17,421,787
O.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,500,000
P.	Water & Sewer Fund – Transfer to Capital Maintenance Fund:	2,000,000
Q.	Water & Sewer Fund – Transfer to Water & Sewer Debt Service Fund:	3,267,700
R.	Water & Sewer Fund - Transfer to Risk Management Fund:	853,271
S.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
T.	Water & Sewer Fund - Transfer to Technology Services Fund:	3,641,609
U.	Sustainability & Environmental Services Fund - Operating Appropriation:	26,240,668
V.	Sustainability & Environmental Services Fund - Transfer to General Fund:	2,340,311
W.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
X.	Sustainability & Environmental Services Fund - Transfer to Risk Management Fund:	426,717
Y.	Municipal Drainage Fund - Operating Appropriation:	4,491,403
Z.	Municipal Drainage Fund - Transfer to General Fund:	532,050

AA.	Municipal Drainage Fund - Transfer to Capital Maintenance Fund:	500,000
BB.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
CC.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,497,531
DD.	Recreation Revolving Fund - Operating Appropriation:	4,018,977
EE.	Recreation Revolving Fund - Transfer to General Fund:	440,187
FF.	Golf Course Fund - Operating Appropriation:	964,960
GG.	Risk Management Fund - Operating Appropriation:	6,978,287
HH.	HUD Grant Fund - Operating Appropriation:	1,974,824
II.	PTV Fund - Operating Appropriation:	1,846,929
JJ.	Criminal Investigation Fund - Operating Appropriation:	2,820,130
KK.	Technology Fund - Operating Appropriation:	2,977,965
LL.	Technology Fund - Transfer to PTV Fund:	250,000
MM.	Technology Services Replacement Fund - Operating Appropriation:	3,768,000
NN.	General Obligation Bond - Debt Service Appropriation:	48,643,108
OO.	Water & Sewer Revenue Bond - Debt Service Appropriation:	3,267,700

Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED this the 9th day of September, 2019.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

COMBINED OPERATING BUDGET

	Actuals 2016-17	Actuals 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
BEGINNING BALANCES							
Operating Funds:							
General Fund	\$54,189,973	\$51,635,123	\$35,418,179	\$52,213,524	\$42,612,028	20.3%	-18.4%
Water & Sewer Fund	31,813,974	23,418,929	23,731,167	35,236,651	25,592,177	7.8%	-27.4%
Sustainability & Env. Svc. Fund	4,982,408	5,268,641	4,492,983	3,976,958	2,532,892	-43.6%	-36.3%
Convention & Tourism Fund	5,666,155	5,172,619	3,751,316	5,712,873	4,819,395	28.5%	-15.6%
Municipal Drainage Utility Fund	3,347,066	4,228,637	3,010,208	4,641,134	3,376,389	12.2%	-27.3%
Recreation Revolving Fund	962,316	1,221,118	902,765	1,174,933	761,619	-15.6%	-35.2%
Municipal Golf Course Fund	11,637	(6,657)	2,156	(38,430)	(111,858)	-5288.2%	191.1%
PTV Fund	1,649,688	1,738,793	645,907	1,880,193	1,166,861	80.7%	-37.9%
TOTAL OPERATING FUNDS	\$102,623,217	\$92,677,203	\$71,954,679	\$104,797,836	\$80,749,503	12.2%	-22.9%
Debt Service Funds:							
General Obligation	\$3,925,760	\$4,440,933	\$6,431,489	\$6,571,577	\$5,261,612	-18.2%	-19.9%
Water & Sewer Revenue	801,869	805,916	809,566	822,101	832,101	2.8%	1.2%
TOTAL DEBT SERVICE FUNDS	\$4,727,629	\$5,246,849	\$7,241,055	\$7,393,678	\$6,093,712	-15.8%	-17.6%
TOTAL BEGINNING BALANCES	\$107,350,846	\$97,924,052	\$79,195,734	\$112,191,513	\$86,843,216	9.7%	-22.6%
REVENUES & TRANSFERS IN							
Operating Funds:							
General Fund	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%
Water & Sewer Fund	143,967,323	169,018,937	172,678,445	161,711,289	171,813,253	-0.5%	6.2%
Sustainability & Env. Svc. Fund	26,778,599	26,788,460	27,323,131	26,867,370	27,229,342	-0.3%	1.3%
Convention & Tourism Fund	10,570,783	11,979,284	13,105,757	13,902,065	14,519,628	10.8%	4.4%
Municipal Drainage Utility Fund	7,573,356	7,657,009	7,589,537	7,669,710	7,675,719	1.1%	0.1%
HUD Grant Fund	1,220,684	1,494,306	2,179,655	1,614,871	1,974,824	-9.4%	22.3%
Recreation Revolving Fund	3,901,114	3,756,306	4,502,912	4,200,131	4,337,321	-3.7%	3.3%
Municipal Golf Course Fund	1,020,116	977,664	1,042,901	871,752	1,086,532	4.2%	24.6%
PTV Fund	1,283,804	1,251,530	1,243,944	1,229,585	1,194,381	-4.0%	-2.9%
TOTAL OPERATING FUNDS	\$479,107,498	\$523,071,192	\$534,065,608	\$532,468,479	\$544,343,227	1.9%	2.2%
Debt Service Funds:							
General Obligation	\$42,025,171	\$45,545,947	\$46,325,175	\$46,900,641	\$49,426,477	6.7%	5.4%
Water & Sewer Revenue	1,842,022	1,842,626	3,274,400	3,282,570	3,277,700	0.1%	-0.1%
TOTAL DEBT SERVICE FUNDS	\$43,867,194	\$47,388,573	\$49,599,575	\$50,183,211	\$52,704,177	6.3%	5.0%
TOTAL REVENUE & TRANSFERS IN	\$522,974,692	\$570,459,765	\$583,665,183	\$582,651,690	\$597,047,404	2.3%	2.5%
Less: Interfund Transfers	20,832,926	21,493,217	22,008,792	21,193,597	22,265,023	1.2%	5.1%
NET BUDGET REVENUE	\$502,141,766	\$548,966,548	\$561,656,391	\$561,458,093	\$574,782,381	2.3%	2.4%
TOTAL AVAILABLE FUNDS	\$609,492,612	\$646,890,600	\$640,852,125	\$673,649,607	\$661,625,597	3.2%	-1.8%
APPROPRIATIONS & TRANSFERS OUT							
Operations:							
General Fund	\$285,346,569	\$299,569,295	\$317,349,631	\$324,003,202	\$333,973,522	5.2%	3.1%
Water & Sewer Fund	152,362,368	157,201,215	172,204,837	171,355,764	176,001,801	2.2%	2.7%
Sustainability & Env. Svc. Fund	26,492,366	28,080,143	27,390,064	28,311,436	29,067,696	6.1%	2.7%
Convention & Tourism Fund	11,064,319	11,439,030	14,278,828	14,795,543	15,403,190	7.9%	4.1%
Municipal Drainage Utility Fund	6,691,785	7,244,512	7,782,816	7,590,545	8,040,984	3.3%	5.9%
HUD Grant Fund	1,220,684	1,494,306	2,179,655	1,614,871	1,974,824	-9.4%	22.3%
Recreation Revolving Fund	3,642,313	3,802,491	4,409,719	4,613,445	4,459,164	1.1%	-3.3%
Municipal Golf Course Fund	1,038,411	1,009,438	1,006,838	945,180	964,960	-4.2%	2.1%
PTV Fund	1,194,699	1,110,130	1,730,488	1,942,917	1,846,929	6.7%	-4.9%
TOTAL OPERATIONS	\$489,053,514	\$510,950,560	\$548,332,876	\$555,172,903	\$571,733,070	4.3%	3.0%
Debt Service Funds:							
General Obligation	\$41,509,998	\$43,415,303	\$48,851,195	\$48,210,606	\$48,643,108	-0.4%	0.9%
Water & Sewer Revenue	1,837,975	1,826,442	3,272,570	3,272,570	3,267,700	-0.1%	-0.1%
TOTAL DEBT SERVICE FUNDS	\$43,347,973	\$45,241,745	\$52,123,765	\$51,483,176	\$51,910,808	-0.4%	0.8%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$532,401,487	\$556,192,305	\$600,456,641	\$606,656,079	\$623,643,879	3.9%	2.8%
Less: Interfund Transfers	20,832,926	21,493,217	22,008,792	21,193,597	22,265,023	1.2%	5.1%
NET BUDGET APPROPRIATIONS	\$511,568,561	\$534,699,088	\$578,447,848	\$585,462,482	\$601,378,855	4.0%	2.7%

ENDING BALANCES**Operating Funds:**

General Fund	\$51,635,123	\$52,213,524	\$22,467,874	\$42,612,028	\$23,150,733	3.0%	-45.7%
Water & Sewer Fund	23,418,929	35,236,651	24,204,775	25,592,177	21,403,629	-11.6%	-16.4%
Sustainability & Env. Svc. Fund	5,268,641	3,976,958	4,426,050	2,532,892	694,538	-84.3%	-72.6%
Convention & Tourism Fund	5,172,619	5,712,873	2,578,244	4,819,395	3,935,833	52.7%	-18.3%
Municipal Drainage Utility Fund	4,228,637	4,641,134	2,816,929	4,720,299	3,011,124	6.9%	-36.2%
Recreation Revolving Fund	1,221,118	1,174,934	995,959	761,619	639,776	-35.8%	-16.0%
Municipal Golf Course Fund	(6,657)	(38,430)	38,220	(111,858)	9,715	-74.6%	-108.7%
PTV Fund	1,738,793	1,880,193	159,362	1,166,861	514,313	222.7%	-55.9%
TOTAL OPERATING FUNDS	\$92,677,203	\$104,797,837	\$57,687,412	\$82,093,413	\$53,359,660	-7.5%	-35.0%

Debt Service Funds:

General Obligation	\$4,440,933	\$6,571,577	\$3,905,470	\$5,261,612	\$6,044,980	54.8%	14.9%
Water & Sewer Revenue	805,916	822,101	811,396	832,101	842,101	3.8%	1.2%
TOTAL DEBT SERVICE FUNDS	\$5,246,850	\$7,393,678	\$4,716,866	\$6,093,712	\$6,887,081	46.0%	13.0%
TOTAL ENDING BALANCES	\$97,924,052	\$112,191,515	\$62,404,278	\$88,187,125	\$60,246,741	-3.5%	-31.7%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$609,492,614	\$646,890,603	\$640,852,126	\$673,649,608	\$661,625,597	3.2%	-1.8%

GENERAL FUND

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
UNAPPROPRIATED FUND							
BALANCE	\$54,189,973	\$51,635,123	\$35,418,179	\$47,079,644	\$42,612,028	20.3%	-18.4%
Encumbrance Adjustment				5,133,880			
Revenues							
Taxes	\$203,772,894	\$220,989,088	\$226,505,877	\$234,511,772	\$235,869,298	4.1%	0.6%
Franchise Fees	23,778,918	24,354,134	23,023,532	23,341,261	21,197,461	-7.9%	-9.2%
Fines & Forfeits	6,081,129	6,304,020	5,860,000	6,499,995	6,120,395	4.4%	-5.8%
Miscellaneous Revenue	2,517,780	2,693,535	2,696,172	3,313,835	3,339,852	23.9%	0.8%
Licenses & Permits	11,096,275	9,521,069	8,602,097	8,620,899	9,378,993	9.0%	8.8%
Charges for Services	14,170,506	13,765,830	14,295,738	15,426,909	14,808,376	3.6%	-4.0%
Intergovernmental Revenue	1,041,291	1,526,803	1,907,118	1,993,438	2,032,830	6.6%	2.0%
Subtotal Revenues	\$262,458,793	\$279,154,479	\$282,890,534	\$293,708,109	\$292,747,204	3.5%	-0.3%
Intragovernmental Transfers	20,332,926	20,993,217	21,508,792	20,693,597	21,765,023	1.2%	5.2%
TOTAL REVENUES & TRANSFERS	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%
TOTAL RESOURCES	\$336,981,692	\$351,782,819	\$339,817,505	\$366,615,230	\$357,124,255	5.1%	-2.6%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$187,249,006	\$196,353,984	\$208,957,653	\$208,462,052	\$214,185,843	2.5%	2.7%
Materials & Supplies	7,524,788	8,160,681	8,684,556	11,616,097	9,686,881	11.5%	-16.6%
Contractual	51,183,963	53,608,384	55,249,612	57,620,465	59,647,424	8.0%	3.5%
Community Services Agencies	552,600	550,000	562,780	562,780	569,400	1.2%	1.2%
Sundry	1,110,160	1,162,170	1,701,251	2,092,138	1,456,900	-14.4%	-30.4%
Reimbursements	(2,909,308)	(3,861,807)	(5,049,449)	(4,496,163)	(4,665,903)	-7.6%	3.8%
Subtotal	\$244,711,209	\$255,973,412	\$270,106,403	\$275,857,369	\$280,880,545	4.0%	1.8%
Capital Outlay	3,833,560	3,599,793	2,012,186	2,914,791	867,600	-56.9%	-70.2%
TOTAL OPERATIONS	\$248,544,769	\$259,573,205	\$272,118,589	\$278,772,160	\$281,748,145	3.5%	1.1%
Capital Maintenance Fund	\$24,550,000	\$25,869,000	\$30,250,549	\$30,250,549	\$35,250,549	16.5%	16.5%
Risk Management Fund	3,700,000	4,647,411	4,771,520	4,771,520	4,800,000	0.6%	0.6%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	100.0%	100.0%
TS Replacement Fund	500,000	500,000	500,000	500,000	1,000,000	100.0%	100.0%
PTV Fund	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Economic Development Incentive	6,801,800	7,729,679	8,458,973	8,458,973	8,924,828	5.5%	5.5%
TOTAL TRANSFERS	\$36,801,800	\$39,996,090	\$45,231,042	\$45,231,042	\$52,225,377	15.5%	15.5%
TOTAL APPROPRIATIONS	\$285,346,569	\$299,569,295	\$317,349,631	\$324,003,202	\$333,973,522	5.2%	3.1%
UNAPPROPRIATED FUND	\$51,635,123	\$52,213,524	\$22,467,874	\$42,612,028	\$23,150,733	3.0%	-45.7%
Days of Operation					30		

GENERAL FUND REVENUE BY SOURCE

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
SOURCE OF INCOME							
Taxes							
Ad Valorem Taxes:							
Current	\$119,051,293	\$132,366,014	\$142,832,200	\$143,778,004	\$145,043,456	1.5%	0.9%
Delinquent	476,029	143,137	1,492,282	50,000	1,519,925	1.9%	2939.9%
Penalty & Interest	521,347	465,592	746,141	479,111	759,963	1.9%	58.6%
Sales Tax	81,530,064	85,592,104	79,129,630	87,735,783	86,072,232	8.8%	-1.9%
Mixed Franchise Tax	2,048,388	2,322,487	2,186,886	2,352,941	2,357,648	7.8%	0.2%
Bingo Gross Receipts Tax	86,643	67,392	86,375	70,000	70,141	-18.8%	0.2%
Excess Proceeds on Taxes	59,130	32,362	32,362	45,933	45,933	41.9%	0.0%
TOTAL TAXES	\$203,772,894	\$220,989,088	\$226,505,877	\$234,511,772	\$235,869,298	4.1%	0.6%
Franchise Fees							
Electrical Franchise	\$12,127,612	\$13,419,319	\$12,198,778	\$12,183,931	\$12,183,931	-0.1%	0.0%
Telephone Franchise	4,935,552	4,027,144	4,188,535	3,774,835	2,107,635	-49.7%	-44.2%
Fiber Optics Franchise	46,175	80,484	53,484	56,351	56,351	5.4%	0.0%
Gas Franchise	2,792,854	3,156,302	3,067,500	3,809,522	3,619,046	18.0%	-5.0%
Cable TV Franchise	3,876,725	3,670,885	3,515,235	3,516,622	3,230,498	-8.1%	-8.1%
TOTAL FRANCHISE FEES	\$23,778,918	\$24,354,134	\$23,023,532	\$23,341,261	\$21,197,461	-7.9%	-9.2%
Fines & Forfeits							
Municipal Court	\$5,909,898	\$6,151,858	\$5,860,000	\$6,439,721	\$6,060,000	3.4%	-5.9%
Library Fines	171,231	152,162	0	60,274	60,395	100.0%	0.2%
TOTAL FINES & FORFEITS	\$6,081,129	\$6,304,020	\$5,860,000	\$6,499,995	\$6,120,395	4.4%	-5.8%
Miscellaneous Revenue							
Interest Earnings	\$659,020	\$890,026	\$800,000	\$1,400,000	\$1,400,000	75.0%	0.0%
Sale/Rental of Property	509,093	514,615	542,958	542,958	542,958	0.0%	0.0%
Insurance Collections	640,266	649,063	632,759	650,422	676,439	6.9%	4.0%
Sundry	709,401	639,831	720,455	720,455	720,455	0.0%	0.0%
TOTAL MISCELLANEOUS REVENUE	\$2,517,780	\$2,693,535	\$2,696,172	\$3,313,835	\$3,339,852	23.9%	0.8%
Licenses and Permits							
Food Handlers Permits	\$724,735	\$757,760	\$851,097	\$800,188	\$801,788	-5.8%	0.2%
Land / Burning / Liquid Waste	24,925	28,255	31,028	26,245	26,297	-15.2%	0.2%
Grease Trap Permits	46,250	52,000	47,392	20,450	20,491	-56.8%	0.2%
Fire Inspection Fees	269,791	299,765	287,657	301,256	301,256	4.7%	0.0%
Rental Registration Fees	323,070	330,930	376,558	337,385	338,060	-10.2%	0.2%
Animal Licenses	125,215	119,457	128,709	125,709	125,960	-2.1%	0.2%
Restaurant Plan Review	79,200	42,900	58,324	34,350	34,419	-41.0%	0.2%
Alarm Permits	1,497,715	1,347,645	1,504,989	1,455,098	1,458,008	-3.1%	0.2%
Filing Fees	360,957	460,923	347,443	347,443	347,443	0.0%	0.0%
Fire Protection Plan Review	427,177	321,542	301,911	327,928	327,928	8.6%	0.0%
Building Permits	5,772,538	4,492,462	3,542,432	3,636,544	4,386,544	23.8%	20.6%
Electrical Permits	128,349	125,254	105,075	121,864	121,864	16.0%	0.0%
Plumbing Permits	413,303	333,371	275,250	315,124	315,124	14.5%	0.0%
Heating & A/C Permits	162,807	164,842	128,700	165,586	165,586	28.7%	0.0%
Fence Permits	42,167	39,335	32,566	35,762	35,762	9.8%	0.0%
Swimming Pool Permits	40,894	36,209	31,629	27,676	30,000	-5.2%	8.4%
Pool Inspection	65,042	66,150	64,961	85,381	85,552	31.7%	0.2%
Irrigation Permits	75,375	47,168	47,377	40,417	40,417	-14.7%	0.0%
Day Laborer Fees	16,470	14,188	12,291	12,291	12,291	0.0%	0.0%
Sign Permits	144,704	121,864	115,102	116,516	116,516	1.2%	0.0%
Reoccupancy Permits	162,290	149,010	129,561	135,481	135,481	4.6%	0.0%
Misc. Licenses & Permits	193,301	170,039	182,044	152,205	152,205	-16.4%	0.0%
TOTAL LICENSES & PERMITS	\$11,096,275	\$9,521,069	\$8,602,097	\$8,620,899	\$9,378,993	9.0%	8.8%
Fees & Service Charges							
Animal Pound & Adoption Fee	\$275,467	\$256,668	\$275,568	\$262,876	\$263,402	-4.4%	0.2%
Ambulance Service	4,677,155	5,034,277	4,700,290	4,975,044	4,984,994	6.1%	0.2%
False Alarm Response	236,961	263,793	243,242	268,248	268,784	10.5%	0.2%
Emergency 911	1,054,982	890,464	1,058,147	819,019	820,657	-22.4%	0.2%
Contractor Registration Fee	273,026	208,496	212,500	197,735	197,735	-6.9%	0.0%
Engineering Inspection Fee	753,182	337,809	340,000	600,000	340,000	0.0%	-43.3%
Residential Building Plan Review	77,437	79,938	64,600	64,600	64,600	0.0%	0.0%
Reinspection Fee	75,390	87,150	77,055	85,400	85,400	10.8%	0.0%
File Searches	57,785	50,926	54,291	54,689	54,798	0.9%	0.2%
Same Day Inspection Fee	91,815	74,085	67,334	72,035	72,035	7.0%	0.0%
Convenience Copiers	11,885	10,974	11,080	10,820	10,842	-2.2%	0.2%
Lease Fees	147,470	161,127	150,000	150,000	150,000	0.0%	0.0%
Recreation User Fee	601,657	665,349	716,882	852,089	853,793	19.1%	0.2%
Recreation Rental Fee	403,861	338,876	406,215	348,876	350,574	-13.7%	0.5%
Swimming Fees	925,107	1,042,803	958,613	1,095,165	1,148,727	19.8%	4.9%
Recreation Membership Card Fee	2,414,587	2,105,208	2,524,820	3,275,905	2,774,820	9.9%	-15.3%

Tennis Center Fee	199,452	331,569	327,124	252,943	253,449	-22.5%	0.2%
Food Manager/Handler Training	4,510	1,150	100	1,000	1,002	902.0%	0.2%
Tree Trimming Assessments	104,711	154,486	127,820	155,486	155,797	21.9%	0.2%
Child Safety Fees	84,211	109,240	101,437	103,305	103,512	2.0%	0.2%
Sundry	1,699,855	1,561,442	1,878,619	1,781,674	1,853,455	-1.3%	4.0%
TOTAL FEES & SVC CHARGES	\$14,170,506	\$13,765,830	\$14,295,738	\$15,426,909	\$14,808,376	3.6%	-4.0%
Intergovernmental Revenue							
FISD School Resource Officer	126,396	113,320	67,668	67,668	69,012	2.0%	2.0%
PISD School Resource Officers	637,320	1,129,820	1,603,404	1,688,176	1,726,224	7.7%	2.3%
Plano-Richardson Trng. Ctr. / Misc.	277,575	283,663	236,046	237,594	237,594	0.7%	0.0%
TOTAL INTERGOVT'L REVENUE	\$1,041,291	\$1,526,803	\$1,907,118	\$1,993,438	\$2,032,830	6.6%	2.0%
TOTAL REVENUE	\$262,458,793	\$279,154,479	\$282,890,534	\$293,708,109	\$292,747,204	3.5%	-0.3%
Intragovernmental Transfers							
Intra-Fund Transfers From:							
Water & Sewer Fund	\$17,593,082	\$17,388,959	\$17,787,929	\$16,917,188	\$17,421,787	-2.1%	3.0%
Sustain. & Environ. Services Fund	1,478,308	2,239,325	2,258,627	2,340,311	2,340,311	3.6%	0.0%
Recreation Revolving Fund	186,747	207,646	225,146	210,007	440,187	95.5%	109.6%
Golf Course Fund	51,285	50,409	52,145	0	0	-100.0%	0.0%
Convention & Tourism Fund	495,539	571,539	655,288	695,103	1,030,688	57.3%	48.3%
Municipal Drainage Fund	520,362	528,073	529,658	530,988	532,050	0.5%	0.2%
PIC Fund (Plano Improvement Corp.)	7,603	7,266	0	0	0	0.0%	0.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$20,332,926	\$20,993,217	\$21,508,792	\$20,693,597	\$21,765,023	1.2%	5.2%
TOTAL GENERAL FUND	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%

CONVENTION & TOURISM

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$5,666,155	\$5,172,619	\$3,751,316	\$5,712,873	\$4,819,395	28.5%	-15.6%
Revenues							
Hotel/Motel Receipts	\$8,685,384	\$9,209,353	\$10,300,000	\$10,725,014	\$11,134,026	8.1%	3.8%
Plano Event Center Fees	1,799,890	2,705,788	2,728,757	3,062,051	3,270,602	19.9%	6.8%
Miscellaneous	61,510	14,498	47,000	15,000	15,000	-68.1%	0.0%
Interest Income	23,999	49,645	30,000	100,000	100,000	233.3%	0.0%
TOTAL REVENUES	\$10,570,783	\$11,979,284	\$13,105,757	\$13,902,065	\$14,519,628	10.8%	4.4%
TOTAL RESOURCES	\$16,236,938	\$17,151,903	\$16,857,073	\$19,614,938	\$19,339,023	14.7%	-1.4%
APPROPRIATIONS							
Operating Expenses							
Visit Plano	\$2,680,369	\$3,024,353	\$5,419,134	\$5,789,225	\$5,155,433	-4.9%	-10.9%
Plano Event Center	3,583,107	3,733,842	4,061,954	4,104,025	4,334,290	6.7%	5.6%
Support of the Arts	929,997	899,999	1,000,000	995,961	1,000,000	0.0%	0.4%
Historic Preservation	794,638	735,852	800,000	755,045	800,000	0.0%	6.0%
Special Events	370,369	218,075	310,186	329,184	332,579	7.2%	1.0%
Music Festival	170,300	177,010	185,000	185,000	185,000	0.0%	0.0%
Event Center Equip.Rpl. Charge	500,000	500,000	500,000	625,000	500,000	0.0%	-20.0%
Visit Plano Equip.Rpl. Charge	0	0	0	0	75,000	100.0%	100.0%
Subtotal	\$9,028,780	\$9,289,131	\$12,276,274	\$12,783,440	\$12,382,302	0.9%	-3.1%
Capital Outlay	0	118,360	77,266	47,000	20,200	-73.9%	-57.0%
TOTAL OPERATIONS	\$9,028,780	\$9,407,491	\$12,353,540	\$12,830,440	\$12,402,502	0.4%	-3.3%
Transfer to General Fund	\$488,454	\$571,539	\$655,288	\$695,103	\$1,030,688	57.3%	48.3%
Transfer to Capital Maint. Fund	1,527,085	1,440,000	1,250,000	1,250,000	850,000	-32.0%	-32.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	0	0	0	0	1,100,000	100.0%	100.0%
TOTAL TRANSFERS	\$2,035,539	\$2,031,539	\$1,925,288	\$1,965,103	\$3,000,688	55.9%	52.7%
TOTAL APPROPRIATIONS	\$11,064,319	\$11,439,030	\$14,278,828	\$14,795,543	\$15,403,190	7.9%	4.1%
WORKING CAPITAL	\$5,172,619	\$5,712,873	\$2,578,245	\$4,819,395	\$3,935,833	52.7%	-18.3%
Days of Operation					116		

WATER & SEWER

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$31,813,974	\$23,418,929	\$23,731,167	\$35,236,651	\$25,592,177	7.8%	-27.4%
Revenues							
Water Income	\$80,430,695	\$99,371,447	\$100,613,444	\$89,328,224	\$99,036,793	-1.6%	10.9%
Sewer Income	60,331,094	65,274,389	67,839,429	68,215,598	68,570,845	1.1%	0.5%
Water Taps	115,267	61,812	66,990	40,415	40,920	-38.9%	1.3%
Water & Sewer Penalties	757,257	1,587,378	1,547,812	1,376,175	1,384,432	-10.6%	0.6%
Water Meters/AMR Devices	322,358	297,846	327,264	251,868	255,016	-22.1%	1.2%
Construction Water	415,090	371,921	431,677	280,910	284,421	-34.1%	1.3%
Service Connect Fee	251,245	246,890	260,025	241,120	244,134	-6.1%	1.3%
Backflow Testing	592,345	624,455	613,217	644,705	652,764	6.4%	1.3%
Sewer Tie-On	28,050	27,525	31,498	21,985	22,260	-29.3%	1.3%
Pre-Treatment Permits	28,310	29,870	32,280	32,280	32,684	1.3%	1.3%
Interest Earnings	60,441	169,666	120,000	400,000	400,000	233.3%	0.0%
Misc. Income	635,171	955,738	794,807	878,009	888,984	11.8%	1.2%
TOTAL REVENUES	\$143,967,323	\$169,018,937	\$172,678,445	\$161,711,289	\$171,813,253	-0.5%	6.2%
TOTAL RESOURCES	\$175,781,297	\$192,437,866	\$196,409,612	\$196,947,940	\$197,405,430	0.5%	0.2%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$11,062,312	\$10,489,947	\$11,612,776	\$11,118,136	\$11,469,084	-1.2%	3.2%
Materials & Supplies	1,990,250	1,279,735	2,624,905	3,417,416	2,635,594	0.4%	-22.9%
Contractual	3,811,744	3,765,535	4,409,286	4,743,264	4,940,412	12.0%	4.2%
NTMWD - Water	65,688,523	72,334,642	78,021,842	78,021,842	79,892,229	2.4%	2.4%
NTMWD - Wastewater	18,251,915	18,629,748	21,516,920	21,080,800	20,945,614	-2.7%	-0.6%
NTMWD - Upper E. Fork Interceptor	11,697,564	12,798,332	15,145,117	14,480,736	14,521,432	-4.1%	0.3%
Retirement of NTMWD Debt	247,668	1,935	0	0	0	0.0%	0.0%
Sundry	1,040,821	1,242,735	660,338	662,744	659,463	-0.1%	-0.5%
Reimbursements	715,141	764,172	833,596	909,567	929,006	11.4%	2.1%
Subtotal	\$114,505,938	\$121,306,781	\$134,824,780	\$134,434,505	\$135,992,834	0.9%	1.2%
Capital Outlay	2,889	1,019	55,325	55,325	24,600	100.0%	0.0%
TOTAL OPERATIONS	\$114,508,827	\$121,307,800	\$134,880,105	\$134,489,830	\$136,017,434	0.8%	1.1%
Transfer to General Fund	\$17,593,082	\$17,388,959	\$17,787,929	\$16,917,188	\$17,421,787	-2.1%	3.0%
Transfer to W & S CIP	12,500,000	10,000,000	10,000,000	10,000,000	12,500,000	25.0%	25.0%
Transfer to Capital Maintenance	1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	0.0%	0.0%
Transfer to W&S Debt Service	1,837,225	1,835,400	3,270,000	3,272,570	3,267,700	-0.1%	-0.1%
Transfer to Risk Management Fund	668,011	797,838	807,476	807,476	853,271	5.7%	5.7%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Technology Svcs	3,455,223	3,571,218	3,159,327	3,568,700	3,641,609	15.3%	2.0%
TOTAL TRANSFERS	\$37,853,541	\$35,893,415	\$37,324,732	\$36,865,934	\$39,984,367	7.1%	8.5%
TOTAL APPROPRIATIONS	\$152,362,368	\$157,201,215	\$172,204,837	\$171,355,764	\$176,001,801	2.2%	2.7%
WORKING CAPITAL	\$23,418,929	\$35,236,651	\$24,204,775	\$25,592,177	\$21,403,629	-11.6%	-16.4%
Days of Operation					57		

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$4,982,408	\$5,268,641	\$4,492,983	\$3,976,958	\$2,532,892	-43.6%	-36.3%
Revenues							
Commercial Franchise	\$8,753,718	\$8,631,271	\$9,320,445	\$8,853,200	\$9,118,796	-2.2%	3.0%
Special Refuse Collection	92,405	101,121	94,565	104,538	104,747	10.8%	0.2%
Residential Collection	13,918,111	14,019,511	14,088,543	14,088,543	14,173,074	0.6%	0.6%
Allied Waste, Inc.	95,000	92,919	0	0	0	0.0%	0.0%
Recycling	603,570	39,271	200,000	0	0	-100.0%	0.0%
Sales of Landscape Bags	31,947	17,064	32,019	0	0	-100.0%	0.0%
Contributions via Utility Billing	7,578	7,444	10,060	10,060	10,080	0.2%	0.2%
Sale of Compost	1,823,596	2,431,029	2,090,204	2,260,530	2,265,051	8.4%	0.2%
Tipping Fees	695,185	716,323	689,831	754,539	756,048	9.6%	0.2%
Miscellaneous	385,240	337,712	305,515	303,371	307,163	0.5%	1.3%
Reimbursements	172,249	179,795	181,949	182,589	184,382	1.3%	1.0%
Construction & Demolition Program	200,000	215,000	310,000	310,000	310,000	0.0%	0.0%
TOTAL REVENUES	\$26,778,599	\$26,788,460	\$27,323,131	\$26,867,370	\$27,229,342	-0.3%	1.3%
TOTAL RESOURCES	\$31,761,007	\$32,057,101	\$31,816,114	\$30,844,328	\$29,762,234	-6.5%	-3.5%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$7,247,312	\$7,515,084	\$7,360,099	\$7,491,313	\$7,918,844	7.6%	5.7%
Materials & Supplies	481,074	667,866	590,777	608,492	547,741	-7.3%	-10.0%
Contractual	7,594,194	7,550,283	7,421,314	8,012,941	8,454,294	13.9%	5.5%
NTMWD	8,805,414	8,604,886	8,750,000	8,700,000	8,725,000	-0.3%	0.3%
Sundry	223,667	178,860	91,447	115,647	89,927	-1.7%	-22.2%
Reimbursements	115,362	118,763	170,020	169,952	173,862	2.3%	2.3%
Subtotal	\$24,467,023	\$24,635,742	\$24,383,657	\$25,098,345	\$25,909,668	6.3%	3.2%
Capital Outlay	191,816	785,310	285,600	410,600	331,000	15.9%	-19.4%
TOTAL OPERATIONS	\$24,658,839	\$25,421,052	\$24,669,257	\$25,508,945	\$26,240,668	6.4%	2.9%
Transfer to General Fund	\$1,478,308	\$2,239,325	\$2,258,627	\$2,340,311	\$2,340,311	3.6%	0.0%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to Risk Management Fund	295,219	359,766	402,180	402,180	426,717	6.1%	6.1%
TOTAL TRANSFERS	\$1,833,527	\$2,659,091	\$2,720,807	\$2,802,491	\$2,827,028	3.9%	0.9%
TOTAL APPROPRIATIONS	\$26,492,366	\$28,080,143	\$27,390,064	\$28,311,436	\$29,067,696	6.1%	2.7%
WORKING CAPITAL	\$5,268,641	\$3,976,958	\$4,426,050	\$2,532,892	\$694,538	-84.3%	-72.6%
Days of Operation					10		

MUNICIPAL DRAINAGE UTILITY

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,347,066	\$4,228,637	\$3,010,208	\$4,641,134	\$3,376,389	12.2%	-27.3%
Revenues							
Environmental Assessment Fees:							
Residential Class Fees	\$3,718,628	\$3,737,459	\$3,734,005	\$3,746,264	\$3,753,757	0.5%	0.2%
Commercial Class Fees	\$3,816,750	3,830,260	3,832,533	3,839,284	3,846,962	0.4%	0.2%
Miscellaneous	17,652	50,632	0	9,162	0	0.0%	-100.0%
Interest Income	20,326	38,658	23,000	75,000	75,000	226.1%	0.0%
TOTAL REVENUES	\$7,573,356	\$7,657,009	\$7,589,537	\$7,669,710	\$7,675,719	1.1%	0.1%
TOTAL RESOURCES	\$10,920,422	\$11,885,646	\$10,599,745	\$12,310,844	\$11,052,108	4.3%	-10.2%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$1,928,710	\$1,832,304	\$2,313,306	\$1,882,009	\$2,123,873	-8.2%	12.9%
Materials & Supplies	185,862	229,020	383,719	408,075	392,294	2.2%	-3.9%
Contractual	497,235	786,759	776,070	935,658	866,657	11.7%	-7.4%
Sundry	26,243	42,897	4,661	3,791	4,530	-2.8%	19.5%
Reimbursements	609,462	834,391	934,340	1,051,961	1,075,949	15.2%	2.3%
Subtotal	\$3,247,512	\$3,725,371	\$4,412,096	\$4,281,494	\$4,463,303	1.2%	4.2%
Capital Outlay	245	28,570	0	0	28,100	0.0%	0.0%
TOTAL OPERATIONS	\$3,247,757	\$3,753,941	\$4,412,096	\$4,281,494	\$4,491,403	1.8%	4.9%
Transfer to General Fund	\$520,362	\$528,073	\$529,658	\$530,988	\$532,050	0.5%	0.2%
Transfer to Capital Maintenance	500,000	500,000	500,000	500,000	500,000	0.0%	0.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	2,403,666	2,442,498	2,321,063	2,258,063	2,497,531	7.6%	10.6%
TOTAL TRANSFERS	\$3,444,028	\$3,490,571	\$3,370,720	\$3,309,051	\$3,549,581	5.3%	7.3%
TOTAL APPROPRIATIONS	\$6,691,785	\$7,244,512	\$7,782,816	\$7,590,545	\$8,040,984	3.3%	5.9%
RESERVE REQUIREMENT	0	0	0	1,343,910	0	0.0%	-100.0%
WORKING CAPITAL	\$4,228,637	\$4,641,134	\$2,816,929	\$3,376,389	\$3,011,124	6.9%	-10.8%
Days of Operation					245		

RECREATION REVOLVING

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$962,316	\$1,221,118	\$902,765	\$1,174,933	\$761,619	-15.6%	-35.2%
Revenues							
Recreation Fees	\$3,806,659	\$3,669,943	\$4,423,137	\$4,094,061	\$4,231,137	-4.3%	3.3%
Contributions	13,110	6,202	15,000	9,000	9,000	-40.0%	0.0%
Interest Income	11,946	27,417	12,000	40,000	40,000	233.3%	0.0%
Miscellaneous	69,399	52,744	52,775	57,070	57,184	8.4%	0.2%
TOTAL REVENUES	\$3,901,114	\$3,756,306	\$4,502,912	\$4,200,131	\$4,337,321	-3.7%	3.3%
TOTAL RESOURCES	\$4,863,430	\$4,977,424	\$5,405,677	\$5,375,064	\$5,098,941	-5.7%	-5.1%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$1,181,101	\$1,340,318	\$1,755,007	\$1,553,901	\$1,552,195	-11.6%	-0.1%
Materials & Supplies	212,900	207,639	240,542	239,078	238,682	-0.8%	-0.2%
Contractual	2,046,124	1,793,756	2,151,204	2,044,257	2,193,080	1.9%	7.3%
Sundry	29,716	34,380	37,820	39,545	35,020	-7.4%	-11.4%
Subtotal	\$3,469,841	\$3,376,093	\$4,184,573	\$3,876,781	\$4,018,977	-4.0%	3.7%
Capital Outlay	(14,275)	218,752	0	526,657	0	0.0%	-100.0%
TOTAL OPERATIONS	\$3,455,566	\$3,594,845	\$4,184,573	\$4,403,438	\$4,018,977	-4.0%	-8.7%
Transfer to General Fund	\$186,747	\$207,646	\$225,146	\$210,007	\$440,187	95.5%	109.6%
TOTAL TRANSFERS	\$186,747	\$207,646	\$225,146	\$210,007	\$440,187	95.5%	109.6%
TOTAL APPROPRIATIONS	\$3,642,313	\$3,802,491	\$4,409,719	\$4,613,445	\$4,459,164	1.1%	-3.3%
WORKING CAPITAL	\$1,221,118	\$1,174,933	\$995,959	\$761,619	\$639,776	-35.8%	-16.0%
Days of Operation					58		

GOLF COURSE

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$11,637	(\$6,657)	\$2,156	(\$38,430)	(\$111,858)	-5288.2%	191.1%
Revenues							
Golf Fees	\$958,362	\$889,323	\$980,000	\$781,479	\$993,843	1.4%	27.2%
Concessions	61,657	57,301	62,502	60,273	62,690	0.3%	4.0%
Interest Income	97	0	400	0	0	-100.0%	0.0%
Miscellaneous	0	31,040	0	30,000	30,000	0.0%	0.0%
TOTAL REVENUES	\$1,020,116	\$977,664	\$1,042,901	\$871,752	\$1,086,532	4.2%	24.6%
TOTAL RESOURCES	\$1,031,753	\$971,007	\$1,045,057	\$833,322	\$974,674	-6.7%	17.0%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$631,824	\$635,387	\$624,309	\$597,287	\$615,782	-1.4%	3.1%
Supplies	94,537	103,476	112,725	114,686	115,111	2.1%	0.4%
Contractual Services	258,992	218,163	215,609	231,257	232,017	7.6%	0.3%
Sundry Charges	1,773	2,003	2,050	1,950	2,050	0.0%	5.1%
Subtotal	\$987,126	\$959,029	\$954,693	\$945,180	\$964,960	1.1%	2.1%
Capital Outlay	0	0	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$987,126	\$959,029	\$954,693	\$945,180	\$964,960	1.1%	2.1%
Transfer to General Fund	51,285	50,409	52,145	0	0	-100.0%	0.0%
TOTAL TRANSFERS	\$51,285	\$50,409	\$52,145	\$0	\$0	-100.0%	0.0%
TOTAL APPROPRIATIONS	\$1,038,411	\$1,009,438	\$1,006,838	\$945,180	\$964,960	-4.2%	2.1%
WORKING CAPITAL	(\$6,657)	(\$38,430)	\$38,220	(\$111,858)	\$9,715	-74.6%	-108.7%
Days of Operation					4		

RISK MANAGEMENT FUND

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,863,201	\$697,615	\$1,047,539	\$101,938	\$3,464,772	230.8%	3298.9%
Resources							
General Fund Transfer In	\$3,700,000	\$4,654,304	\$4,771,520	\$4,771,520	\$4,800,000	0.6%	0.6%
Water & Sewer Fund Transfer In	668,011	797,838	807,476	807,476	853,271	5.7%	5.7%
Sustain. & Env. Svcs. Fund Transfer In	295,219	359,766	402,180	402,180	426,717	6.1%	6.1%
Health Claims Fund Transfer In	0	0	0	2,500,000	0	0.0%	-100.0%
Claims Recovered	1,598,152	1,581,032	200,000	1,132,619	250,000	25.0%	-77.9%
Interest Earned	35,545	44,552	50,000	50,000	50,000	0.0%	0.0%
TOTAL REVENUES	\$6,296,927	\$7,437,492	\$6,231,176	\$9,663,796	\$6,379,988	2.4%	-34.0%
TOTAL RESOURCES	\$10,160,128	\$8,135,107	\$7,278,715	\$9,765,734	\$9,844,760	35.3%	0.8%
APPROPRIATIONS							
Workers' Compensation	\$2,686,947	\$3,711,988	\$2,302,058	\$2,302,058	\$2,602,058	13.0%	13.0%
Judgements and Damages	4,464,181	2,285,572	1,500,000	1,280,000	1,500,000	0.0%	17.2%
Risk Management Operations	2,311,385	2,035,609	2,429,170	2,718,904	2,876,229	18.4%	5.8%
TOTAL APPROPRIATIONS	\$9,462,513	\$8,033,169	\$6,231,228	\$6,300,962	\$6,978,287	12.0%	10.7%
UNAPPROPRIATED FUND BALANCE	\$697,615	\$101,938	\$1,047,487	\$3,464,772	\$2,866,473	173.7%	-17.3%

HUD GRANTS

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
TOTAL HUD REVENUES	\$1,220,684	\$1,494,306	\$2,179,655	\$1,614,871	\$1,974,824	-9.4%	22.3%
APPROPRIATIONS							
CDBG:							
Housing Rehabilitaiton Administrative	\$236,612	\$176,009	\$263,999	\$198,719	\$161,050	-39.0%	-19.0%
Housing Rehabilitation (CDBG)	544,376	447,633	730,671	563,744	614,402	-15.9%	9.0%
Homelessness Prevention	102,000	106,159	122,000	122,000	122,000	0.0%	0.0%
Homeownership Program	9,390	7,537	0	19,450	10,000	100.0%	-48.6%
Boys and Girls Clubs of Collin County	35,000	45,907	52,000	52,000	53,455	2.8%	2.8%
Plano Community Homes	0	58,855	0	0	0	0.0%	0.0%
Samaritan Inn	60,256	0	0	0	0	0.0%	0.0%
Texas Muslim Women's Foundation	0	50,965	42,000	42,000	44,545	6.1%	6.1%
Rebuilding Together of Greater Dallas	0	0	229,328	35,000	194,328	-15.3%	455.2%
Sub-Total CDBG:	\$987,634	\$893,065	\$1,439,998	\$1,032,913	\$1,199,780	-16.7%	16.2%
HOME:							
Housing Rehabilitation	\$98,143	\$154,036	\$283,721	\$259,898	\$138,050	-51.3%	-46.9%
HOME Administrative	38,653	38,984	55,936	43,866	51,464	-8.0%	17.3%
Homeownership Program	4,514	115,000	0	108,194	262,000	100.0%	142.2%
Plano Housing Corporation	(19,076)	0	0	0	0	0.0%	0.0%
Habitat for Humanity of S. Collin County	92,643	22,000	0	80,000	13,530	100.0%	-83.1%
Christ United Methodist Church	18,173	35,577	0	0	0	0.0%	0.0%
Housing Channel	0	235,644	400,000	90,000	310,000	-22.5%	244.4%
Sub-Total HOME:	\$233,050	\$601,241	\$739,657	\$581,958	\$775,044	4.8%	33.2%
TOTAL APPROPRIATIONS	\$1,220,684	\$1,494,306	\$2,179,655	\$1,614,871	\$1,974,824	-9.4%	22.3%

PTV FUND

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,649,688	\$1,738,793	\$645,907	\$1,880,193	\$1,166,861	80.7%	-37.9%
Revenues							
Plano Television Network Fee	\$774,423	\$734,018	\$733,444	\$704,085	\$668,881	-8.8%	-5.0%
Interest Income	9,381	17,512	10,000	25,000	25,000	150.0%	0.0%
Transfer In Gen Fund - Franch. Fees	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Miscellaneous	0	0	500	500	500	0.0%	0.0%
TOTAL REVENUES	\$1,283,804	\$1,251,530	\$1,243,944	\$1,229,585	\$1,194,381	-4.0%	-2.9%
TOTAL RESOURCES	\$2,933,492	\$2,990,323	\$1,889,850	\$3,109,778	\$2,361,242	24.9%	-24.1%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$615,958	\$627,177	\$634,970	\$643,928	\$644,973	1.6%	0.2%
Materials & Supplies	76,554	70,110	78,920	77,078	78,920	0.0%	2.4%
Contractual	289,834	258,082	466,598	489,669	473,036	1.4%	-3.4%
Equipment Reserve	0	0	550,000	500,000	650,000	18.2%	30.0%
Subtotal	982,346	955,369	1,730,488	1,710,675	1,846,929	6.7%	8.0%
Capital Outlay	212,353	154,761	0	232,242	0	0.0%	-100.0%
TOTAL APPROPRIATIONS	1,194,699	1,110,130	1,730,488	1,942,917	1,846,929	6.7%	-4.9%
WORKING CAPITAL	\$1,738,793	\$1,880,193	\$159,362	\$1,166,861	\$514,313	222.7%	-55.9%
Days of Operation					102		

CRIMINAL INVESTIGATION

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance Bud to Bud Est to Bud	
UNAPPROPRIATED FUND							
BALANCE	\$5,139,334	\$4,296,230	\$3,264,260	\$4,591,099	\$3,250,703	-0.4%	-29.2%
Forfeited Property	\$49,069	\$130,111	\$40,000	\$65,000	\$53,000	32.5%	-18.5%
Equitable Sharing	23,856	524,030	10,000	410,000	125,000	1150.0%	-69.5%
Interest	20,716	0	0	0	0	0.0%	0.0%
Auction Proceeds	1,625	8,900	5,000	1,000	1,000	-80.0%	0.0%
Grants and Miscellaneous	39,923	37,117	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$135,189	\$700,158	\$55,000	\$476,000	\$179,000	225.5%	-62.4%
TOTAL RESOURCES	\$5,274,523	\$4,996,388	\$3,319,260	\$5,067,099	\$3,429,703	3.3%	-32.3%
APPROPRIATIONS							
Operating Expense							
Materials & Supplies	\$718,374	\$270,539	\$373,500	\$386,896	\$721,030	93.0%	86.4%
Contractual - Professional	137,764	63,707	292,500	345,750	225,000	-23.1%	-34.9%
Reimbursements to Other Funds	39,923	38,561	0	0	0	0.0%	0.0%
Capital Outlay	82,233	32,482	1,500,000	1,083,750	1,874,100	24.9%	72.9%
TOTAL APPROPRIATIONS	\$978,294	\$405,289	\$2,166,000	\$1,816,396	\$2,820,130	30.2%	55.3%
UNAPPROPRIATED FUND							
BALANCE	\$4,296,230	\$4,591,099	\$1,153,260	\$3,250,703	\$609,573	-47.1%	-81.2%

TECHNOLOGY FUND

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$6,491,142	\$20,895,058	\$1,497,715	\$19,321,948	\$2,018,410	34.8%	-89.6%
Revenues							
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000	100.0%	100.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	300,000	0.0%	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	60,000	0.0%	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Technology Services Fund	0	0	0	0	0	0.0%	0.0%
Interest Earnings	149,109	198,551	50,000	284,389	184,389	268.8%	-35.2%
Tax Note Sale	15,000,000	0	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$16,549,109	\$1,598,551	\$1,450,000	\$1,684,389	\$2,584,389	78.2%	53.4%
TOTAL RESOURCES	\$23,040,250	\$22,493,609	\$2,947,715	\$21,006,337	\$4,602,799	56.1%	-78.1%
APPROPRIATIONS							
Operating Expense							
Fund 62 Projects	\$837,900	\$1,168,303	\$1,514,500	\$4,381,238	\$2,757,965	82.1%	-37.1%
Fund 29 Projects	1,057,290	1,753,358	0	14,356,689	220,000	100.0%	-98.5%
TOTAL OPERATIONS	\$1,895,190	\$2,921,661	\$1,514,500	\$18,737,927	\$2,977,965	96.6%	-84.1%
Transfer to PTV	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	0.0%	0.0%
TOTAL APPROPRIATIONS	\$2,145,190	\$3,171,661	\$1,764,500	\$18,987,927	\$3,227,965	82.9%	-83.0%
WORKING CAPITAL	\$20,895,060	\$19,321,948	\$1,183,215	\$2,018,410	\$1,374,834	16.2%	-31.9%

TS REPLACEMENT FUND

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$2,870,028	\$3,347,111	\$1,002,872	\$4,755,642	\$2,253,714	124.7%	-52.6%
Revenues							
General Fund	\$973,799	\$977,596	\$973,978	\$973,978	\$973,978	0.0%	0.0%
PTV Fund	5,125	5,125	5,125	5,125	5,125	0.0%	0.0%
Municipal Court Technology	733	733	733	733	733	0.0%	0.0%
Water & Sewer Fund	46,191	46,192	46,192	46,192	46,192	0.0%	0.0%
Sustainability & Environ. Svcs.	17,309	17,308	17,308	17,308	17,308	0.0%	0.0%
Convention & Tourism	25,941	25,942	25,942	25,942	25,942	0.0%	0.0%
Municipal Drainage	3,659	3,658	3,658	3,658	3,658	0.0%	0.0%
Golf Course	1,467	1,467	1,467	1,467	1,467	0.0%	0.0%
Recreation Revolving	733	733	733	733	733	0.0%	0.0%
Equipment Maintenance	8,775	8,775	8,775	8,775	8,775	0.0%	0.0%
Municipal Warehouse	1,466	1,467	1,467	1,467	1,467	0.0%	0.0%
Risk Management	8,525	8,525	8,525	8,525	8,525	0.0%	0.0%
Technology Services	94,966	94,967	94,967	94,967	94,967	0.0%	0.0%
Traffic Safety Fund	1,242	1,242	1,242	1,242	1,242	0.0%	0.0%
Interest	18,690	41,671	20,000	90,322	90,322	351.6%	0.0%
Transfer from General Fund	500,000	500,000	500,000	500,000	1,000,000	100.0%	100.0%
TOTAL REVENUES	\$1,708,621	\$1,735,401	\$1,710,112	\$1,780,434	\$2,280,434	33.3%	28.1%
TOTAL RESOURCES	\$4,578,649	\$5,082,512	\$2,712,984	\$6,536,076	\$4,534,148	67.1%	-30.6%
APPROPRIATIONS							
Operating Expense							
Printer & Plotter Replacement	\$0	\$7,145	\$0	\$75,000	\$75,000	100.0%	0.0%
PC, Laptop & Tablet Replacement	119,835	155,610	1,124,911	1,500,000	1,400,000	24.5%	-6.7%
Servers, Switches, Routers & SAN	1,111,703	108,797	500,000	500,000	1,400,000	180.0%	180.0%
Camera Replacement	0	2,629	500,000	1,061,371	500,000	0.0%	-52.9%
RFID Replacement	0	0	143,000	429,000	143,000	0.0%	-66.7%
Audio Visual Replacements	0	52,689	250,000	716,991	250,000	0.0%	-65.1%
TOTAL OPERATIONS	\$1,231,538	\$326,870	\$2,517,911	\$4,282,362	\$3,768,000	49.6%	-12.0%
TOTAL APPROPRIATIONS	\$1,231,538	\$326,870	\$2,517,911	\$4,282,362	\$3,768,000	49.6%	-12.0%
WORKING CAPITAL	\$3,347,111	\$4,755,642	\$195,073	\$2,253,714	\$766,148	292.7%	-66.0%

GENERAL OBLIGATION DEBT SERVICE

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALANCE	\$3,925,760	\$4,440,933	\$6,431,489	\$6,571,577	\$5,261,612	-18.2%	-19.9%
Revenues							
Ad Valorem Tax							
Current	\$41,179,204	\$44,853,154	\$45,312,712	\$45,685,276	\$47,723,081	5.3%	4.5%
Delinquent	232,584	80,575	474,215	3,169	500,331	5.5%	15688.3%
Penalty & Interest	176,956	137,746	189,686	98,789	200,133	5.5%	102.6%
Fund Interest Income	284,622	322,477	200,000	964,845	868,361	334.2%	-10.0%
Police Academy Reimbursement	151,804	151,994	148,562	148,562	134,572	-9.4%	-9.4%
TOTAL REVENUES	\$42,025,171	\$45,545,947	\$46,325,175	\$46,900,641	\$49,426,477	6.7%	5.4%
TOTAL RESOURCES	\$45,950,931	\$49,986,880	\$52,756,664	\$53,472,218	\$54,688,089	3.7%	2.3%
APPROPRIATIONS							
Bond and Certificates							
Principal	\$25,250,000	\$25,250,000	\$26,550,000	\$26,550,000	\$26,020,000	-2.0%	-2.0%
Interest	13,712,428	13,787,755	16,639,820	17,279,231	16,845,771	1.2%	-2.5%
Transfer to CO's Radio Sys Repl	905,400	801,700	802,725	802,725	357,875	-55.4%	-55.4%
Transfer to Tax Notes Radio Repl, PLL, Phone Sys	996,500	998,800	995,700	995,700	997,300	0.2%	0.2%
Transfer to Tax Notes NextGen	638,422	2,567,950	2,571,700	2,571,700	2,570,450	0.0%	0.0%
Exchanges Fees & Bond Sale Expense	7,248	9,098	11,250	11,250	12,000	6.7%	6.7%
Subtotal	\$41,509,998	\$43,415,303	\$47,571,195	\$48,210,606	\$46,803,396	-1.6%	-2.9%
New Debt Projection	0	0	1,280,000	0	1,839,713	43.7%	100.0%
TOTAL APPROPRIATIONS	\$41,509,998	\$43,415,303	\$48,851,195	\$48,210,606	\$48,643,108	-0.4%	0.9%
UNAPPROPRIATED FUND BALANCE	\$4,440,933	\$6,571,577	\$3,905,470	\$5,261,612	\$6,044,980	54.8%	14.9%

WATER & SEWER DEBT SERVICE

	Actual 2016-17	Actual 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
WORKING CAPITAL	\$801,869	\$805,916	\$809,566	\$822,101	\$832,101	2.8%	1.2%
Revenues							
Transfer In (W & S Fund)	1,837,225	1,835,400	3,270,000	3,272,570	3,267,700	-0.1%	-0.1%
Fund Interest Income	4,797	7,226	4,400	10,000	10,000	127.3%	0.0%
TOTAL	\$1,842,022	\$1,842,626	\$3,274,400	\$3,282,570	\$3,277,700	0.1%	-0.1%
TOTAL RESOURCES	\$2,643,891	\$2,648,542	\$4,083,966	\$4,104,671	\$4,109,801	0.6%	0.1%
APPROPRIATIONS							
Principal	\$930,000	\$855,000	\$1,825,000	\$1,825,000	\$1,855,000	1.6%	1.6%
Interest	907,225	980,400	1,446,070	1,446,070	1,411,200	-2.4%	-2.4%
Fees	750	(8,958)	1,500	1,500	1,500	0.0%	0.0%
Subtotal	\$1,837,975	\$1,826,442	\$3,272,570	\$3,272,570	\$3,267,700	-0.1%	-0.1%
New Debt Projection	0	0	0	0	0	0.0%	0.0%
TOTAL APPROPRIATIONS	\$1,837,975	\$1,826,442	\$3,272,570	\$3,272,570	\$3,267,700	-0.1%	-0.1%
WORKING CAPITAL	\$805,916	\$822,101	\$811,396	\$832,101	\$842,101	3.8%	1.2%



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Consideration of an Ordinance to approve and adopt the Community Investment Program and set the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.)

FINANCIAL SUMMARY

CIP

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): Community Investment Program Funds

COMMENTS: This item has no financial impact as it solely sets Community Investment Program appropriations for the 2019-20 fiscal year.

SUMMARY OF ITEM

This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2019-20, and sets the level of appropriations for the various funds, as reviewed by the City Council.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2019-20 Community Investment Program Appropriation Ordinance	8/26/2019	Ordinance
2019-20 Community Investment Program Combined Expenditure Summary	8/26/2019	Attachment

An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, public hearings were held on August 12, 2019, and August 17, 2019 by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2019-20; and

WHEREAS, during said public hearings, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said public hearings were closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2019-20 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

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

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2019 and ending September 30, 2020, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Recreation Center Facilities Fund	10,826,500
B.	Library Facilities Fund	6,920,000
C.	Police & Court Facilities Fund	500,000
D.	Fire & Public Safety Facilities Fund	13,176,295
E.	Municipal Facilities Fund	2,065,000
F.	Park Improvements Fund	24,925,892
G.	Street Improvements Fund	77,785,010
H.	Street Enhancements Fund	90,000
I.	Public Infrastructure Improvements Fund	6,070,000
J.	Technology Improvements Fund	220,000
K.	Municipal Drainage CIP Fund	78,284,000
L.	Plano Event Center Garage Fund	12,500,000
M.	Neighborhood Services Facilities Fund	1,566,000
N.	Park Fee Program	2,424,119
O.	Capital Maintenance Fund	53,548,644
P.	Water Projects Fund	26,094,000
Q.	Sewer Projects Fund	11,800,000

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED this the 9th day of September, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

	Re-Estimate							
Project Expenditures	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Future	Total
Fire & Public Safety Facilities	1,632,369	13,176,295	0	0	0	0	0	14,808,664
Library Facilities	655,000	6,920,000	2,900,000	470,000	4,705,000	0	0	15,650,000
Police & Court Facilities	11,174,623	500,000	0	0	0	0	0	11,674,623
Existing Municipal Facilities	0	2,065,000	5,960,000	2,525,000	2,925,000	1,550,000	0	15,025,000
Animal Shelter	4,253	0	0	0	0	0	0	4,253
Joint Use Facility	41,000	0	0	0	0	0	0	41,000
Service Center Facilities	57,000	0	2,000,000	2,750,000	0	0	0	4,807,000
Park Improvements	49,554,586	24,925,892	35,810,208	16,575,000	43,050,000	53,475,000	19,200,000	242,590,686
Recreation Center	6,018,485	10,826,500	4,500,000	0	0	0	7,500,000	28,844,985
Public Infrastructure Improvements	6,035,110	6,070,000	70,000	0	0	0	0	12,175,110
Street Improvements	41,857,640	77,785,010	56,705,000	45,133,000	40,690,000	43,530,000	44,655,000	350,355,650
Street Enhancements	875	90,000	510,000	375,000	375,000	375,000	375,000	2,100,875
Total General Obligation	117,030,941	142,358,697	108,455,208	67,828,000	91,745,000	98,930,000	71,730,000	698,077,846
Public Art	109,250	0	0	0	0	0	0	109,250
Technology Improvements	14,356,689	220,000	5,000,000	0	0	0	0	19,576,689
Total Short Term Debt	14,465,939	220,000	5,000,000	0	0	0	0	19,685,939
Plano Event Center Garage	0	12,500,000	0	0	0	0	0	12,500,000
Municipal Drainage	4,219,819	78,284,000	4,853,000	5,600,000	4,700,000	2,800,000	10,445,000	110,901,819
Total Revenue Bond	4,219,819	90,784,000	4,853,000	5,600,000	4,700,000	2,800,000	10,445,000	110,901,819
Park Fee Program	0	2,424,119	3,440,437	1,552,831	657,106	0	0	8,074,493
Neighborhood Services Facilities	0	1,566,000	0	0	0	0	0	1,566,000
DART Local Assistance	16,244	0	0	0	0	0	0	16,244
Capital Maintenance Fund:								
Streets & Drainage Projects	28,990,000	35,680,000	40,195,000	39,165,000	40,420,000	42,445,000	20,000	226,915,000
Parks & Recreation Projects	9,955,833	8,532,359	6,747,359	5,050,359	4,870,359	4,925,359	5,165,359	45,246,987
Municipal Facilities Projects	9,261,963	8,670,285	6,758,550	3,717,030	3,462,000	3,992,000	75,069	35,936,897
Utility & Other Projects	566,217	666,000	1,866,000	516,000	500,000	500,000	501,000	5,115,217
Capital Maintenance Fund Total	48,774,013	53,548,644	55,566,909	48,448,389	49,252,359	51,862,359	5,761,428	313,214,101
Total Other Funds	48,790,257	57,538,763	59,007,346	50,001,220	49,909,465	51,862,359	5,761,428	322,870,838
Water	12,048,616	26,094,000	21,970,000	27,070,000	12,210,000	9,850,000	6,560,000	115,802,616
Sewer	7,025,756	11,800,000	11,150,000	9,900,000	9,750,000	9,750,000	11,400,000	70,775,756
Total Water & Sewer	19,074,372	37,894,000	33,120,000	36,970,000	21,960,000	19,600,000	17,960,000	186,578,372
TOTAL	203,581,328	328,795,460	210,435,554	160,399,220	168,314,465	173,192,359	105,896,428	1,338,114,814



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 9/9/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020, and providing an effective date. (Public Hearing held 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

This Ordinance sets the ad valorem tax rate for 2019-20 at \$0.4482 cents per \$100 assessed valuation, to be distributed as follows:

\$0.3372 for Operation & Maintenance

\$0.1110 for General Obligation Debt

\$0.4482 Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THIS TAX RATE IS EQUAL TO THE EFFECTIVE TAX RATE OF \$0.4482.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2019-20 Property Tax Rate Adoption Ordinance	8/29/2019	Ordinance

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020 and providing an effective date.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2019-20, and such Tax Rate would impose an amount of taxes from the same properties in both Fiscal Year 2018-19 and Fiscal Year 2019-20; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2019-20 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, the proposed Tax Rate does not exceed the Effective Tax Rate and Rollback Tax Rate and therefore, the notice of and two public hearings on the adoption of a tax rate were not required, in accordance with State law; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2019-20 should be approved and adopted for Fiscal Year 2019-20.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2019-20 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$0.3372	for purposes of General Fund maintenance and operation.
\$0.1110	for payment of principal and interest on all General Obligation Bond funded debt of this City.

<hr/> \$0.4482	Total Tax Rate
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Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2019-20 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

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

DULY PASSED AND APPROVED, this the 9th day of September 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: 9/9/2019

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Consideration of an Ordinance to ratify the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date. (Public Hearing held 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

As required by Local Government Code 102.007, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council (a) one vote to adopt the Budget, and (b) one vote to adopt the tax rate, and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.

This Ordinance ratifies the property tax revenue increase as reflected in the 2019-20 Budget by adding the following statement:

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$5,375,892 OR 2.73% AND OF THAT AMOUNT \$3,719,014 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2019-20 Property Tax Revenue Ratification Ordinance	8/23/2019	Ordinance

An Ordinance of the City of Plano, Texas ratifying the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date.

WHEREAS, Local Government Code 102.007 relating to Adoption of the Budget, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, The City's 2019-20 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the 2019-20 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2019-20 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$5,375,892 OR 2.73%, AND OF THAT AMOUNT \$3,719,014 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

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

DULY PASSED AND APPROVED, this the 9th day of September, 2019.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**