

# CITY COUNCIL

1520 AVENUE K



DATE: 8/26/2013  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Pastor Jack Schneider  
St. Paul Lutheran Church  
PLEDGE OF ALLEGIANCE: Boy Scout Troop 822  
Westside Baptist Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>PROCLAMATION: September is National Blood Cancer Awareness Month, a time to increase awareness of the different types of blood cancers</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p>Cultural Affairs Commission - Gregory R. Huckaby</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b> August 12, 2013</p>	
(b)	<p><b><u>Approval of Expenditures</u></b> <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(c)	<p>Bid No. 2013-332-B for 2013 Trail Repairs to Urban Construction Group in the amount of \$539,647 and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(d)	<p>To approve a Professional Services Agreement by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$117,035 for Erosion Control - Valley Creek and Stone Creek project, and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Adoption of Resolutions</u></b></p>	
(e)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Collin County for firefighting and fire protection services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(f)	<p>To authorize the filing of a grant application in an amount not to exceed \$400,000 under the Collin County Housing Finance Corporation; approving its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the Dallas County Community College District for Richland College and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the North Central Texas Council of Governments (NCTCOG) and the City of Plano for educational training services; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To approve the Investment Portfolio Summary for the quarter ending June 30, 2013 and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Ordinances</u></b></p> <p>(i) To annex to the City of Plano, Texas, a total of 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619, Collin County, Texas and J. Myers Survey, Abstract No. 882, Denton County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date. Public Hearings held July 24 and July 26, 2013. Applicant: City of Plano (Annexation Case A2013-01)</p> <p>(j) To repeal Ordinance No. 2013-7-4; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective August 26, 2013; and providing a repealer clause, a severability clause and an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.32 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).</p>	
(2)	<p>Consideration of RFP No. 2013-259-B for consulting services for Strategic and Operational Plan for Residential Property Value Retention for the Planning Department to Catalyst Commercial, Inc. in the amount of \$134,488 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-12, to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to allow retaining wall signs; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(4)	<p>Consideration of a License Agreement with Live Nation Worldwide Inc., for the promotion and production of a music festival at Oak Point Park and Nature Preserve and authorizing the City Manager to execute all necessary documents.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/26/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: September is National Blood Cancer Awareness Month, a time to increase awareness of the different types of blood cancers.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
August 12, 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem (arrived at 6:50)  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor LaRosiliere called the meeting to order at 4:34 p.m., Monday, August 12, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss matters of Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087 and Real Estate, Section 551.072; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:40 p.m. in the Senator Florence Shapiro Council Chambers.

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

No items were discussed.

**Discussion and Direction regarding Improvements to McCall Plaza**

Chief Park Planner Reeves spoke to the development of McCall Plaza in 1986 and its deteriorating conditions. He spoke to a recommendation for renovation including the construction of a stage to be oriented toward the plaza (small events) or parking lot (large events), landscaping, electrical connections and lighting, additional sidewalk for adjacent restaurants and improved connections from the parking lot to 14<sup>th</sup> Street establishments. Mr. Reeves advised that the cost estimate is \$1-1.5 million from existing bond funds. The Council stated a consensus in directing Staff to proceed.

### **Consideration of 2014 City Council Meeting Dates**

City Manager Glasscock spoke to rescheduling dates that conflict with conferences, holidays, etc. and the recommendations to reschedule meetings in March, May and December. The Council concurred with the recommendations.

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

No items were discussed.

### **Consent and Regular Agendas**

City Secretary Zucco advised of substitute language for Consent Agenda Item "D," Bid No. 2013-290-B for Hoblitzelle Park Erosion Control project, Project No. 6277 to Environmental Safety Services, Inc.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:51 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**August 12, 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 12, 2013, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Reverend Dr. Robert Hasley, Jr. of St. Andrew United Methodist Church Plano led the invocation and Girl Scout Troop 2430 from Hughston Elementary led the Pledge of Allegiance.

Mayor LaRosiliere received a piece of artwork, "Texas Sunset" from Thalia Hernandez and recognized her receipt of a scholarship from Cambria Suites. He recognized City Attorney Diane Wetherbee for her 20 years of service to the City.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

City Secretary Zucco advised regarding a revision to Consent Agenda Item "D."

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 7-0 to approve and adopt all items as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item “A”)

July 22, 2013

July 24, 2013

August 5, 2013

August 7, 2013

**Approval of Expenditures**

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

**Bid No. 2013-271-B** for the purchase of the Oak Point Recreation Center Combined Heat and Power Plant and Replacement of Pool HVAC to Berger Engineering Company in the amount of \$1,643,729 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2013-92-B** for the Preston Road Corridor Project to Lone Star Civil Construction, Inc. in the amount of \$4,443,534 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2013-290-B** for the Hoblitzelle Park Erosion Control project, Project No. 6277 to Enviromental Safety Services, Inc. in the amount of \$642,500 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”) (Item approved with revision)

**Purchase from an Existing Contract**

To approve the purchase of one (1) Compact Wheel Loader from Holt Cat in the amount of \$86,021 for the Fleet Department to be utilized by Compost Operations, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract No. 345-10) (Consent Agenda Item “E”)

To approve the purchase of a surveillance vehicle in the amount of \$134,523 from Specialty Vehicle Solutions, LLC through an existing contract with US General Services Administration (GSA) and authorizing the City Manager to execute all necessary documents. (GSA Contract #GS-30F-0011T) (Consent Agenda Item “F”)

To approve the purchase of Partner Assurance Software Support Services (PASS) for Avaya Voice Network, for one (1) year with two (2) optional one year renewals, in the estimated annual amount of \$65,623 from Affiliated Telephone, Inc. through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499) (Consent Agenda Item “G”)

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

To approve a Landscape Architecture Services Agreement by and between the City of Plano and JBI Partners, Inc. in the amount of \$252,500 for design services for High Point South and Russell Creek Park Renovations and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve the assignment of an existing agreement with CSG Systems Incorporated to a new provider, DP2 Billing Solutions LLC, dba DataProse, for Utility Bill Printing, Mailing & Offset Printing Services; authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

**Approval of Contract Modification**

To approve and authorize Contract Modification No. 3 for the purchase of additional design and survey services for Alley Reconstruction – Plano East Project No. 6066 in the amount of \$9,000 from J. Volk Consulting, Inc. (Consent Agenda Item “J”)

**Adoption of Resolutions**

**Resolution No. 2013-8-1(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between loanDepot.com, LLC, a Delaware limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2013-8-2(R):** To accept the Certified Appraisal Rolls for Fiscal Year 2013-14 for Collin County and Denton County, and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2013-8-3(R):** To approve the Second Amended Bylaws of the Plano Health Facilities Development Corporation, and authorizing a change of the registered agent for the Plano Health Facilities Development Corporation to be the Finance Director of the City of Plano; and providing an effective date. (Consent Agenda Item “M”)

**Resolution No. 2013-8-4(R):** To approve the settlement between the City of Plano and Comerica Bank in the amount of \$79,058; authorizing the City Manager to execute any and all documents necessary to finalize such settlement; and providing an effective date. (Consent Agenda Item “N”)

### **Adoption of Ordinances**

**Ordinance No. 2013-8-5:** To abandon all right, title and interest of the City, in and to part of that certain Drainage Easement recorded in Instrument No. 20060719001009210 of the Land Records of Collin County, Texas, and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, West Plano Land Company, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “O”)

**Ordinance No. 2013-8-6:** To repeal and replace Sections 15-1, 15-3, 15-4, 15-5, 15-24, 15-51, 15-85, 15-91, and 15-122 of Chapter 15, Parks and Recreation, of the Code of Ordinances of the City of Plano, Texas to revise certain definitions, permitted and prohibited activities, the permit process, facility fees, the duties of the Parks and Recreation Planning Board, and penalty language; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item “P”)

**Ordinance No. 2013-8-7:** To amend Ordinance No. 2004-10-7 codified as Section 6-3 of Article I, Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; Ordinance No. 2009-9-25 codified as Section 16-81 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; and Ordinance No. 2008-12-6 codified as Sections 16-82 and 16-83 of Article V, Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano to increase the number of regular members of the Building Standards Commission and Board of Adjustment to eight (8) members and to eliminate alternate membership; and providing a repealer clause, a severability clause, a savings clause and an effective date. (Consent Agenda Item “Q”)

**Ordinance No. 2013-8-8:** To adopt and enact Supplement Number 104 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “R”)

**END OF CONSENT**

### **Public Hearing on the FY 2013-14 Recommended Budget and the FY 2013-14 Proposed Community Investment Program (CIP)**

Mayor LaRosiliere opened the Public Hearing. Citizen Shep Stahel spoke in support of Parks and Recreation Community Investment Program items, particularly the Oak Point Park Welcome Center. No one else appeared to speak. The Public Hearing was closed.

### **A vote on a proposal to consider an increase in the total tax revenue**

Director of Budget and Research Rhodes-Whitley advised that the Truth-In-Taxation Law states that if a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal on the agenda of a future meeting as an action item; the vote must be recorded; and the proposal must specify a tax rate. Ms. Rhodes-Whitley advised that the proposed rate is 48.86 cents per \$100 of assessed valuation with a debt rate of 15.90 cents. She spoke to the effective tax rate (47.75 cents) being the rate which would result in the same tax revenue as last year using this year's appraised values and the rollback rate which raises the same amount for operations as the prior year plus 8% cushion. She reviewed the upcoming sessions including a budget worksession on August 17 and Public Hearings on August 26 and September 4. Upon a motion made by Council Member Davidson and seconded by Council Member Miner, the Council voted 7-0 to maintain a tax rate of 48.86 cents per \$100 valuation.

### **Discussion of the FY 2013-14 Proposed Community Investment Program**

Director of Parks and Recreation Fortenberry spoke regarding the Park Master Plan and the backlog of projects resulting from the economic downturn. She advised that of the 2005 bond authority (\$10 million remaining) the Nature Center at Oak Point Park and Nature Preserve (\$3 million), Skate Park (\$925,000), Archgate Park (\$217,000) and Jack Carter Maintenance Shop are included in Capital Improvement Projects for Fiscal Year 2013-14. She responded to the Council, advising that skate parks remain high in popularity and that a specific location has not yet been determined. Ms. Fortenberry advised that of the 2009 bond authority (\$40 million remaining) Carpenter Recreation Center Pool (\$500,000), Douglass Community Center (\$450,000), Oak Point Recreation Center Expansion (\$4 million), Athletic Field Improvements (\$950,000), Athletic Field Renovations (\$1.9 million), Land Acquisitions (\$3.6 million), Oak Point Park Development (\$2.2 million), and Trail Connections (\$1.7 million) are included in the Capital Improvement Projects for FY 2013-14. Of the 2013 projects, Ms. Fortenberry advised that Jack Carter Pool Renovation (\$700,000) and Carpenter Park Renovation (\$600,000) are included as are maintenance facility expansion (\$2.8 million) from 2005 and 2009 bond referendums and park improvements (\$1.3 million) from 2009 and 2013 bond referendums.

Ms. Fortenberry advised that Park Fee Program projects include Cottonwood Creek Greenbelt South (\$135,000), Cottonwood Creek Greenbelt North (\$450,000) and Spring Creek/Parkwood NH Park (\$950,000) and that Capital Reserve Fund projects include: athletic field (\$950,000), community park (\$625,000), Courtyard Theatre (\$180,000) and dog park (\$250,000) renovations, double check replacements (backflow devices on irrigation \$30,000), irrigation renovations (\$475,000), living screen replacements (\$335,000), median (\$125,000) and neighborhood park (\$500,000) renovations, park restoration (\$100,000), park signage replacements (\$15,000), park structures and equipment (\$475,000), playground replacements (\$500,000), pool equipment (\$175,000), public building landscapes (\$725,000), recreation center equipment (\$200,000), trail repairs (\$750,000) and tree replacements (\$25,000). She advised that street enhancement projects include the downtown area (\$1,500,000) and entryway landscaping (\$150,000). She advised that recreation center items include tables/chairs and not fitness equipment and that the senior center will move forward in the coming years and look to expand parking.

Director of Public Works Cosgrove advised regarding the Street Improvements Program (\$26.4 million) including rehabilitation projects (\$8.3 million), design projects (\$1.4 million), capacity improvements (\$13.2 million), and miscellaneous items including addressing bridge projects (\$3.3 million). Mr. Cosgrove spoke to funding sources and municipal drainage projects (\$2.7 million), water improvement projects (\$7.5 million), sewer improvements (\$7.8 million), capital reserve projects (\$14.4 million), other community investment projects (\$6.7 million), facilities/capital reserve (\$4.2 million) and facility projects (\$7.8 million).

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:01 p.m. advising that the Council would resume the executive session in Training Room A and close the meeting following that session.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/26/13			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Bid No. 2013-332-B for 2013 Trail Repairs to Urban Construction Group in the amount of \$539,647 and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		244,394	717,000	750,000	<b>1,711,394</b>
Encumbered/Expended Amount		-244,394	-190,070	0	<b>-434,464</b>
This Item		0	0	-539,647	<b>-539,647</b>
BALANCE		0	526,930	210,353	<b>737,283</b>
<b>FUND(S):    CAPITAL RESERVE</b>					
<b>COMMENTS:</b> Funds are included in the FY 2012-13 and Proposed 2013-14 Capital Reserve Projects CIP. This item, in the amount of \$539,647, will leave a balance of \$737,283 for future Trail Repair projects.					
<b>STRATEGIC PLAN GOAL:</b> Repairs to Plano's trails relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid of Urban Construction Group in the amount of \$539,647 be accepted as the lowest responsible bid for the 2013 Trail Repairs project conditioned upon the timely execution of all necessary documents.					
This project involves the demolition and construction of concrete recreational trail, erosion control, finish grading, and other site repair as needed. This project provides for repair at nine locations throughout the City.					
In the event the low bidder cannot execute the contract documents, staff recommends that the project be rebid.					



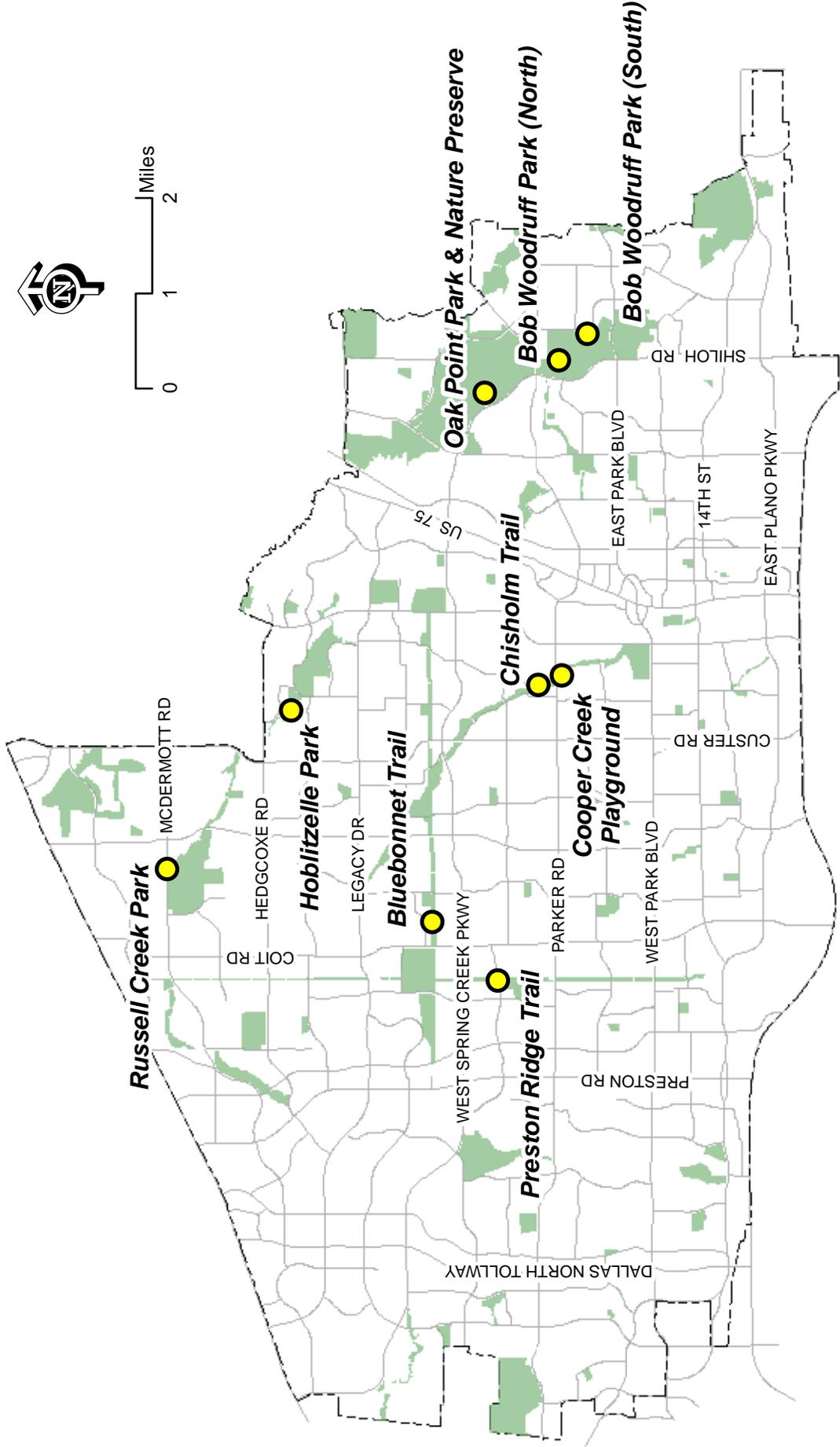
# CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies



# 2013 Trail Improvements

Project Number, 6266



**CITY OF PLANO**  
**BID NO. 2013-332-B**  
**2013 Trail Repairs Project No. 6266**  
**BID RECAP**

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**Bid opening Date/Time:** August 6, 2013 @ 2:00 pm

**Number of Vendors Notified:** 3248

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

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

**Number of Bids Submitted Responsive to Bid:** 6

URBAN CONSTRUCTION GROUP	\$539,646.71
NORTH ROCK CONSTRUCTION, LLC	\$623,011.12
JIM BOWMAN CONSTRUCTION, LP	\$659,750.00
NASH CM, INC.	\$823,036.00
2CMD, INC.	\$840,798.34
HQS CONSTRUCTION, LLC	\$841,431.00

**Recommended Vendors:**

URBAN CONSTRUCTION GROUP	\$539,646.71
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*Nicole Griffin*

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Nicole Griffin  
Buyer II

*August 9, 2013*

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>														
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory														
Council Meeting Date:		08/26/13												
Department:		Engineering												
Department Head:		Gerald P. Cosgrove, P.E.												
Agenda Coordinator (include phone #):		Kathy Schonne (7198)		Project No. 5995										
<b>CAPTION</b>														
To approve a Professional Services Agreement by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$117,035 for Erosion Control - Valley Creek and Stone Creek project, and authorizing the City Manager to execute all necessary documents.														
<b>FINANCIAL SUMMARY</b>														
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP														
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>										
Budget	0	150,000	0	<b>150,000</b>										
Encumbered/Expended Amount	0	0	0	<b>0</b>										
This Item	0	-117,035	0	<b>-117,035</b>										
BALANCE	0	32,965	0	<b>32,965</b>										
<b>FUND(S):    MUNICIPAL DRAINAGE CIP</b>														
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$117,035, will leave a current year balance of \$32,965 for the Erosion Control – Valley Creek and Stone Creek project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Professional engineering services at Valley Creek Drive and Stone Creek Drive to prepare for future erosion control improvements relates to the City's Goal of Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>														
<p>This agreement is for preliminary and final design-related professional engineering services and plan preparation for channel and bank erosion control improvements near 1013 Valley Creek Drive, and channel bank gabion toe wall erosion repair near 2600 Stone Creek Drive. The Valley Creek project extends along the east creek bank from existing gabion wall south of 1013 Valley Creek Drive to the north side of 1021 Valley Creek Drive. The Stone Creek project begins at the low water crossing at 2600 Stone Creek Drive and extends along the toe of both banks approximately 300 linear feet to the west. The project also includes 40 linear feet of gabion repair for the entire west gabion wall where existing gabion baskets are failing.</p> <p>Funding is available from the Drainage Community Investment Program, and the \$117,035.00 contract fee is detailed as follows:</p>														
<table style="width:100%; border:none;"> <tr> <td colspan="2"><b>Basic Services</b></td> </tr> <tr> <td style="padding-left:20px;">Design Standards</td> <td align="right">\$1,886.00</td> </tr> <tr> <td style="padding-left:20px;">Data Collection</td> <td align="right">\$3,302.00</td> </tr> <tr> <td style="padding-left:20px;">Geotechnical Investigation</td> <td align="right">\$4,051.00</td> </tr> <tr> <td style="padding-left:20px;">Environmental Evaluation</td> <td align="right">\$12,128.00</td> </tr> </table>					<b>Basic Services</b>		Design Standards	\$1,886.00	Data Collection	\$3,302.00	Geotechnical Investigation	\$4,051.00	Environmental Evaluation	\$12,128.00
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Data Collection	\$3,302.00													
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Environmental Evaluation	\$12,128.00													



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Design Survey	\$24,101.00
Preliminary Design	\$25,696.00
Final Design	\$18,805.00
Structural Details and Sections	\$13,800.00
Bid Phase Services	\$6,045.00
Construction Administration	<u>\$7,221.00</u>
<b>Total</b>	<b>\$117,035.00</b>

List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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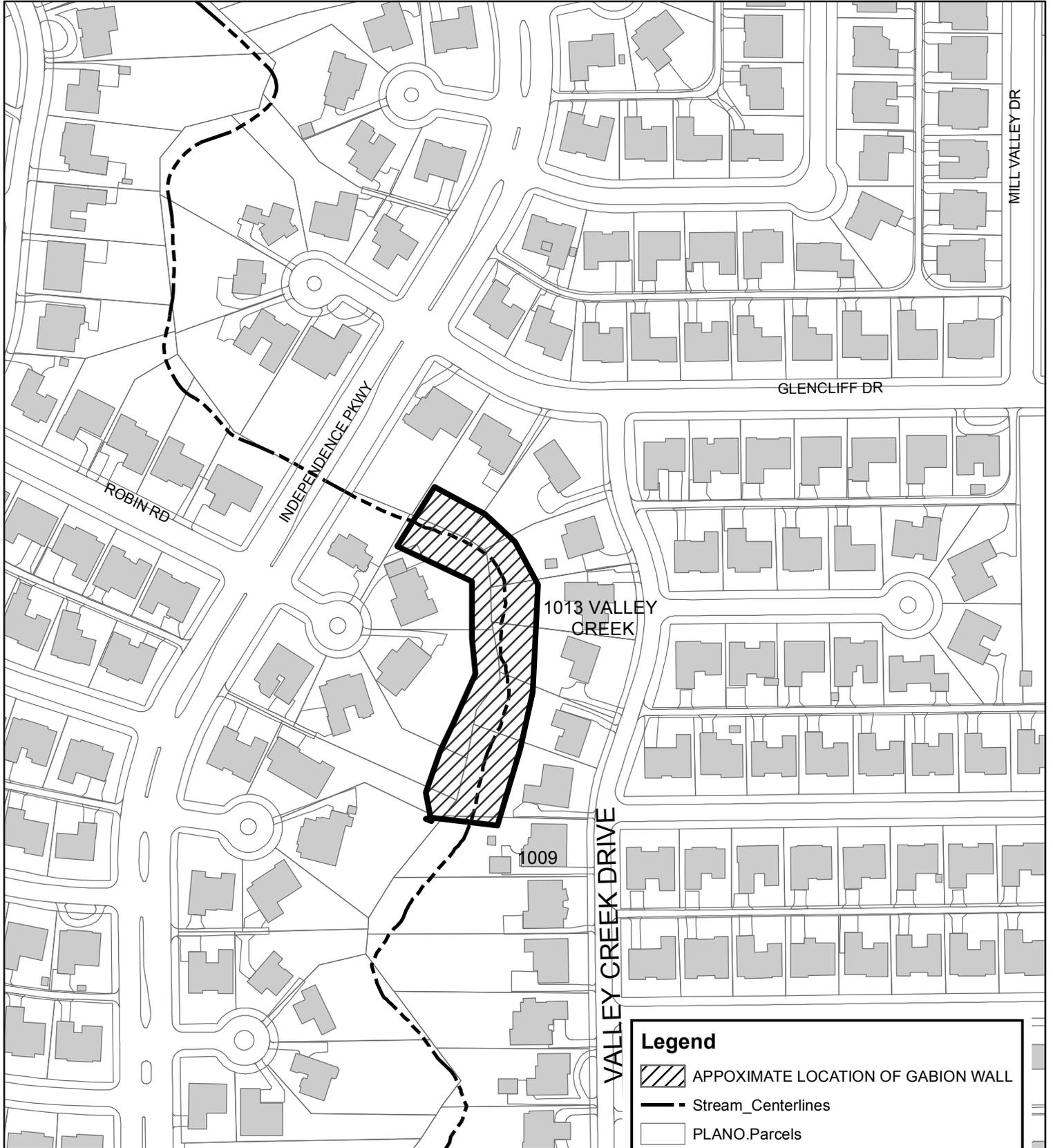
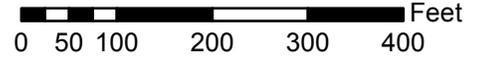


# LOCATION MAP

## 1013 VALLEY CREEK DR.

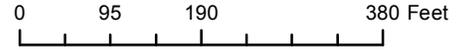
### PROJECT # 5995

1 inch = 200 feet

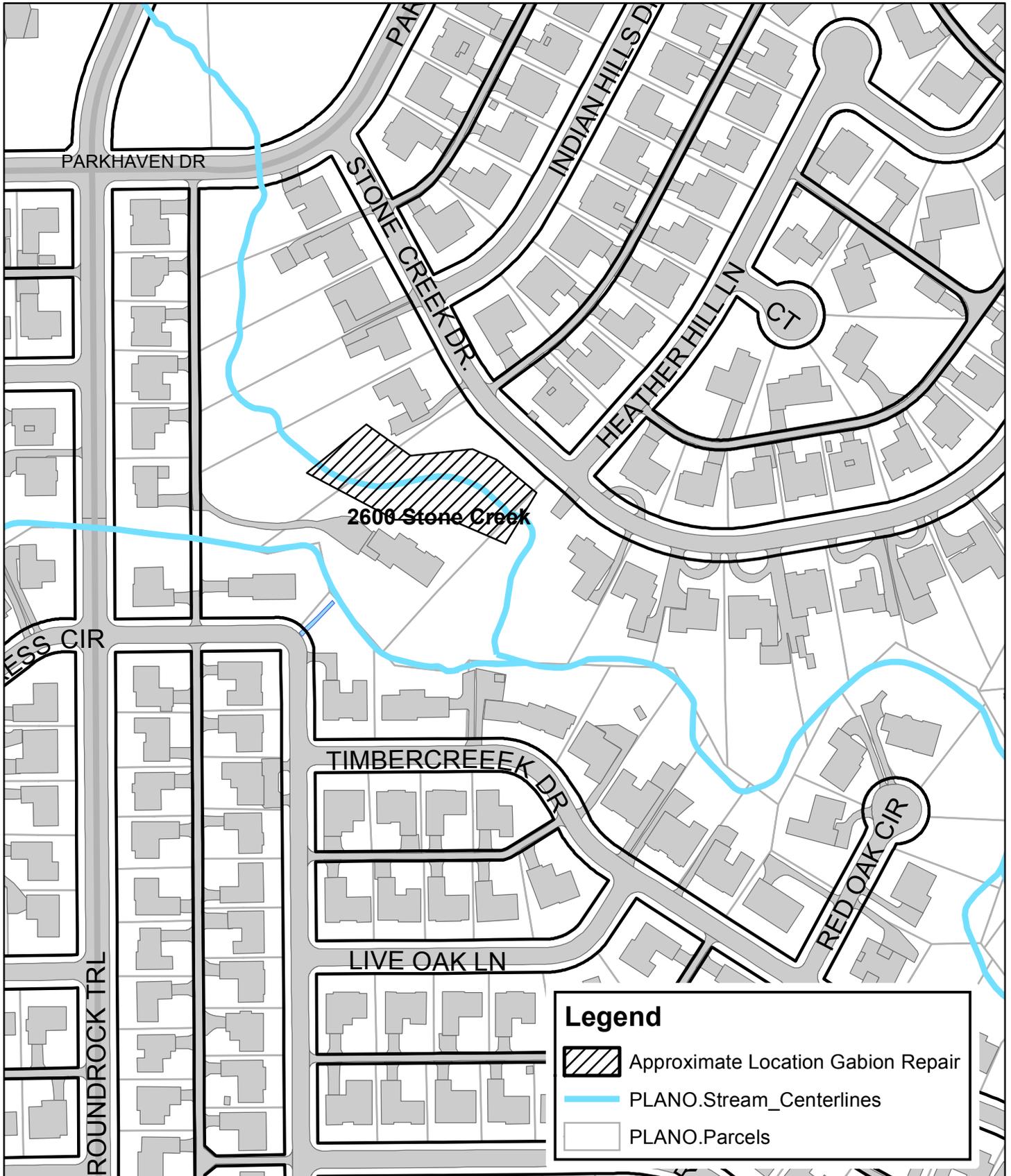




# LOCATION MAP 2600 STONE CREEK PROJECT # 5995



1 inch = 200 feet



**EROSION CONTROL AT VALLEY CREEK AND STONE CREEK**

**PROJECT NO. 5995**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **EROSION CONTROL AT VALLEY CREEK AND STONE CREEK** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

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

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### VIII. Independent Contractor

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

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

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

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

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

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

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

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

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

Freese and Nichols, Inc.  
Attn: Kelly Dillard, Associate/Group Manager  
4055 International Plaza, Suite 200  
Fort Worth, TX 76109

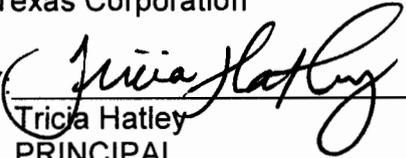
G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**FREESE AND NICHOLS, INC.**  
A Texas Corporation

DATE: 8-12-13

BY:   
Tricia Hatley  
PRINCIPAL

**CITY OF PLANO, TEXAS**

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

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

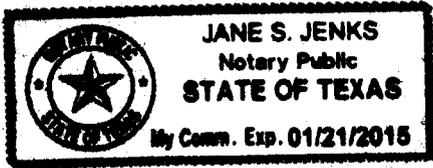
**APPROVED AS TO FORM:**

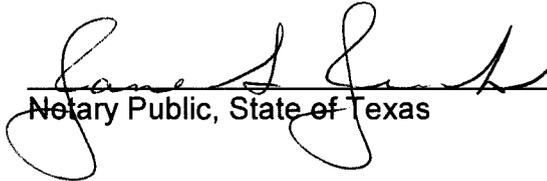
\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 12<sup>TH</sup> day of AUGUST, 2013 by **TRICIA HATLEY, PRINCIPAL**, of **FREESE AND NICHOLS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT A  
SCOPE OF SERVICES**

**EROSION CONTROL AT VALLEY CREEK AND STONE CREEK**

**PROJECT NO. 5995  
CIP NO. 70116**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design related professional engineering services and plan preparation for channel and bank erosion improvements near 1013 Valley Creek, and channel bank gabion toe-wall erosion repair near 2600 Stone Creek Drive within the City of Plano (see Location Maps, Figures 1 and 2).

The project near 1013 Valley Creek Drive extends along the east creek bank from the existing gabion baskets south of 1013 Valley Creek Drive to the north side of 1021 Valley Creek Drive. This project assumes that the extents of channel improvements will be less than 500 LF to qualify for a nationwide permit. This project also includes outfall structure support design for the outfall near 1021 Valley Creek Drive.

The project near 2600 Stone Creek Drive begins at the low water crossing at 2600 Stone Creek Drive and extends along the toe of both creek banks to approximately 300 LF west near 2608 Stone Creek Drive. This project also includes approximately 40 LF of gabion repair for the entire west gabion wall where the existing gabion baskets are failing. This project assumes that the extents of repair will qualify for a nationwide permit. The creek should be drained prior to the design survey and construction phases.

**BASIC SERVICES:**

**A. Design Standards/Meetings**

1. This project shall be designed in accordance with the following:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Erosion & Sediment Control Manual
  - Thorough Fare Standards Rules & Regulations
  - Manual for the Design of Water & Sanitary Sewer Lines
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTCOG Standard Specifications for Public Works Construction
  - Special Provisions to NCTCOG Standard Specifications for Public Works Construction
  - Sample Plan Set
2. All plans submitted to the City for final acceptance shall be signed and sealed by a Texas registered professional in accordance with state law.
3. FNI will conduct a project kickoff meeting with the City of Plano.

**B. Research and Data Collection**

1. Review reports, utility plans, hydrologic and hydraulic models including reviewing any available City of Plano reports on the erosion problems and obtaining pertinent utility plans, street plans, plats, existing easement information, and historic photos, and other features within the project area.
2. FNI will meet with the City of Plano project manager for an on-site walk through of the project area.

**C. Geotechnical Investigations**

This document provides details for the proposed geotechnical study scope for the proposed rehabilitation of the existing Prairie Creek channel near 1013 Valley Creek in Plano, Texas. The investigation is to verify the previous geotechnical investigation at 909 Valley Creek Drive and does not include additional borings for this site. Geotechnical Investigation at 2600 Stone Creek Drive is not included in this scope of services as it is mainly a gabion repair design and assumes that a geotechnical investigation was completed with the original design. Additional borings near 2600 Stone Creek Drive or 1013 Valley Creek would require additional services. Our proposed services for the geotechnical study are as follows:

1. Review the Dallas Sheet of Geologic Atlas of Texas to study general subsurface conditions that are expected at the project site.
2. A geologist will travel to the site to confirm the site geology and to determine if there are any anomalous geologic conditions that may need to be modeled as part of the stability analysis.
3. Develop one slope stability cross sections based on survey and historic geotechnical investigation performed by others.
4. Prepare a technical memorandum summary report of the geotechnical analysis to include:
  - a) Summary of visual field investigation to assess geologic conditions and general discussion of site geology.
  - b) Discussion of subsurface conditions and soil properties indicated in historic geotechnical reports and implications for design.
  - c) Slope stability calculations.
  - d) Analyses and recommendations for the proposed slope repairs.

**1. Environmental Evaluation**

This scope assumes that the proposed projects can be designed and authorized under the terms and conditions of Nationwide Permit 13, *Bank Stabilization*, without requiring a preconstruction notification (PCN). If it is determined that the proposed bank stabilization or gabion wall repair will exceed 500 lf or an average of one cubic yard of fill below the plane of the ordinary high water mark, a NWP 13 PCN including a request for a waiver of these volume and linear feet limits should be submitted to the USACE for written authorization. A NWP PCN can be provided as an additional service.

5. Assemble data such as aerial photos and project limits in digital format for a site visit. Create Data Dictionary for GPS data logger for data collection.
6. FNI scientists will conduct a site visit to make observations along the proposed project limits in order to identify existing conditions (environment) and assess project impacts. The presence and general locations of waters of

the U.S., including wetlands, potential threatened/endangered species habitat; and vegetation will be identified within the proposed project limits. The ordinary high water mark (OHWM) will be delineated within the proposed project limits using numbered stakes or pin-flags for surveyors to tie-in. This scope assumes that a surveyor will be provided by the City.

7. FNI will prepare a memorandum documenting the site visit findings and provide an opinion on the Section 404 permitting requirements. FNI will recommend what, if any, additional studies are needed and propose a course of action needed to get the project authorized under a Section 404 permit without requiring a PCN.
8. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project may exceed these thresholds, coordination with THC will be required. In accordance with the Antiquities Code of Texas and NWP general condition 20, Historic Properties, FNI will prepare a letter to the Texas Historical Commission describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services.
9. FNI environmental scientists will coordinate with the FNI project team to calculate fill below the OHWM and provide environmental permitting input into the design.
10. FNI environmental scientists will attend one meeting with the City to discuss the draft Technical Memorandum, the City's comments, and the USACE permitting process.

#### **D. Design Survey**

Design survey will be completed for the 1013 Valley Creek and 2600 Stone Creek projects.

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees -4 inches in diameter and larger, edges of pavements and all other visible features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.)
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on the drawings.
7. Locate all pertinent creek features for design, including top of bank, flowlines, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, etc., (within construction area) on the two sites. Provide cross sections along the creek every 50 feet from through the Valley Creek project site.

8. Survey all pertinent creek crossing features, including top of road, culvert sizes and flowline elevations, abutment locations elevations, etc. Survey will detail existing gabion features within the project area.
9. Survey, elevation work, and information shown on plans shall extend an adequate distance to provide data for design.
10. Locate home irrigation connected to the creek, if any.
11. City shall coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area.
12. Surveyor shall drain the creek near 2600 Stone Creek Drive prior to performing the survey to obtain ground elevations and gabion elevations in this area. The surveyor accepts no liability for damages to the natural aquatic wildlife due to the draining of the project area. The City will be responsible for notification to homeowners that the creek will be drained. The surveyor is not responsible for filling the creek once drained.
13. Provide metes and bounds and easement documents for up to five (5) permanent easements for the project along 1013 Valley Creek Drive.

**E. Preliminary Design**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
  - Cover sheet
  - Project layout control sheet(s) Scale 1" = 50'
  - General Notes and Quantity sheet (sheet by sheet breakdown of all quantities)
  - Gabion Wall plan and profile sheets
  - Preliminary cross-sections of proposed erosion protection indicating the general orientation of the improvements with respect to the channel
  - Typical sections and detail sheets.
  - Structural Elevation and Details
  - Structural Sections
  - Boring Logs
  - Prepare SWPPP meeting EPA and City of Plano Requirements
  - Erosion Control Sheets including plan and profile of proposed gabion wall improvements and anchor locations

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Perform a site visit to verify survey data and locations of utilities and existing structures.
3. Establish design concepts for repair and/or anchorage of existing gabion retaining wall elements.
4. Perform an existing and proposed conditions hydraulic analysis on Prairie Creek for the Valley Creek project. The hydraulic analysis will be based on the existing City HEC-RAS hydraulic model updated with survey described in Section E. Proposed modeling will include the proposed gabion wall near 1013 Valley Creek Drive. FNI will compare existing to proposed 100-year water surface elevations and velocities near the project site.

5. The City shall coordinate with affected utilities such as water, gas, telephone, cable TV and electric to verify the location of their facilities located in the design survey.
6. Establish preliminary easement needs including permanent and temporary construction easements.
7. Prepare outline of any special technical specifications needed for the project (if any).
8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.
9. Submit four (4) sets of preliminary plans and preliminary statement of probable construction cost to the City for review.
10. Meet with City staff to discuss City comments on preliminary plans, technical specifications, and cost estimates.
11. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City of Plano for distribution to the franchise utility companies affected by the construction. Utility coordination plans need only include the cover sheet and the plan sheets.

**F. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano and property owners.
2. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed erosion control structure. Tie the location of uncovered utilities to the local control network.
3. Finalize construction plans for proposed improvements.
4. Prepare technical specifications for the erosion control structure.
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.
6. Revise construction quantities and prepare final opinion of probable construction cost estimates.
7. Assist in preparing the final bid documents. The City of Plano will prepare the final form of construction documents. The following information to be supplied by the Engineer shall include:
  - a. One copy of the finalized technical specifications
  - b. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.
  - c. One set of blue-line or blackline prints of final drawings and one electronic set of final drawings for Purchasing.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) bond sets of final black line prints and one unbound set, for approval by the City.
10. Submit an electronic PDF format half-size set to the City for distribution to the franchise utility companies affected by construction.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. The City shall distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. The City shall coordinate relocation of franchise utilities impacted by the project.

**G. Bid Phase Services**

1. Assist the City staff in advertising for bids.
  - a. Furnish additional sets of plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
  - b. The cost for information (plans and contract document) provided for the purpose of securing bids shall be recovered by the Engineer by a non-refundable deposit from Contractors. Maintain a list of plan holders.
2. Prepare and distribute addenda to bid documents as necessary.
3. Assist City staff in a pre-construction conference.
4. Assist the City of Plano in securing bids, issuing notice to bidders, notifying construction news publications. The notice to bidders will be furnished by the City of Plano for publication in the local news media. The cost for publications shall be paid by the City of Plano.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide bid tabulation to the City within four (4) working days of the bid letting.
7. Evaluate the low and second low bidders. Bid evaluation will include the contractor's past work history, financial resources, and physical resources to produce the project. Prepare letter of recommendation to the City for awarding a contract to the lowest responsible bidder within four (4) working days of the bid letting.
8. Furnish fourteen (14) of full-size and four (4) sets of half-size final construction plans and three (3) sets of the contract documents manual to the City for construction.

**H. Construction Administration**

In performing these services, Engineer will endeavor to protect City in providing these services however, it is understood that Engineer does not guarantee the Contractor's performance, nor is Engineer responsible for supervision of the Contractor's operation and employees. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Engineer shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City staff in conducting one pre-construction conference with the Contractor.
2. Contractor shall be responsible for draining the creek along near 2600 Stone Creek Drive.
3. Provide written responses to requests for information or clarifications during construction.
4. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.

5. Provide construction control points to be used for construction. Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
6. If questions relating to testing occur, assist the City of Plano with recommendations for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
7. Interpret intent of the drawings and technical specification for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.
8. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting the changes in the Project made during construction. The Engineer shall submit one set of "as-builts" to the Engineering Inspector for review and approval. Upon approval, the engineer shall submit the following to the City.
  - a. One set of 22" x 34" black-line plans shall be submitted to the Engineering Department from Design Engineer.
  - b. Two CD-ROM discs containing the scanned images of the 22" x 34" final "as-built" black-line drawings (with "as-built" stamps" bearing the signature of the Engineer and the date.) The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.) Each file shall be named in numeric order format or converted to DXF format.

**ADDITIONAL SERVICES:**

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

1. Surveying for any new permanent or temporary easements, and performing title searches and examination of deed records.
2. Assisting City of Plano with public meetings or hearings to inform residents beyond that contained in the above scope of services
3. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, traffic engineering reports and studies, floodplain reclamation plans, and material audits or inventories required construction performed by the City
4. Assisting the City of Plano in claims disputes with the Contractor(s)
5. Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services.
6. Revisions to plans as a result of revisions after completion of original final design (unless to correct error on original plans.)
7. Providing full time site inspection during construction of the project
8. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings
9. Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee

basis negotiated by the respective parties outside of and in addition to this Agreement

10. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required addressing environmental issues
11. Any Corps of Engineers work including but not limited to wetlands delineation (other than as included in the Scope of Services), meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services
12. Preparation of plans and/or specifications related to the relocation of utilities
13. Fees for permits and advertising
14. Floodplain reclamation plans
15. Consulting services by others not included in proposal
16. Quality control and testing services during construction
17. Preparation and processing monthly or final construction pay estimates
18. Determination of a floodway
19. Revision of hydraulic models, reports, or graphics other than listed in the Scope of Services
20. Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it
21. Preparation of a detailed wetland delineation and jurisdictional determination report
22. Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage
23. Preparation of a formal written request for USACE authorization under a letter of permission procedure
24. Preparation of a standard individual Section 404 permit application.
25. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement
26. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services
27. If required by the USACE, FNI can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA
28. Presence/absence surveys for federally listed threatened/endangered species
29. Preparation of a mitigation plan to compensate for impacts to waters of the U.S
30. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification
31. Application for General Land Office easements
32. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
33. Additional field investigations or analysis required to respond to public or regulatory agency comments
34. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act
35. Expert representation at legal proceedings or at contested hearings
36. Mitigation monitoring if required by permit conditions

37. Monitoring for compliance with permit conditions
38. Additional modifications to the compensatory mitigation plan
39. Assist with the payment of an EID processing fee if levied by the USACE
40. Phase I/II Environmental Site Assessment
41. Additional Geotechnical borings or reports.

**Exhibit B**

**Schedule**

Topographic Survey	30 days from NTP
Preliminary Design	60 days from NTP
City Review of Preliminary Design	45 days from ENGINEER Submittal
Final Design	90 days from City Review of Preliminary Design
City Review of Final Design	45 days from ENGINEER Submittal
Bid Phase Services	75 days from City Review of Final Design
Construction	6 months from issuance of Final Construction Plans

L:\Resources\OLCR\Plano\Plano Erosion Valley & Stone Creek\SCHEDULE Exhibit B.doc

Exhibit B-1

FNI \_\_\_\_\_  
OWNER \_\_\_\_\_

**COMPENSATION**

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Seventeen Thousand Thirty-Five Dollars (\$117,035). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
<b>BASIC SERVICES</b>		
A	Design Standards	\$ 1,886
B	Data Collection	\$ 3,302
C	Geotechnical Investigations	\$ 4,051
D	Environmental Evaluation	\$ 12,128
E	Design Survey	\$ 24,101
F	Preliminary Design	\$ 25,696
G	Final Design	\$ 18,805
	Structural Details and Sections	\$ 13,800
H	Bid Phase Services	\$ 6,045
I	Construction Administration	\$ 7,221
	<b>Total</b>	<b>\$ 117,035</b>

**Schedule of Charges:**

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	70	131
Professional - 2	95	149
Professional - 3	120	191
Professional - 4	130	197
Professional - 5	171	245
Professional - 6	168	429
Construction Manager - 1	82	97
Construction Manager - 2	95	155
Construction Manager - 3	132	147
Construction Manager - 4	165	229
CAD Technician/Designer - 1	59	101
CAD Technician/Designer - 2	93	135
CAD Technician/Designer - 3	107	165
Corporate Project Support - 1	40	106
Corporate Project Support - 2	64	162
Corporate Project Support - 3	73	322
Intern/ Coop	33	64

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually.**

360-22013

**EXHIBIT "D"**  
**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

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

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

# **ENGINEERING**

## **City of Plano - Insurance Checklist**

("X" means the coverage is required.)

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







# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 26, 2013		
Department:		Fire		
Department Head		Brian A. Crawford		
Agenda Coordinator (include phone #): <b>Cynthia Morgan (ext. 7164)</b>				
<b>CAPTION</b>				
<p><b>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Collin County for firefighting and fire protection services; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> Fiscal impact is not determinable at this time; it will depend on the nature, number and duration of each incident. This will not impact the rendering of mutual aid in the event of an emergency and/or disaster; funds are available within the Fire Department's operating budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Mutual Aid agreements relate to Financially Strong City with Service Excellence, Safe Large City and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Plano Fire-Rescue to provide firefighting and fire protection services to the unincorporated area of Plano's fire district as assigned by Collin County.</p> <p>This Agreement is effective October 1, 2013, and continues for an initial term of one year. The Agreement shall automatically renew for successive one year terms unless terminated or canceled by either Party.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Interlocal Agreement, Map of Area			n/a	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and Collin County for firefighting and fire protection services; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement for firefighting and fire protection services by and between Collin County and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

**DULY PASSED AND APPROVED** this the 26th day of August, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

COUNTY OF COLLIN §  
STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION  
OF FIREFIGHTING AND FIRE PROTECTION SERVICES**

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, **Collin County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), and **City of Plano** (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

**RECITALS**

**WHEREAS**, this Agreement is made pursuant to the Interlocal Cooperation Act, V.T.C.A., GOVERNMENT CODE, Chapter 791 (the "Act"); and

**WHEREAS**, COUNTY and AGENCY are local governments as defined by the Act engaged in the provision of governmental services to their respective citizens; and

**WHEREAS**, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

**WHEREAS**, AGENCY is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

**WHEREAS**, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

**WHEREAS**, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

**WHEREAS**, the parties have current funds available to pay for services provided pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**I. Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

**II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshal requests for information and will use best efforts to work with the Collin County Fire Marshal to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

**III. Obligations and Responsibilities of COUNTY.**

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local Government Code chapter 352, such

payments will be made from COUNTY's general fund. All payments hereunder shall be paid from current revenues legally available to COUNTY.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

#### IV. **Effective Date, Term and Termination.**

4.1 The effective date of this Agreement shall be the 1st day of October, 2013 ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

#### V. **Miscellaneous**

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:  
Collin County, Texas  
Attn: County Judge, Keith Self  
2300 Bloomdale Rd.  
McKinney, TX 75071

To AGENCY:  
Plano Fire-Rescue  
Attn: Fire Chief, Brian Crawford  
1901 Avenue K  
Plano, TX 75074

5.2 **Release and Hold Harmless.** Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or 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. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

5.3 **Immunity.** In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

5.4 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.5 **Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.6 **Governing Law.** This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.7 **Non Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.8 **No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

6.0 **Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.1 **Authority.** The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies, and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

**Collin County, Texas**

AGENCY

**City of Plano, Texas**

\_\_\_\_\_  
County Judge, Keith Self  
Acting on behalf and by Authority  
Of the Collin County Commissioners

\_\_\_\_\_  
Bruce D. Glasscock

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

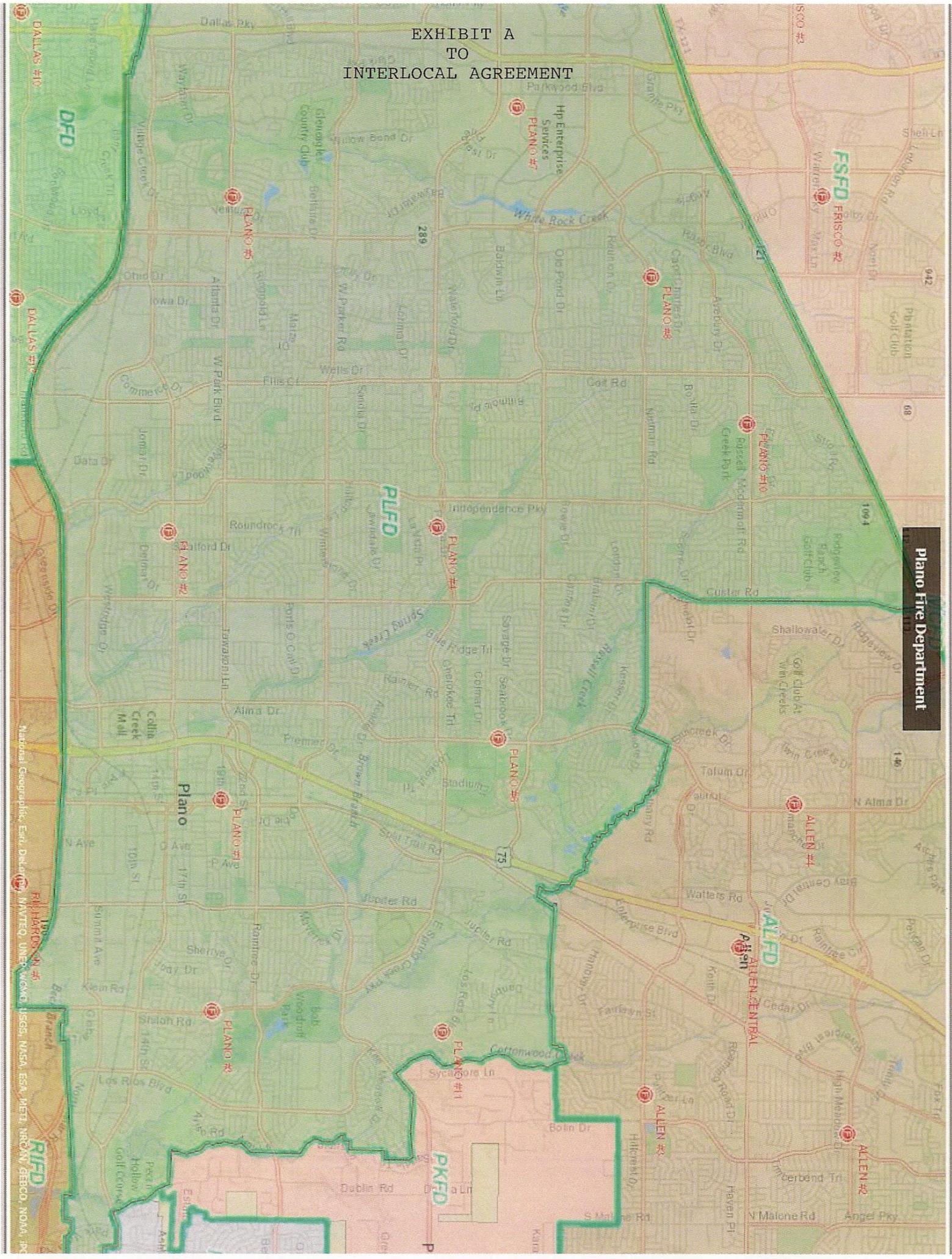
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stacey Kemp, County Clerk

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT A  
TO  
INTERLOCAL AGREEMENT



Plano Fire Department

National Geographic, Esri, DeLorme, NAVTEQ, UNEP/WCMO, USGS, NASA, ESA, METI, NRC, NGS, GEBCO, NOAA, IPC



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 26, 2013		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>				
<b>CAPTION</b>				
Consideration of a Resolution authorizing the filing of a grant application in an amount not to exceed \$400,000 under the Collin County Housing Finance Corporation; approving its execution by the City Manager or an authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):     NA</b>				
<p><b>COMMENTS:</b> This item authorizes the City to apply for a grant that, if accepted, will provide funding of approximately \$400,000 for the grant fund. This item will not have a fiscal impact unless the application is approved. If approved, an additional resolution will be made for the City to accept the grant funds.</p> <p><b>STRATEGIC PLAN GOAL:</b> Applying for Collin County Housing Finance Corporation grant funds relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City's 2010-2014 Consolidated Plan of Housing and Community Development Needs includes a high priority goal of increasing the amount of housing options available for people who are in a housing crisis. As our HUD funds are generally decreasing in value, there are limited opportunities to meet this significant area of growing need. In response, a cooperative has developed to provide emergency and transitional housing utilizing Plano's existing housing resources, including programs to help people move from homelessness and crisis to self-sufficiency. This grant is an opportunity to use county funds to help Plano meet its goals in providing for those in crisis.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				



# Memorandum

**Date:** August 14, 2013  
**To:** Frank F. Turner, Deputy City Manager  
**From:** Christina Day, Community Services Manager  
**Subject:** Collin County Housing Finance Corporation Grant Application

The City's 2010-2014 Consolidated Plan of Housing and Community Development Needs includes a high priority goal of increasing the amount of housing options available for people who are in a housing crisis. As our HUD funds are generally decreasing in value, there are limited opportunities to meet this significant area of growing need. In response, a cooperative has developed to provide emergency and transitional housing utilizing Plano's existing housing resources, including programs to help people move from crisis to self-sufficiency. This cooperative provides housing closer to their current schools, jobs, and public transportation in Plano.

This Housing Cooperative, led by Agape Resource & Assistance Center, has a 'Housing 4 Hope' plan of providing emergency and transitional housing for Plano residents, specifically focusing on our greatest areas of need first, women, their children and dependents, and unaccompanied youth. This plan is underway, and Agape has already acquired one single-family property for use as a household care facility with five residents. The Housing 4 Hope plan provides a bridge with and between existing service providers, including Family Promise, Family Gateway, City House, and others, to help ensure a stable environment for people in a vulnerable position.

Housing 4 Hope's '3x4 structure' leverages a County request for \$400,000 in property acquisition funds with \$85,000 of City Housing Rehabilitation Program support (HUD funding) and over \$450,000 in private donations to provide emergency housing for 312 people and transitional housing for 39 people as follows:

- 1) Four single family units housing an estimated five unaccompanied women in one house; and a total of six women head of households and their 12 dependent children living as families in the other three houses during a transitional housing period as they gain self-sufficiency.
- 2) Four apartment units housing four women and twelve dependent children during a transitional housing period as they gain self-sufficiency.
- 3) Four emergency shelter units provided through extended stay hotel rooms with an average stay of two weeks while alternative housing is arranged. These units would serve an estimated 312 persons per year (104 adults and 208 children).

Agape will provide the use of its single-family property for the Housing 4 Hope project. Utilizing County grant funds, the City would purchase and rehabilitate three single-family properties through our Housing Rehabilitation program. We would place a 10-to-15 year lien (depending on the HUD funds invested) and deed restriction on the property to ensure long-term use dedicated to providing services to homeless families. In the event that violation of the deed occurs, the City could foreclose the property and either contract with an alternate provider or sell them via Housing Rehabilitation Program rules.

I am seeking permission to move forward with a grant application to the County. This would require:

- A resolution from City Council supporting the application on the August 26<sup>th</sup> agenda,
- Agreement to abide by the grant's terms and conditions including the reimbursement basis of fund provision (which are, in my opinion, reasonable and customary), and
- A Memorandum of Understanding between the City and Agape to secure our cooperative agreement.

We are considering that the struck-back property at 707 11<sup>th</sup> Street might be included as one of the properties purchased using the County Funds.

Please let me know if I can provide additional information.

**A Resolution authorizing the filing of a grant application in an amount not to exceed \$400,000 under the Collin County Housing Finance Corporation; approving its execution by the City Manager or an authorized designee; and providing an effective date.**

**WHEREAS**, the Collin County Housing Finance Corporation has made available \$1,000,000 in grant funding for eligible organizations to develop and upgrade housing within Collin County via the Housing Project Finance Assistance Program; and

**WHEREAS**, the City of Plano is a local government operating within Collin County and, therefore, eligible to submit an application to the Collin County Housing Finance Corporation for grant funding; and

**WHEREAS**, the City Council has adopted the 2010-14 Consolidated Plan of Housing and Community Development Needs stating an outcome to support and assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed; and

**WHEREAS**, the City is working with non-profit partners through the Housing 4 Hope Program to ensure that emergency and transitional housing units are made available, consistent with existing zoning and development regulations, to house homeless families and provide support and ongoing case management for clients; and

**WHEREAS**, the housing program will support a projected 351 women and children per year who would otherwise be homeless or under-housed; and

**WHEREAS**, the City has determined that it is in the best interests of the citizens of Plano that application be made for up to \$400,000 of Housing Project Finance Assistance Program funds to support said Housing 4 Hope program.

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

**SECTION I.** – Bruce D. Glasscock, City Manager of the City of Plano, is hereby authorized to file an application for funds under the Collin County Housing Finance Corporation Program.

**SECTION II.** - Bruce D. Glasscock, City Manager, is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required. Furthermore, the City Manager is authorized to appoint a designee to execute all application documents.

**SECTION III.** - This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 26TH DAY OF AUGUST, 2013.**

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

Approved as to form:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/26/2013			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the Dallas County Community College District for Richland College and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013/14 thru 2015-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	60,000	<b>60,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	-60,000	<b>-60,000</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):     GENERAL FUND</b>					
<b>COMMENTS:</b> Funding for this Agreement will come from the FY 2013-14 Human Resources Budget. Expenditures will be made in the Human Resources Department based on need within the approved budget appropriations for each year of the contract.					
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for Professional Development classes relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.					
<b>SUMMARY OF ITEM</b>					
Interlocal cooperation agreement by and between the Dallas County Community College District for Richland College and the City of Plano providing terms and conditions for educational services for an initial term from October 1, 2013 and end on September 30, 2014 with three (3) additional twelve (12) month periods.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the Dallas County Community College District for Richland College and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the Dallas County Community College District for Richland College providing terms and conditions for educational services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his 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, THAT:**

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

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the 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 attached hereto as Exhibit "A".

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

**DULY PASSED AND APPROVED** this the 26th day of August, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND DALLAS COUNTY COMMUNITY COLLEGE  
DISTRICT FOR RICHLAND COLLEGE  
2013-253-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **DALLAS COUNTY COMMUNITY COLLEGE DISTRICT FOR RICHLAND COLLEGE**, hereinafter referred to as "College", as follows:

**WITNESSETH:**

**WHEREAS**, Plano is a political subdivision and College a "special district" within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

**WHEREAS**, Plano desires to offer its employees courses in Language and Business Productivity, in the such areas of Leadership, Customer Service, Diversity, and Communications; and

**WHEREAS**, College is an institution of higher education that offers Business Productivity education courses and desires to offer the courses to Plano employees; and

**WHEREAS**, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the courses will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

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

**I.  
TERM OF CONTRACT**

The initial term of this Agreement shall be from October 1, 2013 and end on September 30, 2014, provided however, that Plano shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to College of Plano's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

## II. THE PROGRAM

The parties agree that College shall offer Language and Business Productivity education courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

## III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano shall designate a program liaison who will manage program details and work with the College's program manager in content and logistics planning. Plano shall provide College with required student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment. Plano will also duplicate any materials or handouts for courses for its employees.
2. College shall provide curriculum design, program delivery, development of materials for participants, and a program manager to work with Plano.

## IV. CONSIDERATION / FEES

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, Plano shall pay College **\$160.00 per instruction hour** for Business Productivity and Computer courses for up to 20 participants, excluding materials, and shall pay **\$160.00 per instruction hour** for Language courses for up to 20 participants, excluding materials, unless amended in writing by both parties. Material costs will not exceed **\$45 per student** for any course that Plano does not duplicate for its employees. Plano must authorize any material costs prior to delivery of any course. Plano may cancel any course seven (7) business days prior to the date of the scheduled course without incurring any charges. The annual amount is estimated to be **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)**.

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

## V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination.

**VI.  
RELEASE AND HOLD HARMLESS**

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

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

**VII.  
NOTICE**

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

**The Richland College Representative:**

Mr. Konley Kelley  
Assistant Dean  
Corporate Services Division  
675 West Walnut Street  
Garland, Texas 75040  
T 214-360-1222

**City of Plano Representative:**

Mr. Jim Parrish  
HR Director  
City of Plano  
1520 Avenue K, Suite 130  
Plano, Texas 75074  
T 972-941-7115

**VIII.  
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

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

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

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

**XI.  
INTERPRETATION OF AGREEMENT**

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

**XII.  
REMEDIES**

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

**XIII.  
SUCCESSORS AND ASSIGNS**

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

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

**DALLAS COUNTY COMMUNITY  
COLLEGE DISTRICT**

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

By: \_\_\_\_\_  
Dr. Wright Lassiter  
Chancellor

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_

Diane Palmer-Boeck  
Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS            §**

**§**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **DR. WRIGHT LASSITER**, Chancellor, on behalf of **DALLAS COUNTY COMMUNITY COLLEGE DISTRICT**.

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

**STATE OF TEXAS            )**

**)**

**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **DIANE PALMER-BOECK**, Purchasing Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## EXHIBIT "A"

**Program:**                    **Business Productivity and Language courses.**

Courses offered under this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid
- Spanish
- English-as-a-Second Language
- Computer Training

**Continuing Education Units:**            City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

**Participants:**                    Maximum of 20 students per course unless a larger maximum is agreed upon by representatives of each party.

**Tuition:**                            Business Productivity and Computer courses shall be paid at a rate of \$160.00 per instruction hour excluding materials for up to 20 students.

Language courses shall be paid at a rate of \$160.00 per instruction hour excluding materials for up to 20 students.

City may cancel a class within seven (7) business days without incurring any tuition charges.

**Materials/Supplies Costs:**            City will duplicate handouts for courses. Material costs will not exceed \$45 per student for any course that cannot be duplicated by City.

**Scheduled Course Dates:**    To be determined by **Plano** and **College**.

**Instructor:**                        College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

## **COMPLIANCE WITH HIGHER EDUCATION COORDINATING BOARD RULES**

Under the terms and conditions of this Agreement:

- A. The courses remain under the sole and direct control of the College;
- B. Instructors of Company must meet qualifications stipulated by College;
- C. College retains supervision of instructors;
- D. College will approve program curriculum provided by Company;
- E. College is responsible for recruitment through Company, admission, counseling of students; and
- F. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules shall prevail.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/26/2013			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the North Central Texas Council of Governments (NCTCOG) and the City of Plano for educational training services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013/14 thru 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(s):    N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact.					
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for Professional Development classes relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.					
<b>SUMMARY OF ITEM</b>					
Interlocal Agreement by and between the City of Plano and North Central Texas Council of Governments (NCTCOG) for educational training services. NCTCOG will offer educational training classes at a City of Plano location. The initial term of this agreement shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that Plano shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by given written notice to NCTCOG of Plano's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration. (City of Plano Tracking #2013-251-l)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the North Central Texas Council of Governments (NCTCOG) and the City of Plano for educational training services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented with a proposed Interlocal Agreement by and between the City of Plano and the North Central Texas Council of Governments (“NCTCOG”) providing terms and conditions for educational training services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his 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, THAT:**

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

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the 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 attached hereto as Exhibit “A”.

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

**DULY PASSED AND APPROVED** this the 26th day of August, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,  
AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
FOR EDUCATIONAL TRAINING SERVICES  
2013-251-I**

This Agreement is made between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "Plano"), and **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS** (hereinafter referred to as "NCTCOG), as follows:

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

**WHEREAS**, Plano is a political subdivisions within the State of Texas and is engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the parties desire to enter into an agreement under which NCTCOG will offer educational training classes ("Program") to Plano employees at the rates specified herein; and

**WHEREAS**, Plano and NCTCOG have current funds available to satisfy any fees and cost required pursuant to this Agreement.

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

**I. TERM**

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the Plano shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to NCTCOG of Plano's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the immediately preceding term.

**II. THE PROGRAM**

The parties agree that NCTCOG shall offer courses as identified in **Exhibit "1"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

**III. OBLIGATIONS OF THE PARTIES**

NCTCOG will use Plano as an off-site class location. NCTCOG will handle class setup, enrollment, materials, fees, course evaluations, and sign in sheets. Plano will appoint one employee as a liaison. Course offerings and instructions as well as tuition are determined by NCTCOG. Plano must notify NCTCOG **at least five (5) business days prior** to the scheduled class date to avoid being charged for the class.

#### **IV. FEES**

Plano shall pay NCTCOG in accordance with the terms set out in **Exhibit "1"** attached hereto and incorporated herein by reference. Individual departments will pay for their employees to take training classes offered by NCTCOG. The Human Resources Department will not be expending any funds, unless a Human Resources Department employee takes classes.

Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available. Any renewal will be subject to the revenues available for that contract term.

#### **V. PAYMENTS DUE**

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

#### **VI. TERMINATION**

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

#### **VII. RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and NCTCOG, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

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

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all

claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

### **VIII. ASSIGNMENT AND SUBLETTING**

NCTCOG agree to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano and NCTCOG, and that no part or feature of the work will be sublet to anyone objectionable to Plano. NCTCOG further agree that the performance of this Agreement shall not relieve NCTCOG from its full obligations to Plano as provided by this Agreement.

### **IX. ENTIRE AGREEMENT**

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

### **X. NOTICES**

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

City of Plano, Texas  
Human Resources Department  
Attn: Daryll McCarthy  
P.O. Box 860358  
Plano, TX 75086-0358

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

North Central Texas Council of Governments  
Attn: Mike Eastland  
P.O. Box 5888  
Arlington, TX 76005-5888

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

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

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

**XII. SEVERABILITY**

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

**XIII. VENUE**

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

**XIV. INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably for any of the parties.

**XV. REMEDIES**

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

**XVI. SUCCESSORS AND ASSIGNS**

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

**EXECUTED** on the dates indicated below:

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

DATE \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

DATE \_\_\_\_\_

BY: \_\_\_\_\_

Diane Palmer-Boeck  
PURCHASING MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2013 by \_\_\_\_\_, (*Authorized representative*) \_\_\_\_\_ (*Title*) of  
**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS.**

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

**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2013 by **DIANE PALMER-BOECK**, Purchasing Manager of the **CITY OF PLANO, TEXAS**,  
a home-rule municipal corporation, on behalf of such municipal corporation.

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

**Program: North Central Texas Council of Governments (NCTCOG)  
Training Classes Location**

Courses offered under this Program will include, but are not limited to, the following:

- *Attached excel spreadsheet.*

**Credit Hours:** Various credit hours per course

**Participants:** Maximum of 6 to 40 students

**Tuition/Cost:**

- \$125 - \$450

**Materials/Supplies Costs:**

- *B&W Copying .08¢/impression*
- *\$25.00 Per Manual*
- *\$75.00 Franklin Covey*
- *\$150 Snacks*
- *\$125 Per Kit (The 7-Habits)*

**Scheduled Course Dates:** January - November

**Instructor:** Various instructors listed on the Excel Spreadsheet



**North Central Texas Council of Governments  
REGIONAL TRAINING CENTER  
OFF-SITE CLASS - GENERAL PROCESS**

Once you have made a decision to hold an on-site class, a simple Memo of Agreement (MOA) will be drafted and submitted to you for review. The memo will document expectations of the Regional Training Center, as well as your agency.

After the signed MOA is received, a link will be sent to you which you will be able to e-mail to your people. The link will allow each person to register online for the class. If you choose, one person may be designated to access the class registration via the Internet and sign up all of the attendees. Five people may be registered on one registration form.

If you choose to allow each individual to register his or herself, the Regional Training Center will keep you posted on the employees who register. If you would like, a copy of each registration can be sent to you as the individuals are registered or a complete list can be provided after the registrations are received.

The system will automatically send a confirmation to the e-mail address entered by the person who registers. Also, it sends a notification of the registration to the Regional Training Center supervisor. Copies of the sign-in sheet and course evaluations will also be provided to your agency.

Certificates of attendance will be provided to all attendees. Police officers who attend the class will receive TCLEOSE credit. Hours of attendance are reported to TCLEOSE via their online system. Firemen are able to use their certificates to apply for Fire Commission credit and code enforcement officers may use their certificates for code enforcement credit.

If a decision is made to open the class to others, NCTCOG's Regional Training Center takes care of advertising to outside agencies. If desired, the host agency can forward the class advertisement to others in surrounding areas who may have an interest in attending. Notification of the outside agency attendees who register will be sent to the host agency's contact person.

Based upon the information you submit, your agency's task will be limited to providing the training site equipped with tables, chairs, a chalkboard, a flip chart, a laptop computer with Internet access, a LCD projector, and a projector screen. The only other concern should be notifying your employees, ensuring that each of them is registered, and letting them know that persons outside of the agency may be attending. We provide the advertisement to you for distribution to your employees. NCTCOG's Regional Training Center sends out a class reminder a day or so prior to the start of class.

On the first day of class, an RTC staff member will set up the class, greet the students, ensure each student signs in, provide students their class material, course evaluation, registration form, and TCLEOSE form if needed. After signatures are obtained, the registration paperwork and TCLEOSE paperwork are turned in to the RTC staff member. Students are also notified of other NCTCOG classes that may be of interest to them.

**North Central Texas Council of Governments  
REGIONAL TRAINING CENTER  
OFF-SITE CLASS - GENERAL PROCESS**

On occasions when the RTC schedule does not lend itself to staff members being available, the activities above will be handled by the instructor.

If additional information is needed, please contact: Phillis Lowery

624 Six Flags Drive, Suite 125  
Arlington, TX 76011  
(817) 608-2310 (metro)  
(817) 640-9089 (FAX)  
[plowery@nctcog.org](mailto:plowery@nctcog.org)

### How to Cancel a Registration

A registration may be cancelled by notifying our staff in writing (via e-mail or fax) **more than five business days\* prior** to the course date. The cancellation will be made without obligation if

1. No payment has been processed or
2. The registrant has already signed up for another RTC class or
3. A substitution is made at the time of the cancellation.

If payment has been processed and a refund is requested, there will be a \$25 administrative fee for processing the refund.

"No shows" and course cancellations made **five or less business days** prior to the start of class and will be charged the full course fee. These registrants will be entitled to full class credit which must be used within three months.

Cancellations will be considered received by the RTC staff when verified by email ([plowery@nctcog.org](mailto:plowery@nctcog.org)) or fax (817-640-9089). **Cancellations must be received in writing.** Direct any questions regarding course cancellations to RTC staff at 817-608-2310.

The effective date of this policy is October 1, 2011.

*\* Business days = Monday through Friday*

#	SIGN-IN SHEETS	CLASS SETUP COST	COURSE EVALUATIONS	COURSE NAME	START DATE/LAST OFFERED	END DATE/LAST OFFERED	TIME	MATERIALS/SUPPLIES COST	CREDIT HOURS/COURSE	TUITION /COST PER CLASS, PER STUDENT	# OF STUDENTS ENROLLED PER CLASS	MAXIMUM # OF STUDENTS TO ATTEND EACH COURSE	INSTRUCTORS
1	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Accident and Injury Prevention Safety Training for Firemen and Police	08-Jan-09	08-Jan-09	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Albert Mitchell
2	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Advanced Legal Overview/Legislative Update Code Enforcement Officers	24-May-13	24-May-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	50	Bonnie Goldstein
3	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Advanced Math (Water/Wastewater)	29-Jan-13	30-Jan-13	9:00 a.m. to 3:00 p.m.	\$25 Per Manual	5	\$250	6 to 40	40	Ghulam Sumdani
4	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Advanced Public Safety Media Relations Training	18-Nov-10	18-Nov-10	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$125/\$135	6 to 40	40	Rick Rosenthal
5	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Anger Management	20-Apr-12	20-Apr-12	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Dr. Rob Sheppard
6	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Annexation Workshop	13-Sep-13	13-Sep-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Brown/Hofmeister LLP
7	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Asset Management: Planning, Strategy, and Implementation	23-Jul-09	23-Jul-09	8:30 a.m. to 4:30 p.m.	Supplied by URISA	7	\$75/\$125	6 to 40	40	Jason Amadori
8	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic and Advanced Records Management	18-Nov-11	18-Nov-11	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM
9	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic and Advanced Records Management for Local Governments	20-Sep-13	20-Sep-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM
10	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic Planning and Zoning/Meeting Management - City of Murphy	19-Oct-12	19-Oct-12	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	25	Brown/Hofmeister LLP
11	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic Records Management and Records Control Schedule	11-Dec-09	11-Dec-09	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake
12	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic Records Management and Disaster Planning	11-Apr-08	11-Apr-08	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake
13	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Basic Records Management and Improving Filing Systems	11-Jun-10	11-Jun-10	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM
14	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Best Practices for Developing Geographic Information Models	29-May-09	29-May-09	8:30 a.m. to 4:30 p.m.	Supplied by URISA	7	\$75/\$125	6 to 40	40	David K Arctur
15	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Class B Wastewater License Test Preparation	19-Aug-13	20-Aug-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	16	\$300	EXHIBIT 1	40	Ghulam Sumdani

16	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Class B Water License Test Preparation	21-Aug-13	22-Aug-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	16	\$300	6 to 40	40	Ghulam Sumdani
17	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Class C Wastewater License Test Preparation	19-Aug-13	19-Aug-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	8	\$150	6 to 40	40	Ghulam Sumdani
18	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Class C Water License Test Preparation	21-Aug-13	21-Aug-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	8	\$150	6 to 40	40	Ghulam Sumdani
19	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Coaching for Improved Work Performance	26-Jun-13	26-Jun-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
20	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Communicate with Confidence in the Workplace	31-Jan-13	31-Jan-13	9:00 a.m. to 4:30 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Loretta Reid
21	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Communication Differences in the Workplace: A Matter of Knowledge and Respect	15-Nov-12	15-Nov-12	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Loretta Reid
22	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Crisis Prevention - Do Your Actions Pass The Ethics Test?	09-Oct-09	09-Oct-09	9:00 a.m. to 4:30 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	45	David Margulies
23	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Dealing with Difficult People	01-Aug-13	01-Aug-13	9:00 a.m. to 3:00 p.m.	B&W Copying - .08/impression	5	\$140	6 to 40	45	Carla Daniels-Hill
24	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Disaster Planning and Improving Filing Systems	22-Aug-13	22-Aug-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM
25	Supplied by NCTCOG	Varied	Supplied by NCTCOG	DiSC: A Communication Preference Assessment	25-Sep-13	25-Sep-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
26	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Diversity in the Workplace	10-Aug-12	10-Aug-12	1:00 p.m. to 3:00 p.m.	B&W Copying - .08/impression	2	\$75	6 to 40	40	Brian Harris
27	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Diversity Training: After The Celebration	26-Aug-10	26-Aug-10	8:00 a.m. to 4:30 p.m.	B&W Copying - .08/impression	7	\$140	6 to 40	40	Brian Harris
28	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Ethics	27-Aug-10	27-Aug-10	10:00 a.m. to 12 Noon	B&W Copying - .08/impression	2	\$55	6 to 40	40	UT Dallas - Kimberly A. Aaron, Ph.D. and R. Paul Battaglio, Jr.,
29	Supplied by NCTCOG	Varied	Special FIM Evaluation S	Freeway Incident Management: First Responder and Manager's Course	26-Sep-13	27-Sep-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	15	Free/\$225	6 to 40	40	Moore/Plumer/Schretter /Chron/ Gundimeda
30	Supplied by NCTCOG	Varied	Special FIM Evaluation S	Freeway Incident Management: First Responder and Manager's Course	22-Jul-13	23-Jul-13	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	15	Free/\$225	6 to 40	40	Moore/Plumer/Schretter /Chron/ Gundimeda
31	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Geared for Change	06-Apr-09	06-Apr-09	9:00 a.m. to 3:00 p.m.	B&W Copying - .08/impression	5	\$140	6 to 40	40	Carla Daniels-Hill

32	Supplied by NCTCOG	Varied	Supplied by NCTCOG	GIS Program Management (URISA Certified Workshop)	20-Aug-08	20-Aug-08	8:30 a.m. to 4:30 p.m.	B&W Copying - .08/impression	7	\$0	6 to 40	40	Susan M. Johnson
33	Supplied by NCTCOG	Varied	Supplied by NCTCOG	How to Manage and Identify Manipulative Behavior	13-Aug-09	13-Aug-09	10:45 a.m. to 12:15 p.m.	B&W Copying - .08/impression	1.25	Special	6 to 40	40	Carla Daniels-Hill
34	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Innovative Financing Strategies for Transportation Projects	20-Sep-12	20-Sep-12	1:00 p.m. to 5:00 p.m.	\$0 - Supplied by instructor	4	No Cost	6 to 40	40	Lisa Fenner
35	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Law Enforcement and the Media: Getting to Know the Other Guy	18-Nov-08	18-Nov-08	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	14	10+ PERSONS FRC	6 to 40	40	Rick Rosenthal
36	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Leadership Modular Series: Building Process Excellence - Franklin Covey	09-Aug-13	09-Aug-13	8:00 a.m. to 12:00 p.m.	\$75.00	4	\$150	6 to 40	15	Brian Harris - Franklin Covey Certified
37	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Leadership Modular Series: Building Process Excellence - Franklin Covey	28-Jun-13	28-Jun-13	8:00 a.m. to 12:00 p.m.	\$75.00	4	\$150	6 to 40	15	Brian Harris - Franklin Covey Certified
38	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Leadership Modular Series: Inspiring Trust - Franklin Covey	09-Aug-13	09-Aug-13	1:00 p.m. to 5:00 p.m.	\$75.00	4	\$150	6 to 40	15	Brian Harris - Franklin Covey Certified
39	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Leadership Modular Series: Inspiring Trust - Franklin Covey	28-Jun-13	28-Jun-13	1:00 p.m. to 5:00 p.m.	\$75.00	4	\$150	6 to 40	15	Brian Harris - Franklin Covey Certified
40	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Legal Issues in Employment and Supervision	01-Mar-13	01-Mar-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Brown/Hofmeister LLP
41	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Legal Liabilities of Transportation Professionals	18-Aug-06	18-Aug-06	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	No Charge/\$130	6 to 40	40	Bonnie Goldstein
42	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Legal Overview of Texas Land Use, Planning and Zoning	24-Jun-09	24-Jun-09	6:30 p.m. to 9:30 p.m.	B&W Copying - .08/impression	3	\$140	6 to 40	40	Bonnie Goldstein
43	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Legal Overview/Legislative Update Code Enforcement Officers	02-Aug-13	02-Aug-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Bonnie Goldstein
44	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Lime Stabilization Workshop	09-Sep-10	09-Sep-10	9:00 a.m. to 3:00 p.m.	\$0 - Supplied by Instructors	5	\$175	6 to 40	40	Reinhardt & Berger
45	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Making Meetings Matter: Effective Meeting Strategies	24-Sep-13	24-Sep-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
46	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Managing Electronic Records	03-Apr-13	03-Apr-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM
47	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Managing Electronic Records and Disaster Planning	07-May-10	07-May-10	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake, CRM

48	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Managing Manipulative Behavior	20-May-13	20-May-13	9:00 a.m. to 3:00 p.m.	B&W Copying - .08/impression	5	\$140	6 to 40	40	Carla Daniels-Hill
49	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Managing Multiple Priorities	27-Feb-13	27-Feb-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
50	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Managing Yourself and Others - Leadership Results through Emotional Intelligence	21-Aug-06	21-Aug-06	8:00 a.m. to 5:00 p.m.	B&W Copying - .08/impression	8	\$140	6 to 40	40	Bonds
51	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Master the Art of Presentations - Techniques and Skills for Designing Visuals	16-Apr-13	16-Apr-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$185	6 to 40	40	Ellen Taft
52	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Math Basics	03-Jan-13	03-Jan-13	8:00 a.m. to 5:00 p.m.	\$25 Per Manual	8	\$185	6 to 40	40	Ghulam Sumdani
53	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Newly Elected Officials Seminar	14-Jul-09	14-Jul-09	8:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	7	\$175	6 to 40	40	
54	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Pavement Design Considerations for Counties and Municipalities	23-Sep-13	23-Sep-13	9:00 a.m. to 3:00 p.m.	\$0 - Supplied by Instructors	5	\$175	6 to 40	40	Jerry Daleiden, PE and Michael Batuna, PE
55	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Pavement Maintenance and Rehabilitation	16-Aug-13	16-Aug-13	9:00 a.m. to 3:00 p.m.	\$0 - Supplied by Instructors	5	\$175	6 to 40	40	Jerry Daleiden, Jim Moulthrop and Michael Batuna
56	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Pavement Management - The Importance of Reliable, Non-Subjective Distress Data	23-Apr-13	16-Apr-13	9:00 a.m. to 3:00 p.m.	\$0 - Supplied by Instructors	5	\$175	6 to 40	44	Jerry Daleiden, PE, Michael Batuna, PE and Reuben Williams, PE
57	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Persuasive Business Presentations	21-Aug-09	21-Aug-09	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Bryan Gentsch, Ph.D.
58	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Planning and Zoning Series	29-Aug-13	30-Aug-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$280	6 to 40	40	Brown/Hofmeister LLP
59	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Prepared for Change	31-Jan-08	31-Jan-08	9:00 a.m. to 3:00 p.m.	B&W Copying - .08/impression	5	\$140	6 to 40	40	Carla Daniels-Hill
60	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Project Management for Non-Project Managers	20-May-13	20-May-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
61	Supplied by UNT	Varied	Supplied by UNT	Public Funds Investment Act Part I & II	05-Aug-13	06-Aug-13	9:00 a.m. to 3:00 p.m.	\$150 Snacks	5	\$250	6 to 40	40	UNT
62	Supplied by UNT	Varied	Supplied by UNT	Public Funds Investment Act Part I & II: New Investment Officers	03-Jun-13	04-Jun-13	9:00 a.m. to 3:00 p.m.	\$150 Snacks	5	\$250	6 to 40	40	UNT
64	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Public Safety Media Relations - Basic Course	01-Apr-13	01-Apr-13	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$135/\$250 Both	6 to 40	40	Rick Rosenthal

65	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Public Safety Media Relations - Intermediate/Advanced Course	02-Apr-13	02-Apr-13	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$135/250 Both	6 to 40	40	Rick Rosenthal
66	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Public Safety Media Relations Training	08-Jun-06	09-Jun-06	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$135/250 Both	6 to 40	40	Rick Rosenthal
67	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Public Safety Media Relations Training Advanced Course	03-Nov-06	03-Nov-06	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$135/250 Both	6 to 40	40	Rick Rosenthal
68	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Public Safety Media Relations: 2-Day Comprehensive Class	08-Mar-11	09-Mar-11	8:00 a.m. to 4:00 p.m.	\$0 - Supplied by instructor	7	\$295	6 to 40	40	Rick Rosenthal
69	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Records Management 101 and Disaster Planning	06-Jun-08	06-Jun-08	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake
70	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Records Management and Improving Filing Systems and Control Schedule Basics	20-Jul-07	20-Jul-07	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Steve Drake
71	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Refining Your Instructor Skills: Advice, Ideas and Reminders for New and Seasoned Instructors	12-Jun-12	12-Jun-12	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Ellen Taft
72	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Role of the Supervisor	25-Jun-13	25-Jun-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
73	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Safety Management for City Governments	18-Mar-09	18-Mar-09	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Albert Mitchell
74	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Safety Management in the Workplace	14-Aug-09	14-Aug-09	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Albert Mitchell
75	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Safety Training for Employees in Office Environments	17-Oct-08	17-Oct-08	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Albert Mitchell
76	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Safety Training for Field Employees	14-Nov-08	14-Nov-08	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Albert Mitchell
77	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Stormwater Pollution Prevention Practices During Construction	20-Aug-13	20-Aug-13	8:30 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lee Stimpson
78	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Stress Management	26-Jul-13	26-Jul-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Dr. Rob Sheppard
79	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Stress Management	19-Jul-13	19-Jul-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Dr. Rob Sheppard
80	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Succession Planning and Leadership Development	23-Aug-13	23-Aug-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lashon Ross

81	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Surface Water Production I	10-Jun-13	12-Jun-13	8:00 a.m. to 5:00 p.m.	\$60 Per Manual	24	\$285	6 to 40	40	Ghulam Sumdani
82	Special Supplied by NCT	Varied	N/A	TCEQ Computer-Based Testing - Arlington, TX	23-Sep-13	23-Sep-13	8:00 a.m. to 11 a.m.	\$0	N/A	\$30	6 to 40	24	Phillis Lowery, Proctor
83	Special Supplied by NCT	Varied	N/A	TCEQ Computer-Based Testing - Arlington, TX	09-Jul-13	09-Jul-13	8:00 a.m. to 11 a.m.	\$0	N/A	\$30	6 to 40	24	Phillis Lowery, Proctor
84	Special Supplied by NCT	Varied	N/A	TCEQ Computer-Based Testing - Arlington, TX	06-Jun-13	06-Jun-13	8:00 a.m. to 11 a.m.	\$0	N/A	\$30	6 to 40	24	Phillis Lowery, Proctor
85	Special Supplied by NCT	Varied	N/A	TCEQ Computer-Based Testing - Arlington, TX	28-May-13	28-May-13	8:00 a.m. to 11 a.m.	\$0	N/A	\$30	6 to 40	24	Phillis Lowery, Proctor
86	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Teambuilding	22-Apr-13	22-Apr-13	8:30 a.m. to 3:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Carla Daniels-Hill
87	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Texas Notary Law and Procedure	07-Aug-13	07-Aug-13	1:00 p.m. to 5:00 p.m.	Printing cost only.	140	\$140	6 to 40	40	Dixie Lucey Assistant Attorney General Amanda Crawford - Chief, Open
88	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Texas Public Information Act	11-Jul-11	11-Jul-11	9:00 a.m. to 1:00 p.m.	B&W Copying - .08/impression	4	\$99	6 to 40	75	Assistant Attorney General and Public Information Coordinator Amanda Crawford - Assistant Attorney General and Public
89	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Texas Public Information Act for Law Enforcement with State of Texas Office of the Attorney General	24-Sep-12	24-Sep-12	9:00 a.m. to Noon	B&W Copying - .08/impression	3	\$99	6 to 40	60	Assistant Attorney General and Public Information Coordinator Amanda Crawford - Assistant Attorney General and Public
90	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Texas Public Information Act Question and Answer Session with State of Texas Office of the Attorney General	24-Sep-12	24-Sep-12	1:00 p.m. to 4:00 p.m.	B&W Copying - .08/impression	3	\$99	6 to 40	40	Assistant Attorney General and Public
91	Supplied by NCTCOG	Varied	Supplied by NCTCOG	The 3 C's to Effective Business Writing	24-Oct-12	24-Oct-12	9:00 a.m. to 4:30 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Loretta Reid
92	Supplied by NCTCOG	Varied	Supplied by NCTCOG	The 5 Choices to Extraordinary Productivity - Franklin Covey	06-Sep-13	06-Sep-13	8:30 a.m. to 4:30 p.m.		7	\$389	6 to 40	40	Brian Harris - Franklin Covey Certified Facilitator
93	Supplied by NCTCOG	Varied	Supplied by NCTCOG	The 5 Choices to Extraordinary Productivity - Franklin Covey	21-Jun-13	21-Jun-13	8:30 a.m. to 4:30 p.m.		7	\$389	6 to 40	40	Brian Harris - Franklin Covey Certified Facilitator
94	Supplied by NCTCOG	Varied	Supplied by NCTCOG	The 7 Habits of Highly Effective People Signature Program - Franklin Covey	25-Jul-13	26-Jul-13	9:00 a.m. to 4:00 p.m.	\$129 Per Kit	12	\$450	6 to 40	10	Lisa Carver - Franklin Covey Certified Facilitator
95	Supplied by NCTCOG	Varied	Supplied by NCTCOG	The Records Management Manual for Local Governments	07-Jun-13	07-Jun-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	18	Steve Drake, CRM
96	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Time Management For Life - Living for Yourself, Not the Clock	13-Sep-06	13-Sep-06	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Bonds

97	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Totally Grammar	12-Sep-13	12-Sep-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Loretta Reid
98	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit I: Basic Wastewater Operations	08-Jul-13	10-Jul-13	8:00 a.m. to 5:00 p.m.	\$45 Per Manual	20	\$240	6 to 40	40	Ghulam Sumdani
99	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit I: Basic Water Works	09-Sep-13	11-Sep-13	8:00 a.m. to 5:00 p.m.	\$30 Per manual	20	\$240	6 to 40	40	Ghulam Sumdani
100	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit I: Basic Water Works	17-Jun-13	19-Jun-13	8:00 a.m. to 5:00 p.m.	\$30 Per manual	20	\$240	6 to 40	40	Ghulam Sumdani
101	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit II: Wastewater Treatment	12-Aug-13	14-Aug-13	8:00 a.m. to 5:00 p.m.	\$45 Per Manual	20	\$240	6 to 40	40	Ghulam Sumdani
102	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit III: Ground Water Production	26-Aug-13	28-Aug-13	8:00 a.m. to 5:00 p.m.	\$45 Per Manual	24	\$240	6 to 40	40	Ghulam Sumdani
103	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit III: Wastewater Collection	29-Jul-13	31-Jul-13	8:00 a.m. to 5:00 p.m.	\$45 Per Manual	20	\$240	6 to 40	40	Ghulam Sumdani
104	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Unit V: Water Distribution	08-Oct-12	10-Oct-12	8:00 a.m. to 5:00 p.m.	\$45 Per Manual	20	\$240	6 to 40	40	Mary Ann Campbell
105	Supplied by NCTCOG	Varied	Supplied by NCTCOG	URISA - Transportation Spatial Database Design	24-Aug-11	24-Aug-11	8:30 a.m. to 4:30 p.m.	B&W Copying - .08/impression	7	\$75	6 to 40	40	<a href="http://www.urisa.org/boardelection_butler">http://www.urisa.org/boardelection_butler</a>
106	Supplied by NCTCOG	Varied	Supplied by NCTCOG	URISA Certified Workshop - Public Data, Public Access, Privacy, and Security: U.S. Law and Policy	26-Sep-11	26-Sep-11	8:30 a.m. - 4:30 p.m.	B&W Copying - .08/impression	7	\$75	6 to 40	40	<a href="http://www.urisa.org/boardelection_tery">http://www.urisa.org/boardelection_tery</a>
107	Supplied by NCTCOG	Varied	Supplied by NCTCOG	URISA Certified Workshop- An Introduction to Public Participation GIS: Using GIS to Support Community Decision Making	29-Mar-12	29-Mar-12	8:30 a.m. to 4:30 p.m.	B&W Copying - .08/impression	7	\$75/\$125	6 to 40	40	Judy Colby-George
108	Supplied by NCTCOG	Varied	Supplied by NCTCOG	User-Friendly Customer Service	21-Mar-13	21-Mar-13	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	30	Loretta Reid
109	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Wastewater Laboratory	08-Apr-13	10-Apr-13	8:00 a.m. to 5:00 p.m.	\$60 Per Manual	20	\$265	6 to 40	40	Ghulam Sumdani
110	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Water Laboratory	03-Sep-13	05-Sep-13	8:00 a.m. to 5:00 p.m.	\$60 Per Manual	20	\$265	6 to 40	40	Ghulam Sumdani
111	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Water Utilities Safety	15-Jul-13	17-Jul-13	8:00 a.m. to 5:00 p.m.	\$40 Per manual	20	\$265	6 to 40	40	Ghulam Sumdani
112	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Water Utility Calculations	16-Sep-13	18-Sep-13	8:00 a.m. to 5:00 p.m.	\$40 Per manual	20	\$265	6 to 40	40	Ghulam Sumdani

EXHIBIT

113	Supplied by NCTCOG	Varied	Supplied by NCTCOG	Why People Do What They Do - DiSC: A Communication Preference Assessment	29-Sep-10	29-Sep-10	9:00 a.m. to 4:00 p.m.	B&W Copying - .08/impression	6	\$140	6 to 40	40	Lisa Carver
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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/26/13		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x-7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2013 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending June 30, 2013.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2013 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2013, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2013, 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 26<sup>th</sup> day of August, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

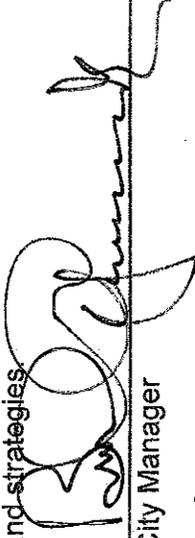
City of Plano

INVESTMENT PORTFOLIO SUMMARY

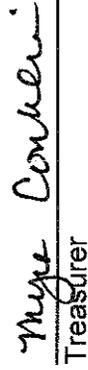
For the Quarter Ended

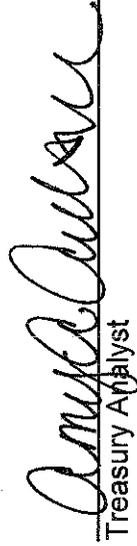
June 30, 2013

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, 2013

Information received since the Federal Open Market Committee met in June suggests that economic activity expanded at a modest pace during the first half of the year. Labor market conditions have shown further improvement in recent months, on balance, but the unemployment rate remains elevated. Household spending and business fixed investment advanced, and the housing sector has been strengthening, but mortgage rates have risen somewhat and fiscal policy is restraining economic growth. Partly reflecting transitory influences, inflation has been running below the Committee's longer-run objective, but longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic growth will pick up from its recent pace and the unemployment rate will gradually decline toward levels the Committee judges consistent with its dual mandate. The Committee sees the downside risks to the outlook for the economy and the labor market as having diminished since the fall. The Committee recognizes that inflation persistently below its 2 percent objective could pose risks to economic performance, but it anticipates that inflation will move back toward its objective over the medium term.

To support a stronger economic recovery and to help ensure that inflation, over time, is at the rate most consistent with its dual mandate, the Committee decided to continue purchasing additional agency mortgage-backed securities at a pace of \$40 billion per month and longer-term Treasury securities at a pace of \$45 billion per month. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. Taken together, these actions should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative.

The Committee will closely monitor incoming information on economic and financial developments in coming months. The Committee will continue its purchases of Treasury and agency mortgage-backed securities, and employ its other policy tools as appropriate, until the outlook for the labor market has improved substantially in a context of price stability. The Committee is prepared to increase or reduce the pace of its purchases to maintain appropriate policy accommodation as the outlook for the labor market or inflation changes. In determining the size, pace, and composition of its asset purchases, the Committee will continue to take appropriate account of the likely efficacy and costs of such purchases as well as the extent of progress toward its economic objectives.

To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that a highly accommodative stance of monetary policy will remain appropriate for a considerable time after the asset purchase program ends and the economic recovery strengthens. In particular, the Committee decided to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that this exceptionally low range for the federal funds rate will be appropriate at least as long as the unemployment rate remains above 6-1/2 percent, inflation between one and two years ahead is projected to be no more than a half percentage point above the Committee's 2 percent longer-run goal, and longer-term inflation expectations continue to be well anchored. In determining how long to maintain a highly accommodative stance of monetary policy, the Committee will also consider other information, including additional measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial developments. When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent.

Voting for the FOMC monetary policy action were: Ben S. Bernanke, Chairman; William C. Dudley, Vice Chairman; James Bullard; Elizabeth A. Duke; Charles L. Evans; Jerome H. Powell; Sarah Bloom Raskin; Eric S. Rosengren; Jeremy C. Stein; Daniel K. Tarullo; and Janet L. Yellen. Voting against the action was Esther L. George, who was concerned that the continued high level of monetary accommodation increased the risks of future economic and financial imbalances and, over time, could cause an increase in long-term inflation expectations.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>June 30, 2013</u>		<u>March 31, 2013</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.05%	82,715,286.63	82,715,286.63	78,901,803.66	78,901,803.66
Certificates of Deposit	0.63%	49,670,838.65	49,670,838.65	49,670,838.65	49,670,838.65
FHLB Bonds	1.02%	55,372,695.01	55,931,077.82	66,437,180.09	67,183,692.07
FHLMC Bonds	1.07%	106,388,081.24	107,229,878.00	109,775,401.25	111,257,718.00
FNMA Bonds	0.87%	57,072,857.53	57,643,617.44	57,346,769.11	58,116,088.13
Municipal Bonds	0.59%	110,051,714.69	109,082,811.90	96,324,617.32	96,226,544.95
<b>Totals</b>		<b>461,271,473.75</b>	<b>462,273,510.44</b>	<b>458,456,610.08</b>	<b>461,356,685.46</b>

<b>Average Yield (1):</b>	Total Portfolio	0.76%	<b>Fiscal Year-to-Date Average Yield (2):</b>	Total Portfolio	0.76%
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<b>This Quarter:</b>	
Rolling Six Month Treasury Yield	0.09%
Rolling Two Year Treasury Yield	0.27%
TexPool Yield	0.08%

<b>Last 12 Months:</b>	
Rolling Six Month Treasury Yield	0.12%
Rolling Two Year Treasury Yield	0.26%
TexPool Yield	0.12%

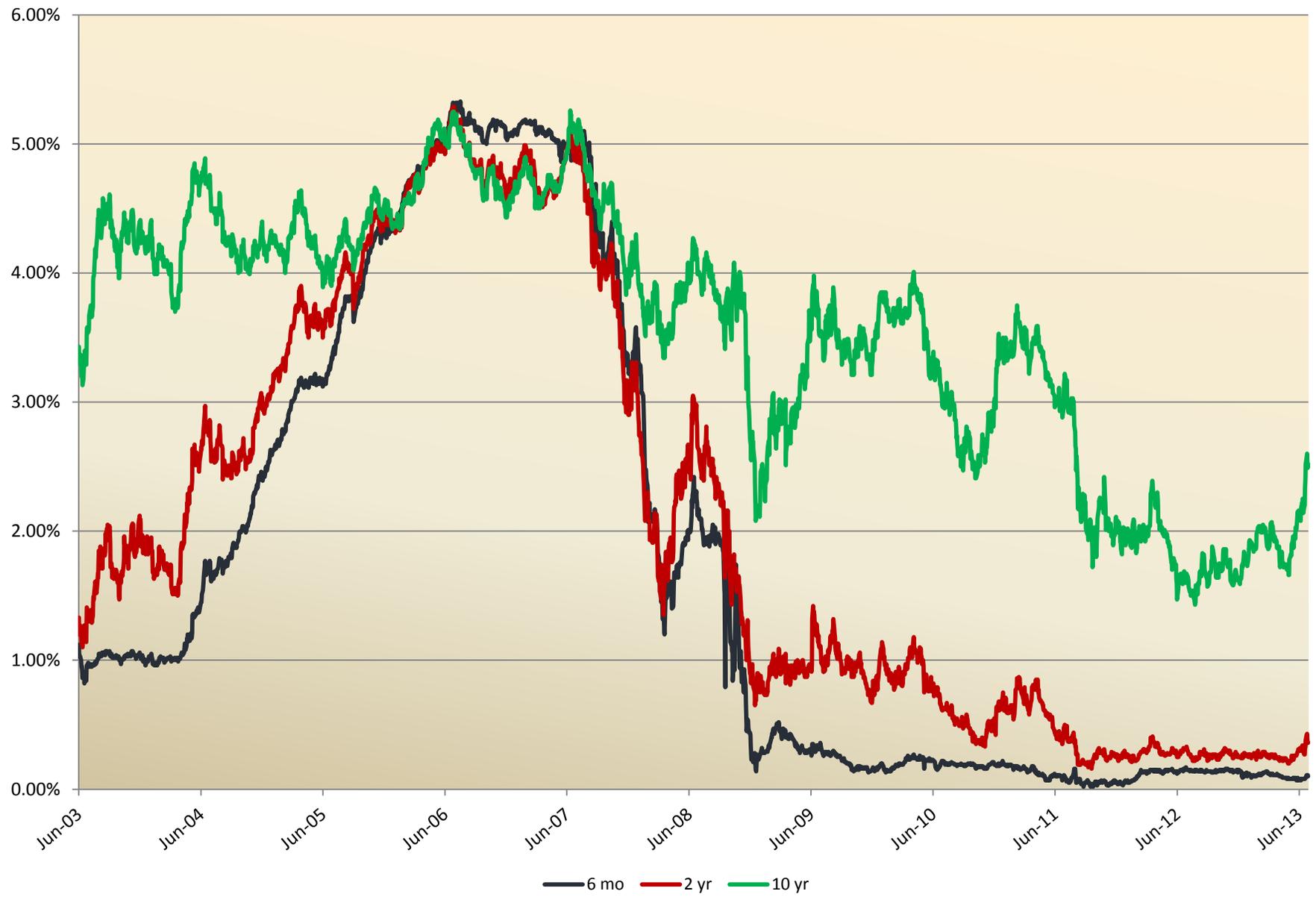
<b>Investment Earnings (3):</b>	Quarter	\$ (1,043,253)
	Fiscal Year To Date	\$ (105,118)

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

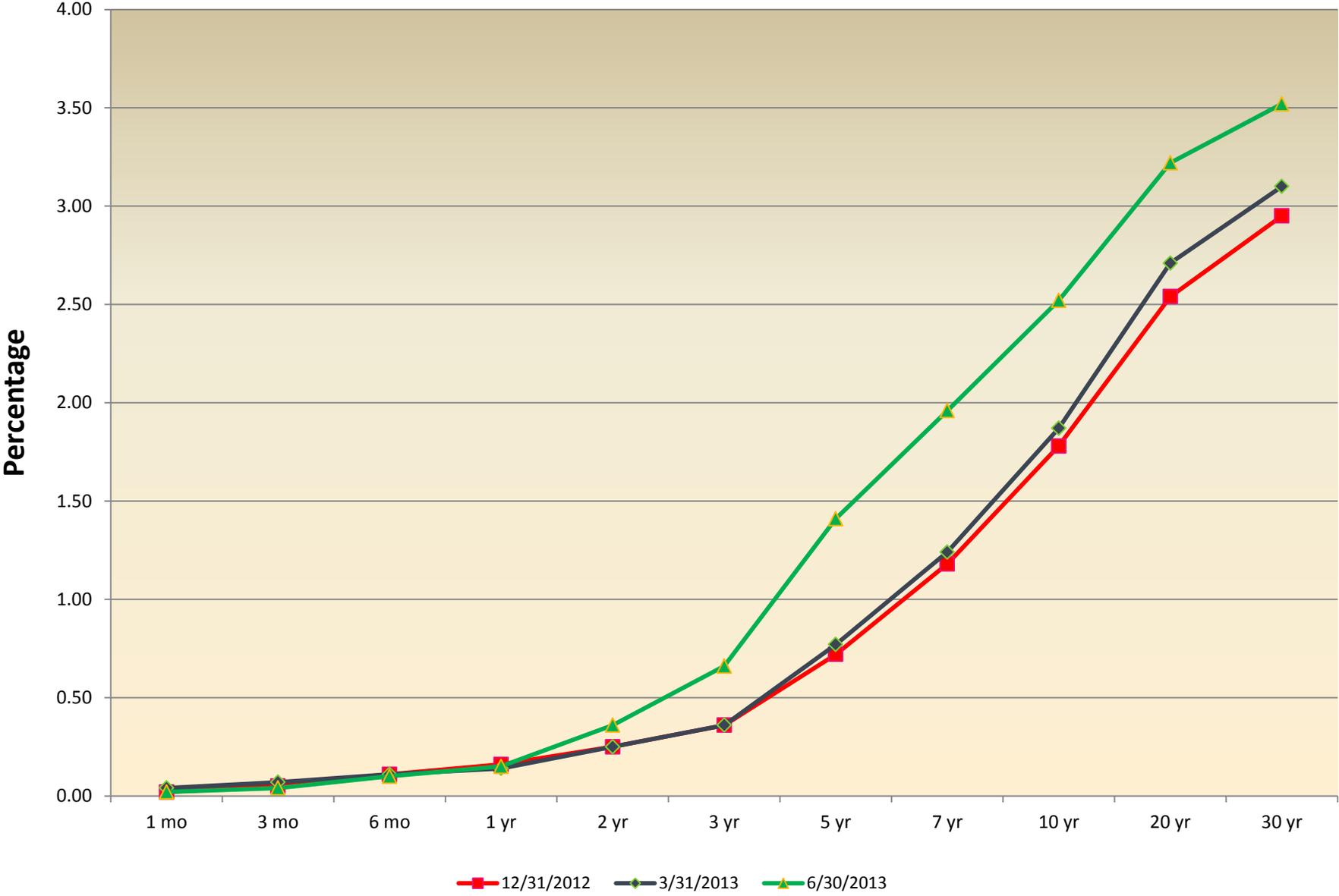
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500





**Detail of Security Holdings**  
**June 30, 2013**

**By Sector**

Security Description	Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bonds	AAA	2.00%	02/15/2014	12/27/2012		2,000,000.00	2,036,600.00	2,020,284.34	1.01	2,021,060.00	7.54	0.38%	15,000.00
Municipal Bonds	AA2	4.00%	05/01/2014	02/08/2013		2,835,000.00	2,961,922.95	2,921,602.91	1.03	2,917,980.45	10.00	0.35%	18,585.00
Municipal Bonds	AAA	4.00%	07/01/2014	05/08/2013		2,500,000.00	2,607,025.00	2,593,487.23	1.04	2,594,075.00	12.00	0.26%	14,444.44
Municipal Bonds	AA-	2.00%	08/15/2014	04/23/2013		1,400,000.00	1,431,108.00	1,426,691.83	1.02	1,425,298.00	13.48	0.30%	5,211.11
Municipal Bonds	AAA	2.00%	08/15/2014	03/27/2013		1,500,000.00	1,536,225.00	1,529,423.86	1.02	1,530,030.00	13.48	0.25%	8,750.00
Municipal Bonds	AA2	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	1.00	549,444.50	16.03	0.74%	667.03
Municipal Bonds	AA1	3.00%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,844,541.54	1.04	2,854,857.50	17.02	0.56%	6,645.83
Municipal Bonds	AA2	4.00%	02/01/2015	01/16/2013		1,330,000.00	1,427,528.90	1,405,957.49	1.05	1,396,513.30	19.05	0.39%	22,018.89
Municipal Bonds	AA1	5.00%	02/01/2015	01/31/2013		1,170,000.00	1,277,101.80	1,255,124.69	1.07	1,250,496.00	19.05	0.41%	24,375.00
Municipal Bonds	AAA	3.00%	02/15/2015	03/28/2013		375,000.00	393,607.50	391,068.89	1.04	389,936.25	19.51	0.35%	4,218.75
Municipal Bonds	AAA	5.50%	02/15/2015	05/07/2013		2,880,000.00	3,141,244.80	3,119,507.94	1.08	3,115,353.60	19.51	0.36%	23,320.00
Municipal Bonds	AA2	1.00%	03/01/2015	03/14/2013		1,250,000.00	1,262,187.50	1,260,351.73	1.01	1,257,975.00	19.97	0.50%	4,131.94
Municipal Bonds	AA2	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,887,086.42	1.00	1,876,432.80	21.97	0.50%	6,752.78
Municipal Bonds	AA3	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,413,885.17	1.08	1,410,461.00	23.44	0.50%	2,708.33
Municipal Bonds	AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	2,150,526.93	1.09	2,144,069.20	23.97	0.40%	48,976.39
Municipal Bonds	AA1	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,682,334.40	1.05	1,676,992.00	23.97	0.42%	17,200.00
Municipal Bonds	AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,185,502.64	1.09	2,180,140.00	24.43	0.43%	45,833.33
Municipal Bonds	AAA	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	544,964.10	1.08	542,375.00	24.43	0.56%	11,458.33
Municipal Bonds	AA1	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	753,679.10	1.09	750,216.30	24.98	0.70%	14,736.10
Municipal Bonds	AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,472,178.36	1.03	1,466,279.10	25.44	0.60%	5,322.78
Municipal Bonds	AA2	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	1,101,540.34	1.05	1,092,380.30	25.44	0.44%	11,756.25
Municipal Bonds	AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,069,278.71	1.03	2,065,480.00	25.44	0.36%	11,666.67
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	614,858.55	28.00	1.04%	1,048.23
Municipal Bonds	AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,329,932.16	1.11	1,323,827.40	28.46	0.51%	8,181.25
Municipal Bonds	A1	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	1.00	3,422,290.50	28.46	0.67%	2,885.40
Municipal Bonds	AA1	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,077,252.70	1.08	1,078,510.00	28.98	0.76%	3,222.22
Municipal Bonds	AA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,164,267.20	1.04	1,154,599.80	30.46	0.56%	12,564.58
Municipal Bonds	AA	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,154,800.37	1.03	5,116,714.40	31.02	0.55%	44,730.00
Municipal Bonds	AA1	5.00%	02/01/2016	01/31/2013		975,000.00	1,103,914.50	1,086,271.09	1.10	1,076,234.25	31.02	0.55%	20,312.50
Municipal Bonds	AA2	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,115,464.83	1.10	1,104,690.00	31.48	0.56%	18,750.00
Municipal Bonds	AA2	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,526,204.28	1.08	1,510,838.00	31.48	0.54%	21,000.00
Municipal Bonds	AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	798,362.10	1.11	790,832.90	31.48	0.52%	13,406.25
Municipal Bonds	A1	4.00%	02/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,425,881.80	1.09	2,405,588.85	31.48	0.18%	33,075.00
Municipal Bonds	AA2	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,523,069.60	1.00	2,505,250.00	31.97	0.65%	8,263.89
Municipal Bonds	AA2	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,363,502.91	1.08	1,352,337.50	31.97	0.57%	16,527.78
Municipal Bonds	AA2	4.00%	04/01/2016	02/26/2013		2,915,000.00	3,220,550.30	3,187,020.89	1.08	3,140,416.95	32.98	0.58%	40,162.22
Municipal Bonds	AA3	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,122,416.71	1.11	1,111,270.00	33.44	0.57%	10,416.67
Municipal Bonds	AA4	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,724,060.30	1.08	5,647,702.50	33.97	0.60%	34,252.78
Municipal Bonds	AA5	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	5,059,694.51	1.11	5,001,480.00	35.97	0.80%	111,875.00
Municipal Bonds	AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,105,164.17	1.09	1,092,260.00	36.98	0.56%	15,333.33
Municipal Bonds	AA1	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	2,127,310.80	1.12	2,092,518.75	36.98	0.77%	40,276.56
Municipal Bonds	AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,291,354.15	1.13	1,276,244.60	38.98	0.56%	13,968.06
Municipal Bonds	A2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	0.99	497,085.00	40.00	1.25%	1,024.31
Municipal Bonds	A3	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	565,826.83	1.12	561,270.00	40.00	0.96%	4,097.22
Municipal Bonds	A1	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	0.99	702,040.90	40.46	0.92%	815.61
Municipal Bonds	A1	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	426,317.72	1.06	419,869.20	40.46	0.62%	1,481.25
Municipal Bonds	AA1	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,776,405.98	1.10	1,768,150.30	40.98	0.91%	5,187.78
Municipal Bonds	A	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,374,429.99	1.09	2,317,393.05	43.02	0.82%	32,262.22
Municipal Bonds	AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,780,023.79	1.14	2,736,844.20	43.48	0.70%	20,083.33
Municipal Bonds	AA	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,570,452.17	1.06	2,525,622.50	43.93	0.72%	23,552.08
Municipal Bonds	AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	670,504.83	1.11	656,758.50	43.93	0.72%	8,776.25
Municipal Bonds	AA3	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,411,339.35	1.13	1,383,894.75	45.93	0.95%	10,038.19
Municipal Bonds	AA2	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,521,800.66	1.13	1,464,203.00	49.41	0.95%	25,252.50
Municipal Bonds	AA2	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	7,013,343.53	1.16	6,898,522.50	50.95	1.05%	78,010.60
Municipal Bonds	A1	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	568,771.27	1.11	555,100.00	52.43	0.79%	2,500.00
Municipal Bonds	AAA	5.00%	02/15/2018	04/30/2013		2,520,000.00	3,009,396.00	2,992,356.53	1.16	2,911,986.00	55.44	0.86%	21,000.00
<b>TOTAL</b>						<b>448,916,125.28</b>	<b>467,896,040.04</b>	<b>461,271,473.75</b>		<b>462,273,510.44</b>	<b>16.92</b>	<b>0.76%</b>	<b>3,198,345.69</b>

(1) (2)

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

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



**Detail of Security Holdings**  
**June 30, 2013**

**By Maturity**

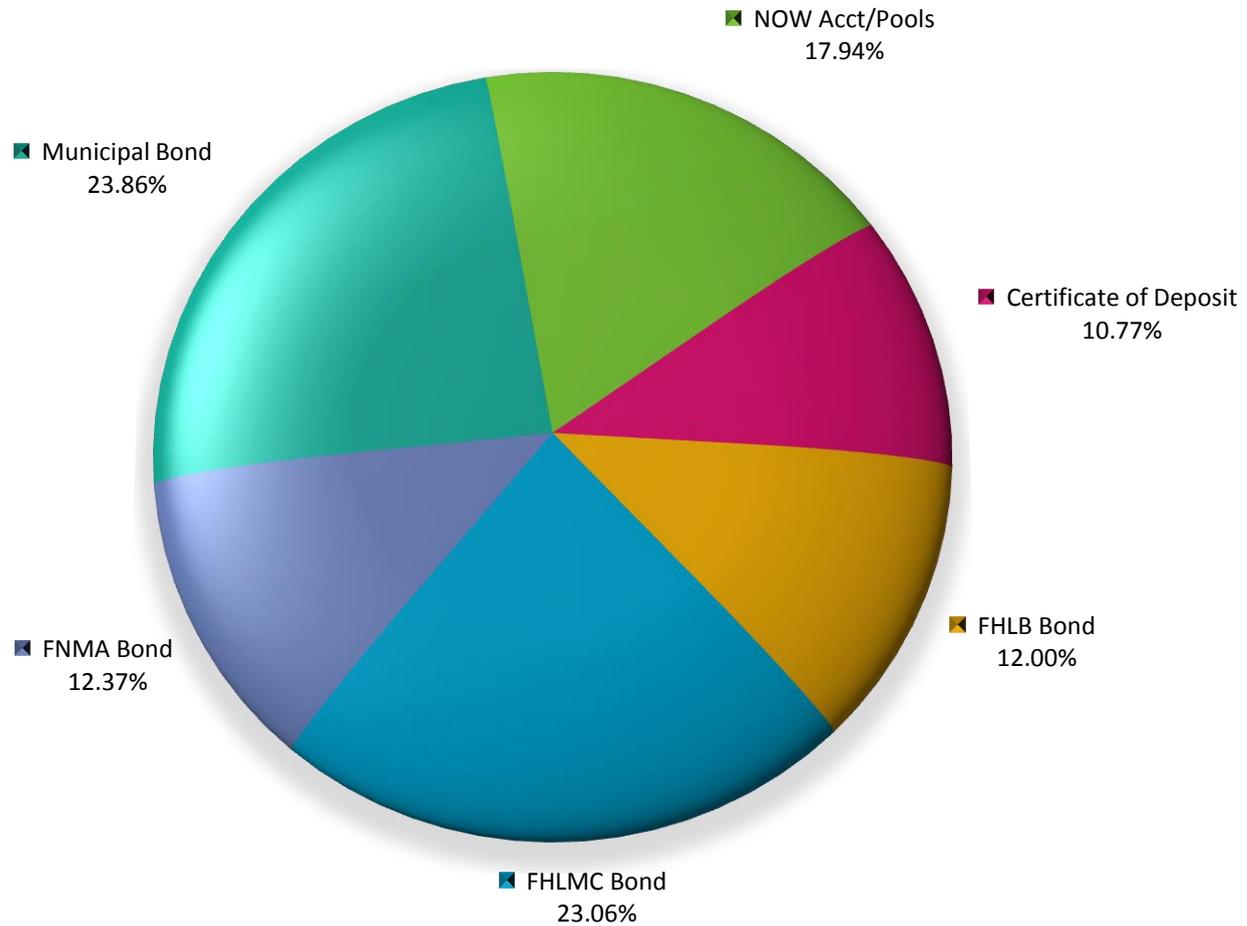
Security Description	Ratings	Coupon	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		0.30%	03/12/2015	03/14/2013		2,500,000.00	2,500,000.00	2,500,000.00	1.00	2,500,000.00	14.36	0.30%	2,240.67
FHLB Bonds	AAA	2.75%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,646,674.07	1.04	7,872,834.98	27.38	2.09%	61,833.37
FNMA Bonds	AAA	5.00%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	15,790,508.12	1.08	16,230,495.00	-	1.93%	156,250.00
Municipal Bonds	AA2	1.00%	05/01/2015	02/20/2013		1,870,000.00	1,890,401.70	1,887,086.42	1.00	1,876,432.80	3.31	0.50%	6,752.78
FHLB Bonds	AAA	0.55%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,998,759.02	1.00	4,012,816.00	36.98	0.57%	2,750.00
FHLB Bonds	AAA	2.00%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,026,199.69	1.03	1,030,651.00	-	0.60%	1,833.33
Municipal Bonds	AA3	5.00%	06/15/2015	01/28/2013		1,300,000.00	1,438,255.00	1,413,885.17	1.08	1,410,461.00	46.39	0.50%	2,708.33
Municipal Bonds	AAA	5.00%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	2,150,526.93	1.09	2,144,069.20	-	0.40%	48,976.39
Municipal Bonds	AA1	3.00%	07/01/2015	02/21/2013		1,600,000.00	1,696,864.00	1,682,334.40	1.05	1,676,992.00	34.92	0.42%	17,200.00
Municipal Bonds	AAA	5.00%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,185,502.64	1.09	2,180,140.00	45.93	0.43%	45,833.33
Municipal Bonds	AAA	5.00%	07/15/2015	12/12/2012		500,000.00	557,035.00	544,964.10	1.08	542,375.00	-	0.56%	11,458.33
Municipal Bonds	AA1	5.16%	08/01/2015	02/14/2013		690,000.00	765,044.40	753,679.10	1.09	750,216.30	-	0.70%	14,736.10
Municipal Bonds	AA2	3.00%	08/15/2015	01/16/2013		1,045,000.00	1,113,562.45	1,101,540.34	1.05	1,092,380.30	-	0.44%	11,756.25
Municipal Bonds	AAA	2.00%	08/15/2015	03/27/2013		2,000,000.00	2,077,760.00	2,069,278.71	1.03	2,065,480.00	8.85	0.36%	11,666.67
Municipal Bonds	AA-	2.00%	08/15/2015	04/23/2013		1,430,000.00	1,475,874.40	1,472,178.36	1.03	1,466,279.10	32.23	0.60%	5,322.78
FHLMC Bonds	AAA	1.75%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,039,259.95	1.03	17,465,409.00	34.39	1.64%	90,902.78
FHLMC Bonds	AAA	1.75%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,878,071.70	1.03	13,355,901.00	37.41	2.20%	69,513.89
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	614,858.55	58.36	1.04%	1,048.23
Municipal Bonds	AA	5.50%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,329,932.16	1.11	1,323,827.40	30.36	0.51%	8,181.25
Municipal Bonds	A1	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	1.00	3,422,290.50	-	0.67%	2,885.40
Municipal Bonds	AA1	4.00%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,077,252.70	1.08	1,078,510.00	-	0.76%	3,222.22
Municipal Bonds	AA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,164,267.20	1.04	1,154,599.80	-	0.56%	12,564.58
Municipal Bonds	AA	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	5,154,800.37	1.03	5,116,714.40	28.75	0.55%	44,730.00
Municipal Bonds	AA1	5.00%	02/01/2016	01/31/2013		975,000.00	1,103,914.50	1,086,271.09	1.10	1,076,234.25	44.92	0.55%	20,312.50
FHLB Bonds	AAA	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,594,659.63	1.01	7,636,875.84	46.39	0.68%	21,842.33
Municipal Bonds	AA2	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,115,464.83	1.10	1,104,690.00	-	0.56%	18,750.00
Municipal Bonds	AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	798,362.10	1.11	790,832.90	-	0.52%	13,406.25
Municipal Bonds	AA2	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,526,204.28	1.08	1,510,838.00	38.66	0.54%	21,000.00
Municipal Bonds	A1	4.00%	02/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,425,881.80	1.09	2,405,588.85	-	0.18%	33,075.00
FNMA Bonds	AAA	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,524,433.40	1.04	3,529,977.44	-	0.72%	23,680.56
Municipal Bonds	AA2	4.00%	03/01/2016	02/07/2013		1,250,000.00	1,380,150.00	1,363,502.91	1.08	1,352,337.50	10.00	0.57%	16,527.78
Municipal Bonds	AA2	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,523,069.60	1.00	2,505,250.00	-	0.65%	8,263.89
FNMA Bonds	AAA	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,211,204.34	1.04	6,246,060.00	37.41	0.89%	35,200.00
Municipal Bonds	AA2	4.00%	04/01/2016	02/26/2013		2,915,000.00	3,220,550.30	3,187,020.89	1.08	3,140,416.95	-	0.58%	40,162.22
Municipal Bonds	AA3	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,122,416.71	1.11	1,111,270.00	-	0.57%	10,416.67
Municipal Bonds	AA4	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,724,060.30	1.08	5,647,702.50	42.46	0.60%	34,252.78
Municipal Bonds	AA5	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	5,059,694.51	1.11	5,001,480.00	-	0.80%	111,875.00
FHLMC Bonds	AAA	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,818,866.03	1.14	6,849,624.00	-	0.93%	148,500.00
Municipal Bonds	AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,105,164.17	1.09	1,092,260.00	16.39	0.56%	15,333.33
Municipal Bonds	AA1	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	2,127,310.80	1.12	2,092,518.75	45.93	0.77%	40,276.56
FHLMC Bonds	AAA	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	31,307,515.51	1.04	31,079,700.00	13.48	0.60%	208,333.33
Municipal Bonds	AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,291,354.15	1.13	1,276,244.60	34.39	0.56%	13,968.06
Municipal Bonds	A3	5.00%	11/01/2016	05/17/2012		500,000.00	587,895.00	565,826.83	1.12	561,270.00	46.92	0.96%	4,097.22
Municipal Bonds	A2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	0.99	497,085.00	-	1.25%	1,024.31
Municipal Bonds	A1	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	0.99	702,040.90	22.95	0.92%	815.61
Municipal Bonds	A1	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	426,317.72	1.06	419,869.20	-	0.62%	1,481.25
Municipal Bonds	AA1	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,776,405.98	1.10	1,768,150.30	39.38	0.91%	5,187.78
Municipal Bonds	A	4.00%	02/01/2017	02/14/2013		2,135,000.00	2,399,248.95	2,374,429.99	1.09	2,317,393.05	-	0.82%	32,262.22
Municipal Bonds	AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,780,023.79	1.14	2,736,844.20	-	0.70%	20,083.33
Municipal Bonds	AA	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,570,452.17	1.06	2,525,622.50	-	0.72%	23,552.08
Municipal Bonds	AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	670,504.83	1.11	656,758.50	-	0.72%	8,776.25
Municipal Bonds	AA3	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,411,339.35	1.13	1,383,894.75	49.87	0.95%	10,038.19
Municipal Bonds	AA2	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,521,800.66	1.13	1,464,203.00	-	0.95%	25,252.50
Municipal Bonds	AA2	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	7,013,343.53	1.16	6,898,522.50	-	1.05%	78,010.60
Municipal Bonds	A1	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	568,771.27	1.11	555,100.00	-	0.79%	2,500.00
Municipal Bonds	AAA	5.00%	02/15/2018	04/30/2013		2,520,000.00	3,009,396.00	2,992,356.53	1.16	2,911,986.00	-	0.86%	21,000.00
<b>TOTAL</b>						<b>448,916,125.28</b>	<b>467,896,040.04</b>	<b>461,271,473.75</b>		<b>462,273,510.44</b>	<b>16.92</b>	<b>0.76%</b>	<b>3,198,345.69</b>

(1) (2)

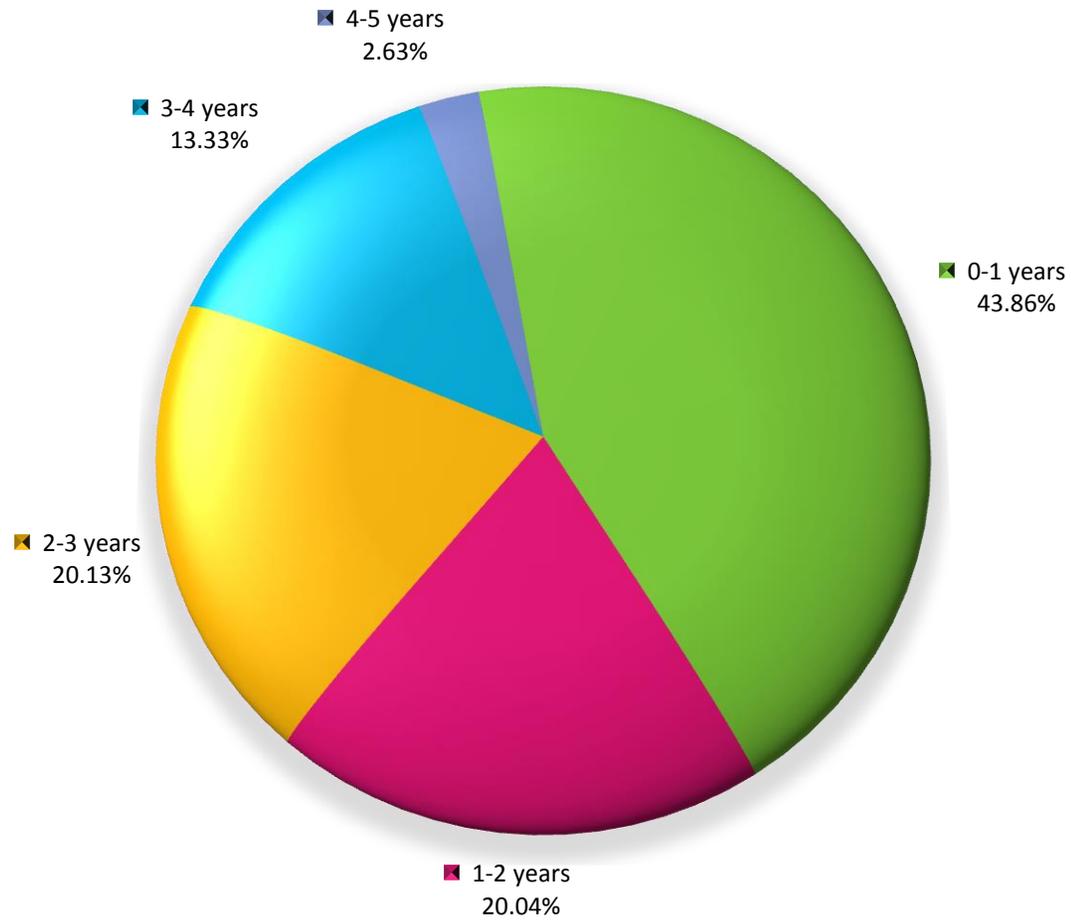
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

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

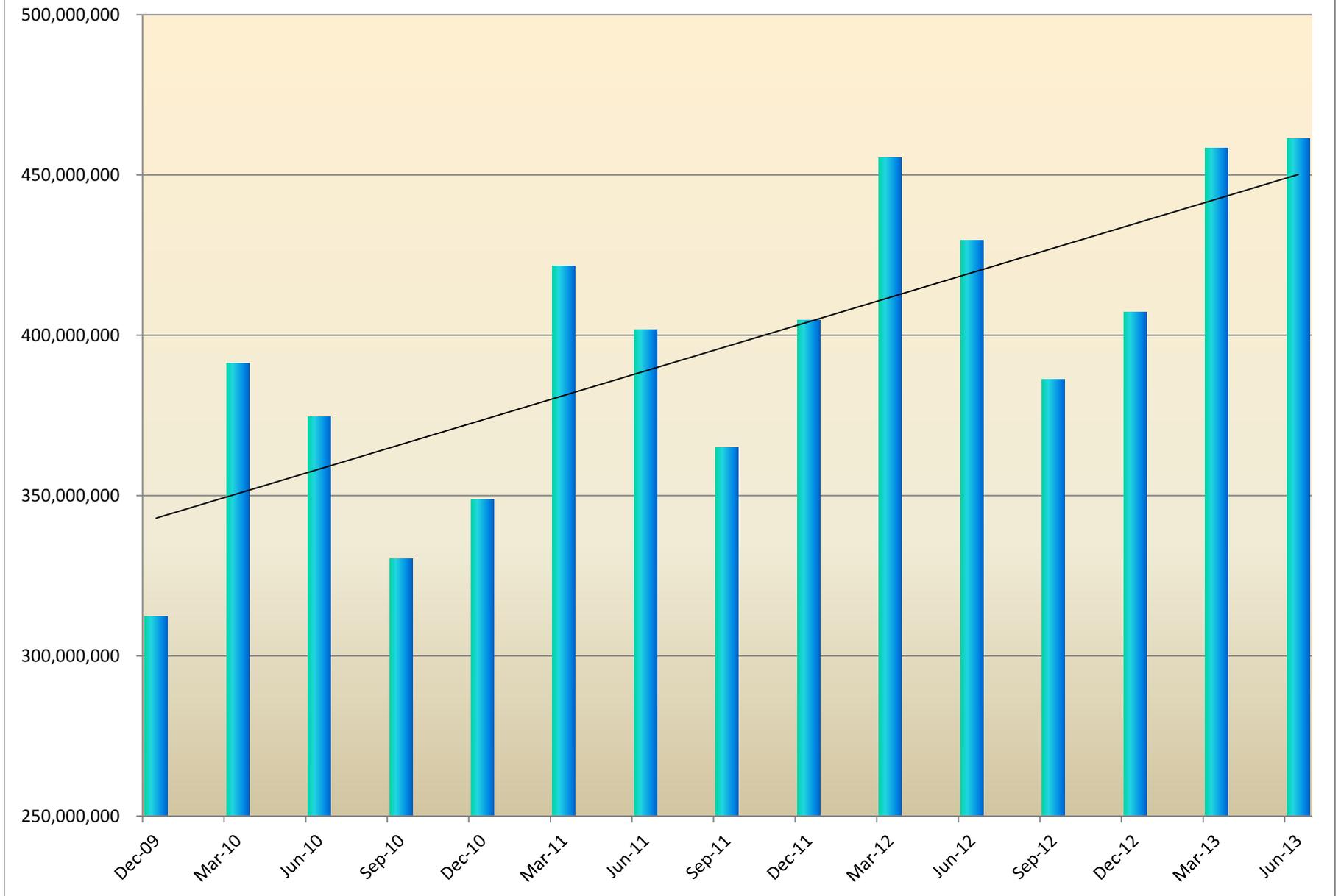
## Portfolio Composition 6/30/13



## Portfolio Maturities 6/30/13



## Quarter End Book Value





**Adjusted Book Value Comparison**

Security Description	Yield	Maturity Date	March 31, 2013			June 30, 2013		
			Par Value	Adjusted Book Value	Purchase/Adjustment	Maturity/Call/Adjustment	Par Value	Adjusted Book Value
Municipal Bonds	0.28%	01/15/14	1,080,000.00	1,099,007.70	-	(5,964.48)	1,080,000.00	1,093,043.22
Municipal Bonds	0.26%	02/01/14	1,120,000.00	1,164,539.49	-	(13,202.26)	1,120,000.00	1,151,337.23
Municipal Bonds	0.21%	02/15/14	1,095,000.00	1,131,444.98	-	(10,331.75)	1,095,000.00	1,121,113.23
Municipal Bonds	0.38%	02/15/14	2,000,000.00	2,028,309.88	-	(8,025.54)	2,000,000.00	2,020,284.34
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,947,441.81	-	(25,838.90)	2,835,000.00	2,921,602.91
Municipal Bonds	0.26%	07/01/14	-	-	2,593,487.23	-	2,500,000.00	2,593,487.23
Municipal Bonds	0.30%	08/15/14	-	-	1,426,691.83	-	1,400,000.00	1,426,691.83
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,535,938.64	-	(6,514.78)	1,500,000.00	1,529,423.86
Municipal Bonds	0.74%	11/01/14	550,000.00	550,000.00	-	-	550,000.00	550,000.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,861,118.19	-	(16,576.65)	2,750,000.00	2,844,541.54
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,417,854.45	-	(11,896.96)	1,330,000.00	1,405,957.49
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,268,457.47	-	(13,332.78)	1,170,000.00	1,255,124.69
Municipal Bonds	0.35%	02/15/15	375,000.00	393,526.48	-	(2,457.59)	375,000.00	391,068.89
Municipal Bonds	0.36%	02/15/15	-	-	3,119,507.94	-	2,880,000.00	3,119,507.94
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,261,898.54	-	(1,546.81)	1,250,000.00	1,260,351.73
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,889,407.12	-	(2,320.70)	1,870,000.00	1,887,086.42
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,428,379.64	-	(14,494.47)	1,300,000.00	1,413,885.17
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,173,000.18	-	(22,473.25)	1,970,000.00	2,150,526.93
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,692,583.96	-	(10,249.56)	1,600,000.00	1,682,334.40
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,208,161.35	-	(22,658.71)	2,000,000.00	2,185,502.64
Municipal Bonds	0.56%	07/15/15	500,000.00	550,456.36	-	(5,492.26)	500,000.00	544,964.10
Municipal Bonds	0.70%	08/01/15	690,000.00	761,283.82	-	(7,604.72)	690,000.00	753,679.10
Municipal Bonds	0.60%	08/15/15	-	-	1,472,178.36	-	1,430,000.00	1,472,178.36
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,108,170.72	-	(6,630.38)	1,045,000.00	1,101,540.34
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,077,402.89	-	(8,124.18)	2,000,000.00	2,069,278.71
Municipal Bonds	1.04%	11/01/15	615,000.00	615,000.00	-	-	615,000.00	615,000.00
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,344,602.46	-	(14,670.30)	1,190,000.00	1,329,932.16
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	-	3,435,000.00	3,435,000.00
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,085,205.19	-	(7,952.49)	1,000,000.00	1,077,252.70
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,169,582.93	-	(5,315.73)	1,110,000.00	1,164,267.20
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,172,577.16	-	(17,776.79)	4,970,000.00	5,154,800.37
Municipal Bonds	0.55%	02/01/16	975,000.00	1,096,974.76	-	(10,703.67)	975,000.00	1,086,271.09
Municipal Bonds	0.56%	02/15/16	1,000,000.00	1,126,409.93	-	(10,945.10)	1,000,000.00	1,115,464.83
Municipal Bonds	0.54%	02/15/16	1,400,000.00	1,538,167.40	-	(11,963.12)	1,400,000.00	1,526,204.28
Municipal Bonds	0.52%	02/15/16	715,000.00	806,264.13	-	(7,902.03)	715,000.00	798,362.10
Municipal Bonds	0.18%	02/15/16	2,205,000.00	2,446,819.55	-	(20,937.75)	2,205,000.00	2,425,881.80
Municipal Bonds	0.65%	03/01/16	2,500,000.00	2,525,222.76	-	(2,153.16)	2,500,000.00	2,523,069.60
Municipal Bonds	0.57%	03/01/16	1,250,000.00	1,374,096.51	-	(10,593.60)	1,250,000.00	1,363,502.91
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,211,627.15	-	(24,606.26)	2,915,000.00	3,187,020.89
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,133,338.20	-	(10,921.49)	1,000,000.00	1,122,416.71
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,767,896.67	-	(43,836.37)	5,225,000.00	5,724,060.30
Municipal Bonds	0.80%	07/01/16	4,500,000.00	5,106,123.13	-	(46,428.62)	4,500,000.00	5,059,694.51
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,113,648.16	-	(8,483.99)	1,000,000.00	1,105,164.17
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,147,665.66	-	(20,354.86)	1,875,000.00	2,127,310.80
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,303,703.37	-	(12,349.22)	1,130,000.00	1,291,354.15
Municipal Bonds	1.25%	11/01/16	500,000.00	570,736.86	-	(70,736.86)	500,000.00	500,000.00
Municipal Bonds	0.96%	11/01/16	500,000.00	500,000.00	65,826.83	-	500,000.00	565,826.83
Municipal Bonds	0.62%	11/15/16	395,000.00	428,627.21	-	(2,309.49)	395,000.00	426,317.72
Municipal Bonds	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,788,520.34	-	(12,114.36)	1,610,000.00	1,776,405.98
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,391,036.79	-	(16,606.80)	2,135,000.00	2,374,429.99
Municipal Bonds	0.70%	02/15/17	-	-	2,780,023.79	-	2,410,000.00	2,780,023.79
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,583,725.42	-	(13,273.25)	2,375,000.00	2,570,452.17
Municipal Bonds	0.72%	03/01/17	590,000.00	675,971.95	-	(5,467.12)	590,000.00	670,504.83
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,423,442.76	-	(12,103.41)	1,225,000.00	1,411,339.35
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,535,194.07	-	(13,393.41)	1,300,000.00	1,521,800.66
Municipal Bonds	1.05%	10/01/17	5,965,000.00	7,074,733.01	-	(61,389.48)	5,965,000.00	7,013,343.53
Municipal Bonds	0.79%	11/15/17	500,000.00	572,685.08	-	(3,913.81)	500,000.00	568,771.27
Municipal Bonds	0.86%	02/15/18	-	-	2,992,356.53	-	2,520,000.00	2,992,356.53
<b>TOTAL</b>			<b>\$ 445,962,642.31</b>	<b>\$ 458,456,610.08</b>	<b>\$ 19,943,594.42</b>	<b>\$ (17,128,730.75)</b>	<b>\$ 448,916,125.28</b>	<b>\$ 461,271,473.75</b>



## Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2013		Qtr to Qtr Change (1)	June 30, 2013	
			Par Value	Market Value		Par Value	Market Value
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,564,108.13	(34,130.69)	3,410,000.00	3,529,977.44
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,313,080.00	(67,020.00)	6,000,000.00	6,246,060.00
Municipal Bonds	0.59%	11/01/13	80,000.00	79,932.80	60.00	80,000.00	79,992.80
Municipal Bonds	0.40%	12/01/13	900,000.00	922,707.00	(8,622.00)	900,000.00	914,085.00
Municipal Bonds	0.28%	01/15/14	1,080,000.00	1,098,835.20	(5,842.80)	1,080,000.00	1,092,992.40
Municipal Bonds	0.26%	02/01/14	1,120,000.00	1,163,288.00	(12,880.00)	1,120,000.00	1,150,408.00
Municipal Bonds	0.21%	02/15/14	2,000,000.00	2,029,400.00	(909,116.45)	2,000,000.00	1,120,283.55
Municipal Bonds	0.38%	02/15/14	1,095,000.00	1,130,423.25	890,636.75	1,095,000.00	2,021,060.00
Municipal Bonds	0.35%	05/01/14	2,835,000.00	2,940,660.45	(22,680.00)	2,835,000.00	2,917,980.45
Municipal Bonds	0.26%	07/01/14	-	-	2,594,075.00	2,500,000.00	2,594,075.00
Municipal Bonds	0.30%	08/15/14	-	-	1,425,298.00	1,400,000.00	1,425,298.00
Municipal Bonds	0.25%	08/15/14	1,500,000.00	1,535,280.00	(5,250.00)	1,500,000.00	1,530,030.00
Municipal Bonds	0.74%	11/01/14	550,000.00	549,087.00	357.50	550,000.00	549,444.50
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,873,860.00	(19,002.50)	2,750,000.00	2,854,857.50
Municipal Bonds	0.39%	02/01/15	1,330,000.00	1,411,316.20	(14,802.90)	1,330,000.00	1,396,513.30
Municipal Bonds	0.41%	02/01/15	1,170,000.00	1,267,238.70	(16,742.70)	1,170,000.00	1,250,496.00
Municipal Bonds	0.35%	02/15/15	375,000.00	393,330.00	(3,393.75)	375,000.00	389,936.25
Municipal Bonds	0.36%	02/15/15	-	-	3,115,353.60	2,880,000.00	3,115,353.60
Municipal Bonds	0.50%	03/01/15	1,250,000.00	1,262,825.00	(4,850.00)	1,250,000.00	1,257,975.00
Municipal Bonds	0.50%	05/01/15	1,870,000.00	1,882,716.00	(6,283.20)	1,870,000.00	1,876,432.80
Municipal Bonds	0.50%	06/15/15	1,300,000.00	1,425,411.00	(14,950.00)	1,300,000.00	1,410,461.00
Municipal Bonds	0.40%	07/01/15	1,970,000.00	2,171,806.80	(27,737.60)	1,970,000.00	2,144,069.20
Municipal Bonds	0.42%	07/01/15	1,600,000.00	1,688,416.00	(11,424.00)	1,600,000.00	1,676,992.00
Municipal Bonds	0.43%	07/15/15	2,000,000.00	2,210,820.00	(30,680.00)	2,000,000.00	2,180,140.00
Municipal Bonds	0.56%	07/15/15	500,000.00	549,330.00	(6,955.00)	500,000.00	542,375.00
Municipal Bonds	0.70%	08/01/15	690,000.00	762,277.50	(12,061.20)	690,000.00	750,216.30
Municipal Bonds	0.60%	08/15/15	-	-	1,466,279.10	1,430,000.00	1,466,279.10
Municipal Bonds	0.44%	08/15/15	1,045,000.00	1,102,077.90	(9,697.60)	1,045,000.00	1,092,380.30
Municipal Bonds	0.36%	08/15/15	2,000,000.00	2,079,660.00	(14,180.00)	2,000,000.00	2,065,480.00
Municipal Bonds	1.04%	11/01/15	615,000.00	615,781.05	(922.50)	615,000.00	614,858.55
Municipal Bonds	0.51%	11/15/15	1,190,000.00	1,343,141.10	(19,313.70)	1,190,000.00	1,323,827.40
Municipal Bonds	0.67%	11/15/15	3,435,000.00	3,428,954.40	(6,663.90)	3,435,000.00	3,422,290.50
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,088,790.00	(10,280.00)	1,000,000.00	1,078,510.00
Municipal Bonds	0.56%	01/15/16	1,110,000.00	1,169,340.60	(14,740.80)	1,110,000.00	1,154,599.80
Municipal Bonds	0.55%	02/01/16	4,970,000.00	5,173,322.70	(56,608.30)	4,970,000.00	5,116,714.40
Municipal Bonds	0.55%	02/01/16	975,000.00	1,095,588.00	(19,353.75)	975,000.00	1,076,234.25
Municipal Bonds	0.56%	02/15/16	715,000.00	804,711.05	299,978.95	715,000.00	1,104,690.00
Municipal Bonds	0.54%	02/15/16	1,000,000.00	1,124,860.00	385,978.00	1,000,000.00	1,510,838.00
Municipal Bonds	0.52%	02/15/16	1,400,000.00	1,534,232.00	(743,399.10)	1,400,000.00	790,832.90
Municipal Bonds	0.18%	02/15/16	2,205,000.00	2,446,337.25	(40,748.40)	2,205,000.00	2,405,588.85
Municipal Bonds	0.65%	03/01/16	1,250,000.00	1,373,600.00	1,131,650.00	1,250,000.00	2,505,250.00
Municipal Bonds	0.57%	03/01/16	2,500,000.00	2,526,900.00	(1,174,562.50)	2,500,000.00	1,352,337.50
Municipal Bonds	0.58%	04/01/16	2,915,000.00	3,205,946.15	(65,529.20)	2,915,000.00	3,140,416.95
Municipal Bonds	0.57%	04/15/16	1,000,000.00	1,131,410.00	(20,140.00)	1,000,000.00	1,111,270.00
Municipal Bonds	0.60%	05/01/16	5,225,000.00	5,740,759.75	(93,057.25)	5,225,000.00	5,647,702.50
Municipal Bonds	0.80%	07/01/16	4,500,000.00	5,093,235.00	(91,755.00)	4,500,000.00	5,001,480.00
Municipal Bonds	0.56%	08/01/16	1,000,000.00	1,110,810.00	(18,550.00)	1,000,000.00	1,092,260.00
Municipal Bonds	0.77%	08/01/16	1,875,000.00	2,144,081.25	(51,562.50)	1,875,000.00	2,092,518.75
Municipal Bonds	0.56%	10/01/16	1,130,000.00	1,302,528.40	(26,283.80)	1,130,000.00	1,276,244.60
Municipal Bonds	1.25%	11/01/16	500,000.00	571,065.00	(73,980.00)	500,000.00	497,085.00
Municipal Bonds	0.96%	11/01/16	500,000.00	500,695.00	60,575.00	500,000.00	561,270.00
Municipal Bonds	0.62%	11/15/16	395,000.00	428,274.80	(8,405.60)	395,000.00	419,869.20
Municipal Bonds	0.92%	11/15/16	710,000.00	708,210.80	(6,169.90)	710,000.00	702,040.90
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,794,264.50	(26,114.20)	1,610,000.00	1,768,150.30
Municipal Bonds	0.82%	02/01/17	2,135,000.00	2,382,040.85	(64,647.80)	2,135,000.00	2,317,393.05
Municipal Bonds	0.70%	02/15/17	-	-	2,736,844.20	2,410,000.00	2,736,844.20
Municipal Bonds	0.72%	03/01/17	2,375,000.00	2,580,295.00	(54,672.50)	2,375,000.00	2,525,622.50
Municipal Bonds	0.72%	03/01/17	590,000.00	672,588.20	(15,829.70)	590,000.00	656,758.50
Municipal Bonds	0.95%	05/01/17	1,225,000.00	1,415,524.25	(31,629.50)	1,225,000.00	1,383,894.75
Municipal Bonds	0.95%	08/15/17	1,300,000.00	1,534,039.00	(69,836.00)	1,300,000.00	1,464,203.00
Municipal Bonds	1.05%	10/01/17	5,965,000.00	7,083,855.05	(185,332.55)	5,965,000.00	6,898,522.50
Municipal Bonds	0.79%	11/15/17	500,000.00	570,665.00	(15,565.00)	500,000.00	555,100.00
Municipal Bonds	0.86%	02/15/18	-	-	2,911,986.00	2,520,000.00	2,911,986.00
<b>TOTAL</b>			<b>\$ 445,962,642.31</b>	<b>\$ 461,356,685.46</b>	<b>\$ 916,824.98</b>	<b>\$ 448,916,125.28</b>	<b>\$ 462,273,510.44</b>

<b>Book Value Allocation</b>						
	<b>March 31, 2013</b>		<b>June 30, 2013</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>Book Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	20.79%	95,307,431.06	17.04%	78,622,449.42	<b>-3.74%</b>	<b>(16,684,981.64)</b>
<b>Debt Service Funds</b>	7.50%	34,378,025.28	7.52%	34,675,127.81	<b>0.02%</b>	<b>297,102.53</b>
<b>Capital Projects Funds</b>	29.21%	133,928,791.64	32.99%	152,193,994.78	<b>3.78%</b>	<b>18,265,203.14</b>
<b>Enterprise Funds</b>	14.54%	66,653,346.51	13.86%	63,950,201.83	<b>-0.67%</b>	<b>(2,703,144.68)</b>
<b>Special Revenue Funds</b>	12.55%	57,555,702.09	13.13%	60,560,161.21	<b>0.57%</b>	<b>3,004,459.12</b>
<b>Internal Service Funds</b>	14.64%	67,135,139.70	14.67%	67,683,083.42	<b>0.03%</b>	<b>547,943.71</b>
<b>Fiduciary Funds</b>	0.76%	3,498,173.79	0.78%	3,586,455.28	<b>0.01%</b>	<b>88,281.48</b>
<b>Totals</b>	<b>100.00%</b>	<b>458,456,610.08</b>	<b>100.00%</b>	<b>461,271,473.75</b>		<b>2,814,863.67</b>

<b>Market Value Allocation</b>						
	<b>March 31, 2013</b>		<b>June 30, 2013</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>Market Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	20.79%	95,910,320.69	17.04%	78,793,243.81	<b>-3.74%</b>	<b>(17,117,076.88)</b>
<b>Debt Service Funds</b>	7.50%	34,595,491.58	7.52%	34,750,453.84	<b>0.02%</b>	<b>154,962.26</b>
<b>Capital Projects Funds</b>	29.21%	134,775,989.79	32.99%	152,524,611.29	<b>3.78%</b>	<b>17,748,621.51</b>
<b>Enterprise Funds</b>	14.54%	67,074,977.97	13.86%	64,089,123.17	<b>-0.67%</b>	<b>(2,985,854.80)</b>
<b>Special Revenue Funds</b>	12.55%	57,919,784.26	13.13%	60,691,718.24	<b>0.57%</b>	<b>2,771,933.98</b>
<b>Internal Service Funds</b>	14.64%	67,559,818.86	14.67%	67,830,113.83	<b>0.03%</b>	<b>270,294.97</b>
<b>Fiduciary Funds</b>	0.76%	3,520,302.32	0.78%	3,594,246.26	<b>0.01%</b>	<b>73,943.95</b>
<b>Totals</b>	<b>100.00%</b>	<b>461,356,685.46</b>	<b>100.00%</b>	<b>462,273,510.44</b>		<b>916,824.98</b>

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/26/13		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey - 7156</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, annexing to the City of Plano, Texas a total of 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619, Collin County, Texas and J. Myers Survey, Abstract No. 882, Denton County, Texas, and extending the boundary limits of said city so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances, and regulations of said city; and providing an effective date.     Applicant: City of Plano</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     NA</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Working with neighboring municipalities to standardize city boundaries and clarify emergency response responsibilities relates to the City's goal of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>The cities of Plano and Carrollton, along with the Town of Hebron, are working to standardize the city limit lines along West Park Boulevard and other streets in the area. This section of West Park Boulevard lies primarily in Collin County with a small portion in Denton County. Annexing the right-of-way into Plano will clarify responsibility for emergency response for this stretch of roadway as well as for the intersection of Midway Road and West Park Boulevard. The City Council held public hearings on July 22, 2013 and July 24, 2013, and this ordinance finalizes the annexation of the right-of-way.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				

## Annexation Case A2013-01

**An Ordinance of the City of Plano, Texas, annexing to the City of Plano, Texas, a total of 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619, Collin County, Texas and J. Myers Survey, Abstract No. 882, Denton County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City Limits; adopting a service plan providing for the extension of municipal services to the area so annexed and granting to all inhabitants and owners of said property all of the rights and privileges of other citizens and binding all inhabitants by the acts, ordinances and regulations of said City; and providing an effective date.**

**WHEREAS**, the following described tract of land is adjoining the present city limits of the City of Plano, and the City Council of the City of Plano desires to annex and make the same a part of the City of Plano, Texas; and

**WHEREAS**, after publication of notice as required by V.T.C.A., Local Government Code, Chapters 42 and 43 (municipal annexation statutes), a public hearing was held in the Senator Florence Shapiro Council Chambers of the City of Plano on July 22, 2013, and a further public hearing was held in the Senator Florence Shapiro Council Chambers of the City of Plano on July 24, 2013, providing all persons an opportunity to voice their opinion, and the Council considered all testimony presented at said meetings; and

**WHEREAS**, the City Council of the City of Plano has considered a Service Plan providing for the extension of municipal services to the area to be annexed; and

**WHEREAS**, the members of the City Council of the City of Plano have now concluded that said area should be annexed and made a part of the City of Plano, Texas and that the Service Plan considered in connection with this annexation should be approved and adopted.

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

**Section I.** The property described in Exhibit "A" attached hereto is hereby annexed to the City of Plano, Texas, and the boundary limits of the City of Plano are hereby extended to include the following described territory within the city limits of the City of Plano, Texas, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Plano, and shall be bound by the acts, ordinances, resolutions and regulations of said City.

**Section II.** The Service Plan considered in connection with this annexation, a copy of which is attached hereto as Exhibit "B", is hereby approved and adopted.

**Section III.** The Director of Planning of the City of Plano is hereby authorized and directed to change the official city limits map to reflect the annexation accomplished by this Ordinance.

**Section IV.** It is not the intention of the City of Plano to annex any territory not legally subject to being annexed by said City, and should any portion of the above-described territory not be subject to legal annexation by the City of Plano, such fact will not prevent the City from annexing such territory which is described above and is subject to legal annexation by the City, and it is the intention of the City of Plano to annex only such territory as may be legally annexed by it within the limits of the above-described area.

**Section V.** This Ordinance shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED THIS THE 26TH DAY OF AUGUST, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## A2013-01 LEGAL DESCRIPTION

BEING approximately 3.14 acres of land lying partially in the J. Myers Survey, Abstract No. 619 situated in Collin County, Texas, and partially in the J. Myers Survey, Abstract No. 882, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of that certain called 797.7073 acre city limit parcel to the City of Plano as described in Exhibit B of Ordinance No. 78-11-6, approved November 13, 1978, said point being common with the southeast corner of that certain called 46.7212 acre city limit parcel to the City of Plano as described in Ordinance No. 81-9-8, approved September 28, 1981, with said point being in the approximate west line of Collin County and common east line of Denton County, being in the approximate west line of said J. Myers Survey, Abstract No. 619 and common east line of said J. Myers Survey, Abstract No. 882, said point lying within the intersection of the rights-of-way of East Hebron Parkway/West Park Boulevard (FM 544) and Midway Road, and being at the beginning of a tangent curve to the left, with the radius point being situated North,  $11^{\circ} 56' 42''$  West, at 909.93 feet;

THENCE in a northeasterly direction, along the curving southerly line of said Ordinance No. 78-11-6 and said curve to the left, through a central angle of  $30^{\circ} 17' 49''$ , having a radius of 909.93 feet, a tangent distance of 246.34 feet, a chord bearing North,  $62^{\circ} 54' 23''$  East, at 475.57 feet, and an arc distance of 481.16 feet to the end of said curve;

THENCE North,  $47^{\circ} 45' 29''$  East, continuing along said southerly line of Ordinance No. 78-11-6, a distance of 331.85 feet to the beginning of a tangent curve to the right, with the radius point being situated South,  $42^{\circ} 14' 31''$  East, at 863.51 feet;

THENCE in a northeasterly direction, continuing along the curving southerly line of said Ordinance No. 78-11-6 and said curve to the right, through a central angle of  $42^{\circ} 28' 19''$ , having a radius of 863.51 feet, a tangent distance of 335.56 feet, a chord bearing North,  $68^{\circ} 59' 38''$  East, at 625.54 feet, and an arc distance of 640.10 feet to the end of said curve;

THENCE South,  $01^{\circ} 19' 30''$  West, departing said southerly line of Ordinance No. 78-11-6 and traveling across the right-of-way for said West Park Boulevard (FM 544), a distance of 90.00 feet to a point at the beginning of a tangent curve to the left, from which the northeast corner of that certain called 188 acre city limit parcel to the City of Carrollton as described in Ordinance No. 750, approved April 17, 1978, bears South,  $01^{\circ} 19' 30''$  East, at 10.00 feet, with the radius of said tangent curve being situated South,  $00^{\circ} 05' 25''$  West, at 773.50 feet;

THENCE in a southwesterly direction, along said non-tangent curve to the left, being parallel to and a perpendicular distance of 10.00 feet northerly of the northerly line of said Ordinance No. 750, through a central angle of  $42^{\circ} 21' 45''$ , having a radius of 773.50 feet, a tangent distance of 299.73 feet, a chord bearing South,  $68^{\circ} 54' 33''$  West, at 558.96 feet, and an arc distance of 571.90 feet to the end of said curve;

THENCE South,  $47^{\circ} 43' 4''$  West, continuing to be parallel to and a perpendicular distance of 10.00 feet northerly of the northerly line of said Ordinance No. 750, a distance of 330.60 feet to the beginning of a tangent curve to the right, with the radius point being situated North,  $42^{\circ} 16' 19''$  West, at 999.90 feet;

THENCE in a southwesterly direction, along said non-tangent curve to the right, continuing to be parallel to and a perpendicular distance of 10.00 feet northerly of the northerly line of said Ordinance No. 750, through a central angle of  $35^{\circ} 13' 06''$ , having a radius of 999.90 feet, a tangent distance of 317.36 feet, a chord bearing South,  $65^{\circ} 20' 14''$  West, at 604.98 feet, and an arc distance of 614.61 feet to the end of said curve and being within the right-of-way for East Hebron Parkway ;

THENCE due North, traveling across said right-of-way for East Hebron Parkway, a distance of 90.75 feet to a point in the curving southerly line of the aforementioned City of Plano Ordinance No. 81-9-8, being a non-tangent curve to the left, with the radius point being situated North,  $07^{\circ} 45' 20''$  West, at 910.37 feet;

THENCE in a northeasterly direction, along said curving southerly line of said Ordinance No. 81-9-8 and said non-tangent curve to the left, through a central angle of  $04^{\circ} 09' 10''$ , having a radius of 910.37 feet, a tangent distance of 33.01 feet, a chord bearing North,  $80^{\circ} 10' 05''$  East, at 65.97 feet, and an arc distance of 65.98 feet to the POINT OF BEGINNING and CONTAINING approximately 3.14 acres (0.0049 square miles) of land, more or less.

EXHIBIT "B"

CITY OF PLANO, COLLIN AND DENTON COUNTIES, TEXAS

SERVICE PLAN FOR ANNEXED AREA  
(Annexation Case No. A2013-01)

**Acreage Annexed:**

3.14± acres

**Survey, Abstract and County:**

J. Myers Survey, Abstract No. 619, Collin County, Texas  
J. Myers Survey, Abstract No. 882, Denton County, Texas

**Date of Adoption of Annexation Ordinance:**

August 26, 2013

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Plano, Texas, at the following levels and in accordance with the following schedule:

A. Police Service

(1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation.

(2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the minimum level of police services comparable to the level of police services available in other parts of the city with similar characteristics of topography, land utilization, and population density as determined by the City Council within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the city.

B. Fire Services

(1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinance.

(2) As development and construction of subdivisions commences within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area a level of fire and emergency ambulance services comparable to the level of fire and emergency ambulance services available in other parts of the city with similar characteristics of topography, land utilization, and population density, as determined by the City Council, within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city.

C. Environmental Health and Building Inspection Services

(1) Enforcement of the city's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.

(2) The city's building, plumbing, electrical, gas, heating and air conditioning, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

(3) The city's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.

(4) All inspection services furnished by the City of Plano, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

(5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Building Inspection services as are furnished throughout the city.

D. Planning and Zoning Services

The planning and zoning jurisdiction of the city will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the city's Zoning Ordinance and Comprehensive Plan.

E. Recreation and Leisure Services

(1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the city, beginning with the effective date of this ordinance.

(2) Additional facilities and sites to serve this property and its residents will be acquired, developed, and maintained at locations and times provided by applicable plans, policies and programs, and decisions of the City of Plano. This property will be included in all plans for providing recreation and leisure services to the city. The same level of recreation and leisure services shall be furnished to this property as is furnished throughout the city.

(3) Existing parks, playgrounds, swimming pools, and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the city, be maintained and operated by the City of Plano; but not otherwise.

F. Solid Waste Collection

(1) Solid waste collection shall be provided to the property in accordance with existing city policies, beginning on the effective date of the annexation ordinance.

(2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the city as to frequency, charges and so forth.

(3) Solid waste collection, through the use of reusable containers for commercial accounts, shall be available to this property through and in accordance with the terms of the city's contract with a private company, beginning with the effective date of the annexation ordinance.

#### G. Streets

(1) The City of Plano's existing policies with regard to street maintenance, applicable throughout the entire city, shall apply to this property on the effective date of the annexation ordinance.

(2) As development, improvement, or construction of streets to city standards commence within this property, the policies of the City of Plano with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

(3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Plano as is provided to city streets throughout the city.

(4) Street lighting installed on streets shall be maintained by TU Electric Company in accordance with current city policies.

#### H. Water Services

(1) Connection to existing city water mains for water service for domestic, commercial, and industrial use within this property, will be provided in accordance with existing city policies. Upon connection to existing mains, water will be provided at rates established by city ordinances for such service throughout the city.

(2) Water mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

(3) Water mains which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the city.

I. Sanitary Sewer Services

(1) Connections to existing city sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing city policies. Upon connection, sanitary sewage service will be provided at rates established by city ordinances for such service throughout the city.

(2) Sanitary sewage mains and/or lift stations which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(3) Sanitary sewer mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, but such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

J. Miscellaneous

(1) Any facility or building located within the annexed area and utilized by the City of Plano in providing services to the area will be maintained by the city commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later.

(2) General municipal administration and administrative services of the city shall be available to the annexed area beginning with the effective date of the annexation ordinance.

K. Agreement and Acceptance

It is agreed, as signified by the adoption of the Service Plan by the city and signature of acceptance by the landowner(s) of the annexed area, that:

(1) In the event the Service Plan is not fulfilled, the landowner may (1) seek to enforce the Service Plan by applying for a writ of mandamus not later than the second anniversary of the date the landowner knew or should have known that the city was not complying with the Service Plan, or (2) seek disannexation pursuant to Section 43.141 of the Local Government Code.

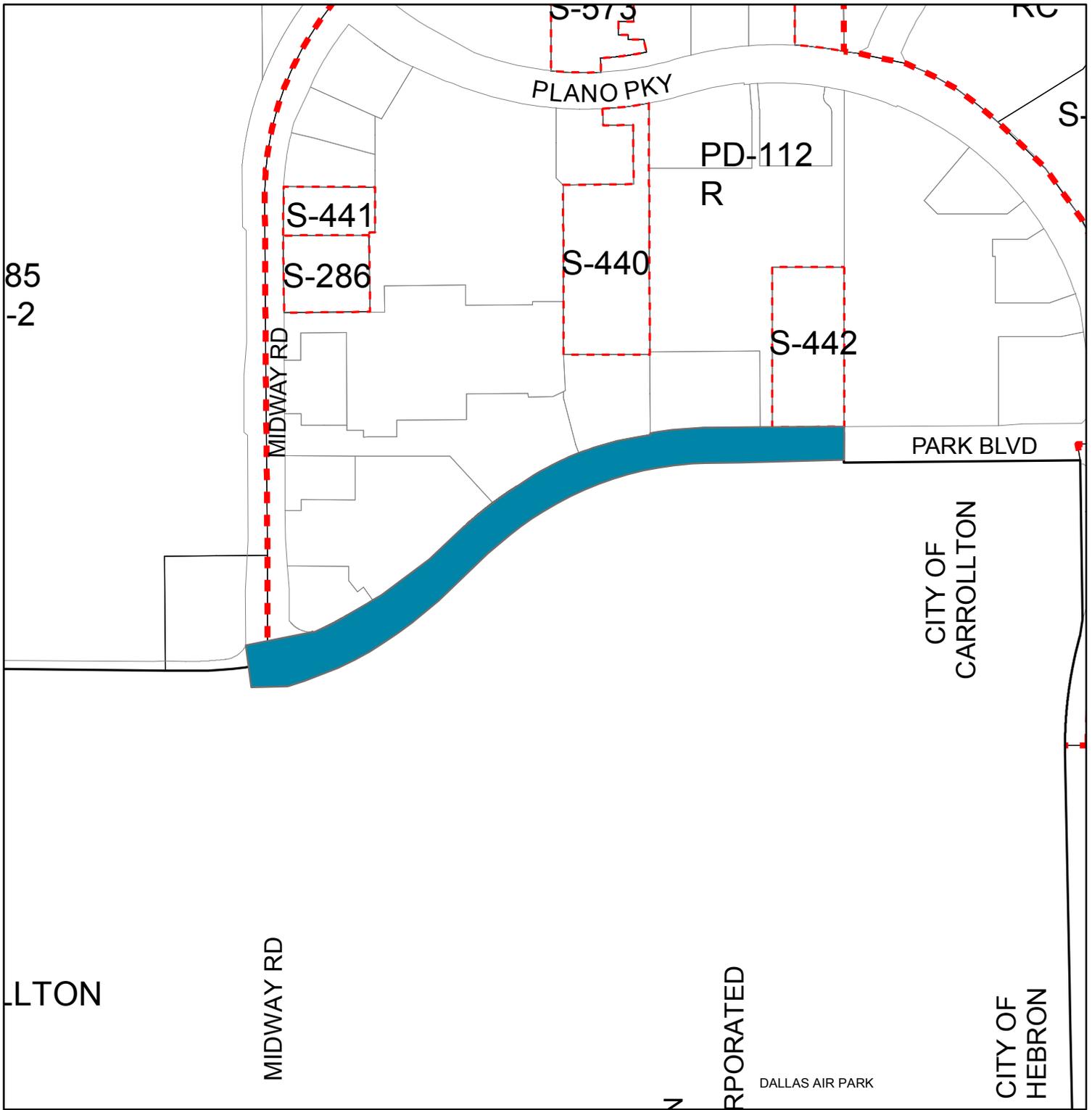
(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall be construed to alleviate the landowner's responsibility to construct and fund such capital improvements as required by such ordinances. By its agreement to this Service Plan and by virtue of the landowner's petition to be annexed into the city, the landowner agrees to abide by such ordinances and regulations.

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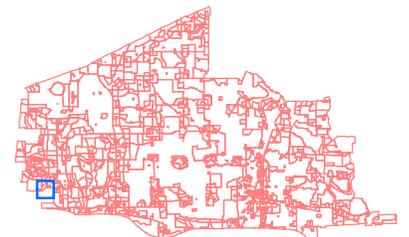
OWNER

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DATE



ANNEXATION CASE #2013-01



○ 200' Notification Buffer



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/26/13			
Department:		Human Resources			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-7-4; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective August 26, 2013; and providing a repealer clause, a severability clause and an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-861	-8,652	<b>-9,513</b>
BALANCE		0	- 861	-8,652	<b>-9,513</b>
<b>FUND(S):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item changes the Plano Fire Department 2012-13 Civil service Plan with the addition of (1) Deputy Chief position and the reduction of (1) Assistant Chief position effective August 26, 2013. This change is projected to save salary and benefit expenditures of \$861 for the remaining pay periods of the 2012-13 Fire Department Operating Budget and \$8,652 from the 2013-14 Operating Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Making authorized strength (position) changes to the Fire Department relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
The purpose of this ordinance is to eliminate one Assistant Fire Chief position and create one Deputy Chief position in the Plano Fire Department.					
List of Supporting Documents: Ordinance, Exhibit A			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-7-4; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective August 26, 2013; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on July 22, 2013 by Ordinance No. 2013-7-4, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Fire Department of the City of Plano; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas, and the specified number of positions effective August 26, 2013, as set forth in attached Exhibit "A"; and

**Whereas**, based on operational needs, the Fire Department recommends the elimination of one Assistant Fire Chief and the addition of one Deputy Chief position in accordance with Texas Local Government Code, Chapter 143 effective August 26, 2013; and

**Whereas**, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2013-7-4 duly passed and approved by the City Council of the City of Plano, Texas on July 22, 2013 is repealed in its entirety effective August 26, 2013.

**Section II.** The classification and salary plan of the City of Plano Fire Department for fiscal year 2012-13, and the number of positions in the City of Fire Police Department effective August 26, 2013, as set forth in Exhibit "A", is hereby approved.

**Section III.** The elimination of one Assistant Fire Chief position and the addition of one Deputy Chief position in accordance with Texas Local Government Code, Chapter 143 effective August 26, 2013 is hereby approved.

**Section IV.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted to start of the first payroll period following completion of the required number of continuous service months.

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

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

**Section VII.** Upon passage, this Ordinance shall become effective August 26, 2013.

**DULY PASSED AND APPROVED**, this, the 26th day of August, 2013.

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO  
2012 - 2013 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 08/26/13

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Fire Rescue Specialist	09/24/12 - 193 08/01/13 - 208	Hourly: Monthly: Annual:	20.0648 4,869 58,428		21.4797 5,212 62,548	23.6620 5,741 68,903
002	Fire Apparatus Operator	09/24/12 - 51	Hourly: Monthly: Annual:	26.6129 6,458 77,496			
003	Lieutenant	09/24/12 - 18	Hourly: Monthly: Annual:	29.8487 7,243 86,919			
004	Captain	09/24/12 - 45	Hourly: Monthly: Annual:	33.1954 8,055 96,665			
005	Battalion Chief	09/24/12 - 9	Hourly: Monthly: Annual:	51.2432 8,882 106,585	55.5920 9,635 115,631		
006	Deputy Fire Chief	07/22/13 - 1 08/26/13 - 2	Hourly: Monthly: Annual:	57.2639 10,215 122,586			
007	Assistant Fire Chief	09/24/12 - 4 01/28/13 - 3 08/26/13 - 2	Hourly: Monthly: Annual:	62.2800 10,795 129,542			
01A	Fire Recruit		Hourly: Monthly: Annual:	18.2297 4,423 53,084			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/26/13			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): <b>Matt Yager, x5220</b>					
<b>CAPTION</b>					
A public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.32 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
<b>FUND(S):    GENERAL FUND</b>					
<b>COMMENTS:</b> This is the first of two required public hearing on the proposed tax revenue increase. The second public hearing will be held on September 4, 2013 at 5:00 p.m. The City of Plano tax rate is proposed to remain at \$.4886 per \$100 taxable value.					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/26/13		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
RFP No. 2013-259-B for consulting services for Strategic and Operational Plan for Residential Property Value Retention for the Planning Department to Catalyst Commercial, Inc. in the amount of \$134,488, and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	500,000	0
Encumbered/Expended Amount		0	-2,500	0
This Item		0	-134,488	0
BALANCE		0	363,012	0
<b>FUND(s):    GENERAL FUND</b>				
<b>COMMENTS:</b> This item, in the amount of \$134,488 will leave a current year balance of \$363,012 that may be used or carried forward into FY 2013-14 towards Neighborhood Reinvestment objectives.				
<b>STRATEGIC PLAN GOAL:</b> Working with a consulting firm to retain property values within Plano relates to the Council's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the proposal from Catalyst Commercial, Inc. in the amount of \$134,487.91 be accepted as the best value proposal conditioned on timely execution of necessary contract documents for consulting services for Strategic and Operational Plan for Residential Property Value. These services are needed by the Planning Department to conduct a comprehensive review of City services to residential areas.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum, RFP Recap				



# Memorandum

**Date:** August 9, 2013  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Christina Day, Community Services Manager  
**Subject:** Award to Consultant for RFP 2013-259-B for Strategic and Operational Plan for Residential Property Value Retention

It is the recommendation of the City to award 2013-259-B for Strategic and Operational Plan for Residential Property Value Retention to Catalyst Commercial Inc. in the estimated amount of \$134,488 as follows:

Refining detailed scope of work and initial stakeholder interviews	\$16,450
Best practices analysis, neighborhood assessment, and development of Neighborhood Strategic and Operational Plan	\$93,399
Review of need for single family rental inspections	\$24,639

The contract is for an estimated six-months of professional services.

The Committee reviewed proposals from both of the submitting vendors. Catalyst Commercial Inc. was selected as our top candidate based on both the best value and best overall scoring matrix. Taken into consideration were each vendor's pricing, project approach, past experience, and personnel qualifications. Each committee member rated the firms independently without reviewing the cost of the service. The final scores were discussed amongst the evaluation committee and a final overall score was given to each proposal. Based upon the overall scores, Catalyst Commercial Inc. scored the highest and was the lowest cost.

The professional services consultant will conduct a comprehensive review of City services to residential areas. The consultant will work closely with a multi-departmental team to conduct a comprehensive study resulting in a neighborhood and housing operational and strategic plan for the City. The study will:

1. Review the effectiveness of current analytical tools for measuring neighborhood health, including Neighborhood Enhancement Tool, Neighborhood Indicators, and others as may be identified by City departments.
  - o Recommend uses and strategies for maximizing the output of these resources within the context of the community and organization.
  - o Utilize these resources to develop an objective assessment of current and future housing needs.
2. Identify City services supporting neighborhood stability and improvement.
  - o Review current levels of service and determine if those service levels and structures are consistent with best practices, as established by at least eight communities that have successfully met the challenges of maintaining quality neighborhoods under similar circumstances. If not, make objective, defensible recommendations for improvement including any associated costs and potential sources of revenue.

- Consider gaps or overlaps in services. Note any efficiencies and their financial and organizational impact.
- 3. Make recommendations for maintenance of and/or modifications to our business practices to ensure Plano's best chance of success in avoiding neighborhood decline over at least the next ten years.
- 4. Analyze the impact of occupancy (tenant vs. owner) on the value and marketability of housing stock in Plano using primarily local data (can be supported by regional, state, or national trends). Identify any quantifiable safety and/or neighborhood stability concerns related to occupancy type including but not limited to neighborhoods comprised, mostly, of single family homes. Examine the necessity and possible affect that a single-family rental housing inspection program may have on addressing the identified safety and/or neighborhood concerns related to occupancy type in those neighborhoods. Does the impact vary based on length of occupancy as a tenant or owner property?
- 5. Consistent with findings in items 1-4 above, recommend an implementation approach for effective program(s) of housing reinvestment utilizing the neighborhood vitality funds based on community needs and best value.
  - Implementation plans should be detailed annually for three years of operations include program objectives; basic procedures; operational requirements including staffing, space, equipment, and budget; and define reasonable annual and/or monthly outcomes.
  - In future years, the recommended programs will likely need an on-going funding commitment in an amount to be determined later as the program is developed and initiated. Explore options for leveraging Neighborhood Vitality funds through public and private partnerships, with organizations such as the Federal Home Loan Bank or others, and alternative financing options, including but not limited to the creation of a Housing Finance Corporation. Provide options at different funding levels and projected outcomes. These funds are intended to be used primarily as an incentive for homeowners' reinvestment in Plano's moderately-priced housing, focusing on extending the life of the structure. Anticipated future needs should be included in the implementation plan.

The development of this plan is critical to ensuring the City is prepared to maintain vibrant and renewing neighborhoods consistent with the City Council's Strategic Plan. As part of the 2012-13 budget process, Council provided funds and directed staff to engage professional consultant services in order to undertake this study as noted above.

The recommendation of award on the overall weighted score is to Catalyst Commercial Inc.

# CITY OF PLANO

## RFP RECAP

### RFP NO. 2013-259-B

### RFP FOR Strategic and Operational Plan for Residential Property Value Retention

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**RFP opening Date/Time:** June 12, 2013 at 1:00 PM

**Number of Vendors Notified:** 7770

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

**Number of Proposals Submitted:** 2

Catalyst Commercial, Inc. \$134,487.91

HW Holdings, LLC d/b/a  
Metrostudy a Hanley Wood Company \$168,500.00

**Recommended Vendor(s):**

Catalyst Commercial, Inc. \$134,487.91

*Michael Parrish*

August 14, 2013

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Michael Parrish, Senior Buyer

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Date

**DATE:** August 6, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 5, 2013

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2013-12  
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance to allow retaining wall signs. Tabled July 15, 2013.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), such portion of subsection to read as follows:**

Sign - Retaining Wall: Any onsite sign attached to a retaining wall.

**Amend Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), such portion of subsection to read as follows:**

**2. Freestanding Signs**

**a. Agricultural Signs**

Agricultural signs, limited to advertising produce, crops, or animals on a farm, may be erected in any Agricultural zoning district and shall not exceed 50 square feet. Maximum height of an agricultural sign shall be 15 feet with a required setback of 30 feet from the front and side property lines. Spacing between signs shall be a minimum of 200 feet.

## **b. Apartment Signs**

Apartment signs may be erected in any residential zoning district and shall not exceed 25 square feet. Maximum height of an apartment sign shall be ten feet for a monument sign and 12 feet for a pole sign with a required setback of 15 feet from the front property line. Apartment signs are limited to one per street front.

## **c. General Business Signs**

- i. General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.
- ii. Single tenant properties shall be limited to one freestanding sign per street front.
- iii. General business signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Internally-illuminated general business signs must be constructed of noncombustible material or approved plastics.
- iv. General business signs may be retaining wall signs in accordance with Subsection 3.1603 (2) (m) below.

## **d. Identification Signs**

- i. An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.

- ii. Identification signs shall be limited to one sign per street front per development.
- iii. Identification signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Such signs, when internally illuminated, must be constructed of noncombustible materials or approved plastics.
- iv. Identification signs may be retaining wall signs in accordance with Subsection 3.1603 (2)(m) below.

#### **e. Institution Signs**

Institution signs erected in residential zoning districts shall not exceed 32 square feet with a maximum height of ten feet. Institution signs erected in nonresidential zoning districts shall comply with the requirements of a general business sign. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front.

#### **f. Multipurpose Signs**

- i. The total area of multipurpose pole signs shall not exceed 150 square feet. In the case of multipurpose monument signs, the maximum overall area shall be 225 square feet; however, the copy area shall be limited to 150 square feet leaving a base area of 75 square feet.
- ii. The identification portion of multipurpose signs shall not exceed 50 square feet. Any combination of directory and reader board shall not exceed 100 square feet.
- iii. Multipurpose signs may be erected in nonresidential zoning districts.
- iv. Maximum height shall be ten feet for multipurpose monument signs and 20 feet for multipurpose pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted.
- v. Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.

- vi. Multipurpose signs shall be constructed of materials not subject to deterioration when exposed to the weather and when internally illuminated must be constructed of noncombustible materials or approved plastics.

**g. Municipally-owned Signs**

Municipally-owned signs may be erected in any zoning district and if exceeding 100 square feet shall be reviewed by the Board of Adjustment for specific approval. Municipally-owned signs shall not be placed in any sight visibility triangle and shall be located at least 25 feet from any privately-owned parcel of land. Maximum height of monument styled municipally-owned signs shall not exceed ten feet and pole signs shall not exceed 20 feet in overall height.

**h. Subdivision Entry Signs**

Subdivision entry signs may be erected in residential zoning districts and shall not exceed 30 square feet with a maximum height of two feet six inches. Required setback shall be three feet from the front property line, and signs are limited to two per subdivision entryway. Freestanding subdivision entry signs shall only be allowed in the absence of subdivision wall signs or plaques. The homeowners association or developer shall enter into a maintenance agreement with the City of Plano Planning Department.

**i. Onsite Directional Signs**

- i. Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- ii. Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- iii. Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

**j. Menu Board Signs**

Menu board signs may be erected in nonresidential zoning districts and shall not exceed 40 square feet with a maximum height of six feet. Required setback shall be a minimum of eight feet from any property line and shall be a minimum of ten feet from any other menu board sign.

## **k. Unified-lot Signs**

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with restrictions for freestanding signs in Subsection 3.1603.
- ii. Unified-lot sign may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

## **I. Directory Signs**

- i. Directory signs shall not exceed 40 square feet.
- ii. Directory signs shall not exceed 15 feet in height, measured from grade.
- iii. For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- iv. All accessibility and visibility requirements must be met for public sidewalks and streets.
- v. Directory signs shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
- vi. Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.
- vii. Any directory sign shall be located within the established build line for that property.
- viii. Directory signs shall be used only to provide way finding information to tenants within a property.

### **m. Retaining Wall Signs**

- i. Retaining wall sign copy area shall not exceed 70 square feet.
- ii. Retaining wall sign copy area shall not exceed eight feet in height.
- iii. Retaining wall signs shall be exempt from any setback from the front property line (or any property line adjacent to a street). A setback of 30 feet shall be required from any adjoining private property lines and a minimum of 60 feet from any other freestanding sign.
- iv. Retaining wall signs shall not project more than 12 inches from the wall surface, and shall not project into public right-of-way or across a property line.
- v. The sign copy shall not extend beyond the edges of the retaining wall.
- vi. Retaining wall signs shall be constructed of materials that are not subject to deterioration when exposed to the weather and must be constructed of noncombustible materials. Plastic construction materials shall not be permitted.
- vii. Retaining wall signs shall be lit by external illumination only.
- viii. Retaining wall signs shall not be reader board/electronic message center type.

### **3. Requirements for Freestanding Signs Located within an Overlay District**

- a. All freestanding signs in an overlay district as set out by the City of Plano Zoning Ordinance shall be monument-type or retaining wall signs. (Reference Article 4 for allowed size, height, and border requirements for monument signs.)
- b. Single tenant properties shall be limited to one freestanding sign per street front.
- c. Multi-tenant commercial developments shall be limited to the following:
  - i. Multipurpose Signs  
One sign per street front per development.

ii. General Business Signs

One sign per street front of the development or one per 225 feet of street frontage or portion thereof.

iii. Directory Signs

- d. No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

**Amend Subsection 4.505 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.505** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows for monument signs:

**Amend Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.605** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.705** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For ~~freestanding~~ monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.805** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For ~~freestanding~~ monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.904** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. The following standards shall apply to monument signs:

**FOR CITY COUNCIL MEETING OF:** August 26, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/av

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 5, 2013

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2013-12

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance to allow retaining wall signs. Tabled July 15, 2013.

**HISTORY:**

This item was tabled at the July 15, 2013 Planning & Zoning Commission meeting. It must be removed from the table.

The Commission tabled the proposed zoning request and requested additional information related to establishing a maximum percentage of signage allowed on a retaining wall. Refer to the Percentage of Signage on a Retaining Wall section within this report for additional analysis.

**REMARKS:**

Recently, the city received a request to locate a sign on a retaining wall. Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance does not currently allow for signs to be placed on retaining walls. Sign types and designs continue to change as businesses find new ways to advertise. For some properties, a retaining wall may be an appropriate location for a sign, instead of a typical monument or pole sign. At its meeting on March 18, 2013, the Planning & Zoning Commission called a public hearing and directed staff to consider amendments to the sign ordinance as it pertains to retaining wall signs.

**ISSUES:**

There are several issues that staff has identified that need to be addressed in order to create regulations pertaining to retaining wall signs.

## **Sign Types**

Retaining wall signs are not attached to a building; therefore, staff believes it is appropriate to classify them as freestanding signs, similar to monument signs. There are two types of existing freestanding signs that staff recommends allowing as retaining wall signs. The first is general business signs, which the ordinance defines as any sign used to identify a business, profession, service, product or activity conducted, sold or offered on the premises where such sign is located. The second type is identification signs, which is defined as a sign used to identify shopping centers, industrial sites, retail districts and commercial sites. These two sign types are typically used by commercial properties to advertise their individual business or overall development name. Staff believes these sign types are appropriate on retaining walls.

## **Setbacks**

The Zoning Ordinance requires that general business and identification signs have a minimum setback of eight feet from the front property line and a minimum of 30 feet from adjoining private property lines. Retaining walls may be located anywhere on a property as determined by the specific engineering needs of the property. A retaining wall may be located on or in close proximity to a property line, thus encroaching into the setbacks that are currently applied to general business and identification signs.

Most properties are able to comply with the required setbacks for general business and identification signs by adjusting the placement of the monument and pole signs. However, a retaining wall is in a fixed location which is not subject to change. Due to the inflexible location of a retaining wall, staff believes it is appropriate to exempt retaining wall signs from existing sign setback requirements as it pertains to the front property line only. This allows for retaining wall signs to be placed at the front property line and provide visibility. Staff believes that a minimum 30-foot setback from adjoining private property lines should be applied for retaining wall signs similar to other general business and identification signs. If this setback were reduced, businesses with a retaining wall could potentially have an additional sign when compared to businesses that do not have a retaining wall. The 30-foot setback allows for consistent sign regulation.

## **Height**

The height and length of a retaining wall can be varied based upon the engineering needs of the subject property. Therefore, staff recommends regulating the height of the sign copy area due to the varied retaining wall dimensions. Currently, the maximum height for general business or identification monument signs is limited to ten feet. Height is measured to the tallest point of the sign. Staff recommends limiting the maximum height of the copy area of a retaining wall sign to eight feet. While this sign height is less than what is presently allowed for monument signs, staff believes this sign height limitation is appropriate due to the fact that a retaining wall may be located at the front property line; therefore, a taller sign height may not be appropriate so close to the adjacent street.

The overlay districts for State Highway 190 and State Highway 121 have specific allowances for the height of freestanding signs which exceed the standard requirements for signs not located within overlay districts. Allowed heights within the overlay districts range from six feet to 12 feet. Staff recommends that retaining wall signs within overlay districts comply with the same retaining wall sign regulations proposed for properties located elsewhere in the city.

### **Size**

The size of general business signs is limited to 90 square feet for monument signs, and 60 square feet for pole signs. Identification signs are limited to 150 square feet for monument signs, and 100 square feet for pole signs. Within the overlay districts, the monument sign size ranges from 50 square feet to 125 square feet. The size of a monument sign does not pertain to the square footage of copy area, but rather the size of the sign itself.

Staff recommends restricting the maximum size of retaining wall sign copy area to 70 square feet for all retaining wall signs regardless of where it is located within the city. This size is comparable to the sizes of monument and pole signs as well as with monument signs located in the overlay districts, and takes into account the possibility of the retaining wall being located closer to or at the street right-of-way line.

### **Illumination and Construction Materials**

The ordinance allows general business and identification signs to be illuminated by internal or external illumination. The type of illumination can be varied based upon the type of sign construction and its proximity to residential zoning districts. Staff recommends limiting retaining wall signs to external illumination only. Staff is also concerned that some materials may not be aesthetically appropriate for a retaining wall; therefore, staff recommends prohibiting the use of plastic materials. Plastic signs are more suitable for locations other than retaining walls. External illumination and the exclusion of plastic materials is recommended to protect the integrity of the retaining wall and encourage more aesthetically appropriate retaining wall sign materials.

### **Number and Spacing of Signs**

Currently, the ordinance limits individual tenants to one freestanding sign per street front, including properties located in the city's overlay districts. Staff believes retaining wall signs should also be subject to this limitation. Additionally, general business and identification monument and pole signs must be a minimum of 60 feet from any other freestanding sign, except directional signs. Staff believes that this spacing requirement should be applied to retaining wall signs as well. If a property owner decides to use a retaining wall for signage purposes, then it should be treated similar to other general business and identification freestanding signs, and be required to respect the spacing requirements as such.

In the overlay districts, multi-tenant commercial developments may have one sign per street front or one sign per 225 feet of street frontage or portion thereof. If a site has a large amount of street frontage, it would be possible for that site to have multiple

general business signs. Staff recommends this allowance be extended to retaining wall signs as well so that if the site exceeds the 225 feet of street frontage, the subject property can have more than one general business sign on a retaining wall.

### **Projection**

The Zoning Ordinance restricts wall signs from projecting more than 30 inches from the wall surface. Staff believes it is appropriate to restrict the projection of retaining wall signs so that the sign does not extend too far from the face of the wall, and also so that the sign does not extend into right-of-way or across a property line.

Staff believes that a projection of 12 inches is an appropriate allowance for a retaining wall sign. A retaining wall can vary in thickness depending upon the needs of the subject property. Therefore, staff is concerned that a 30-inch sign projection would be out of proportion to the scale and size of a retaining wall. A 30-inch projection on a building is appropriate, because the sign projection would be more proportional to the building mass and the building is able to absorb the additional sign thickness.

### **Percentage of Signage on a Retaining Wall**

At the July 15 meeting, the Commission directed staff to also consider regulations which would limit the size of a retaining wall sign to a percentage of the retaining wall area. Using a percentage calculation to limit the size of signs is the method used for wall signs on a building. The ordinance limits the size of wall signs to two times the linear width and 75% of coverage of each elevation. Unlike the wall of a building, the height of a retaining wall can vary from a few inches to several feet on the same property. This variability makes it difficult to calculate a percentage of allowed signage which would apply to a retaining wall. Furthermore, staff believes the proposed regulations which would limit the copy area and spacing of signs as provided for in the recommendation section below are sufficient to address allowable sizes of retaining wall signs.

As an example, per the Subdivision Ordinance, the minimum lot frontage for a non-corner lot on a Type C thoroughfare is 150 feet. If a property has a four foot tall retaining wall that is 100 feet in length, a 50% limitation on the signage on the retaining wall would limit the total allowed area of signage to 200 square feet. As noted previously, the proposed spacing requirement on a lot not located within an overlay district is 60 feet between signs. With a wall 100 feet in length, that would allow space for a maximum of two signs. With the proposed limitation of 70 square feet of copy area per sign, the total allowable amount of signage would be 140 square feet, well below the 200 square feet maximum in the percentage example explained above. For these reasons, staff recommends not using a percentage to determine the sign area on a retaining wall.

### **RECOMMENDATION:**

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

**Amend Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), such portion of subsection to read as follows:**

Sign - Retaining Wall: Any onsite sign attached to a retaining wall.

**Amend Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), such portion of subsection to read as follows:**

## **2. Freestanding Signs**

### **a. Agricultural Signs**

Agricultural signs, limited to advertising produce, crops, or animals on a farm, may be erected in any Agricultural zoning district and shall not exceed 50 square feet. Maximum height of an agricultural sign shall be 15 feet with a required setback of 30 feet from the front and side property lines. Spacing between signs shall be a minimum of 200 feet.

### **b. Apartment Signs**

Apartment signs may be erected in any residential zoning district and shall not exceed 25 square feet. Maximum height of an apartment sign shall be ten feet for a monument sign and 12 feet for a pole sign with a required setback of 15 feet from the front property line. Apartment signs are limited to one per street front.

### **c. General Business Signs**

- i. General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.
- ii. Single tenant properties shall be limited to one freestanding sign per street front.
- iii. General business signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Internally-illuminated general business signs must be constructed of noncombustible material or approved plastics.

- iv. General business signs may be retaining wall signs in accordance with Subsection 3.1603 (2) (m) below.

#### **d. Identification Signs**

- i. An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
- ii. Identification signs shall be limited to one sign per street front per development.
- iii. Identification signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Such signs, when internally illuminated, must be constructed of noncombustible materials or approved plastics.
- iv. Identification signs may be retaining wall signs in accordance with Subsection 3.1603 (2)(m) below.

#### **e. Institution Signs**

Institution signs erected in residential zoning districts shall not exceed 32 square feet with a maximum height of ten feet. Institution signs erected in nonresidential zoning districts shall comply with the requirements of a general business sign. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front.

#### **f. Multipurpose Signs**

- i. The total area of multipurpose pole signs shall not exceed 150 square feet. In the case of multipurpose monument signs, the maximum overall area shall be 225 square feet; however, the copy area shall be limited to 150 square feet leaving a base area of 75 square feet.
- ii. The identification portion of multipurpose signs shall not exceed 50 square feet. Any combination of directory and reader board shall not exceed 100 square feet.
- iii. Multipurpose signs may be erected in nonresidential zoning districts.

- iv. Maximum height shall be ten feet for multipurpose monument signs and 20 feet for multipurpose pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted.
- v. Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.
- vi. Multipurpose signs shall be constructed of materials not subject to deterioration when exposed to the weather and when internally illuminated must be constructed of noncombustible materials or approved plastics.

#### **g. Municipally-owned Signs**

Municipally-owned signs may be erected in any zoning district and if exceeding 100 square feet shall be reviewed by the Board of Adjustment for specific approval. Municipally-owned signs shall not be placed in any sight visibility triangle and shall be located at least 25 feet from any privately-owned parcel of land. Maximum height of monument styled municipally-owned signs shall not exceed ten feet and pole signs shall not exceed 20 feet in overall height.

#### **h. Subdivision Entry Signs**

Subdivision entry signs may be erected in residential zoning districts and shall not exceed 30 square feet with a maximum height of two feet six inches. Required setback shall be three feet from the front property line, and signs are limited to two per subdivision entryway. Freestanding subdivision entry signs shall only be allowed in the absence of subdivision wall signs or plaques. The homeowners association or developer shall enter into a maintenance agreement with the City of Plano Planning Department.

#### **i. Onsite Directional Signs**

- i. Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- ii. Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- iii. Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

## **j. Menu Board Signs**

Menu board signs may be erected in nonresidential zoning districts and shall not exceed 40 square feet with a maximum height of six feet. Required setback shall be a minimum of eight feet from any property line and shall be a minimum of ten feet from any other menu board sign.

## **k. Unified-lot Signs**

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with restrictions for freestanding signs in Subsection 3.1603.
- ii. Unified-lot sign may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

## **l. Directory Signs**

- i. Directory signs shall not exceed 40 square feet.
- ii. Directory signs shall not exceed 15 feet in height, measured from grade.
- iii. For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- iv. All accessibility and visibility requirements must be met for public sidewalks and streets.
- v. Directory signs shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
- vi. Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.
- vii. Any directory sign shall be located within the established build line for that property.
- viii. Directory signs shall be used only to provide way finding information to tenants within a property.

### **m. Retaining Wall Signs**

- i. Retaining wall sign copy area shall not exceed 70 square feet.
- ii. Retaining wall sign copy area shall not exceed eight feet in height.
- iii. Retaining wall signs shall be exempt from any setback from the front property line (or any property line adjacent to a street). A setback of 30 feet shall be required from any adjoining private property lines and a minimum of 60 feet from any other freestanding sign.
- iv. Retaining wall signs shall not project more than 12 inches from the wall surface, and shall not project into public right-of-way or across a property line.
- v. The sign copy shall not extend beyond the edges of the retaining wall.
- vi. Retaining wall signs shall be constructed of materials that are not subject to deterioration when exposed to the weather and must be constructed of noncombustible materials. Plastic construction materials shall not be permitted.
- vii. Retaining wall signs shall be lit by external illumination only.
- viii. Retaining wall signs shall not be reader board/electronic message center type.

### **3. Requirements for Freestanding Signs Located within an Overlay District**

- a. All freestanding signs in an overlay district as set out by the City of Plano Zoning Ordinance shall be monument-type or retaining wall signs. (Reference Article 4 for allowed size, height, and border requirements for monument signs.)
- b. Single tenant properties shall be limited to one freestanding sign per street front.
- c. Multi-tenant commercial developments shall be limited to the following:
  - i. Multipurpose Signs  
One sign per street front per development.
  - ii. General Business Signs  
One sign per street front of the development or one per 225 feet of street frontage or portion thereof.
  - iii. Directory Signs

- d. No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

**Amend Subsection 4.505 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.505** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows for monument signs:

**Amend Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.605** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.705** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For freestanding monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.805** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For ~~freestanding~~ monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Amend Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), such portion of subsection to read as follows:**

**4.904** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. The following standards shall apply to monument signs:

## Zoning Case 2013-12

**An Ordinance of the City of Plano, Texas, amending Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to allow retaining wall signs; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability 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 26th day of August, 2013, for the purpose of considering a change in the Zoning Ordinance; 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 26th day of August, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that such change 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.** Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow retaining wall signs, such portion of subsection to read as follows:

Subsection 3.1602 Definitions

Sign - Retaining Wall: Any onsite sign attached to a retaining wall.

**Section II.** Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the

Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of subsection to read as follows:

Subsection 3.1603 Design and Construction Specifications

**2. Freestanding Signs**

**a. Agricultural Signs**

Agricultural signs, limited to advertising produce, crops, or animals on a farm, may be erected in any Agricultural zoning district and shall not exceed 50 square feet. Maximum height of an agricultural sign shall be 15 feet with a required setback of 30 feet from the front and side property lines. Spacing between signs shall be a minimum of 200 feet.

**b. Apartment Signs**

Apartment signs may be erected in any residential zoning district and shall not exceed 25 square feet. Maximum height of an apartment sign shall be ten feet for a monument sign and 12 feet for a pole sign with a required setback of 15 feet from the front property line. Apartment signs are limited to one per street front.

**c. General Business Signs**

- i. General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.
- ii. Single tenant properties shall be limited to one freestanding sign per street front.
- iii. General business signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Internally-illuminated general business signs must be constructed of noncombustible material or approved plastics.

- iv. General business signs may be retaining wall signs in accordance with Subsection 3.1603 (2) (m) below.

**d. Identification Signs**

- i. An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
- ii. Identification signs shall be limited to one sign per street front per development.
- iii. Identification signs shall be constructed of materials that are not subject to deterioration when exposed to the weather. Such signs, when internally illuminated, must be constructed of noncombustible materials or approved plastics.
- iv. Identification signs may be retaining wall signs in accordance with Subsection 3.1603 (2)(m) below.

**e. Institution Signs**

Institution signs erected in residential zoning districts shall not exceed 32 square feet with a maximum height of ten feet. Institution signs erected in nonresidential zoning districts shall comply with the requirements of a general business sign. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from any adjoining property line. Institution signs are limited to one per street front.

**f. Multipurpose Signs**

- i. The total area of multipurpose pole signs shall not exceed 150 square feet. In the case of multipurpose monument signs, the maximum overall area shall be 225 square feet; however, the copy area shall be limited to 150 square feet leaving a base area of 75 square feet.
- ii. The identification portion of multipurpose signs shall not exceed 50 square feet. Any combination of directory and reader board shall not exceed 100 square feet.

- iii. Multipurpose signs may be erected in nonresidential zoning districts.
- iv. Maximum height shall be ten feet for multipurpose monument signs and 20 feet for multipurpose pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted.
- v. Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.
- vi. Multipurpose signs shall be constructed of materials not subject to deterioration when exposed to the weather and when internally illuminated must be constructed of noncombustible materials or approved plastics.

**g. Municipally-owned Signs**

Municipally-owned signs may be erected in any zoning district and if exceeding 100 square feet shall be reviewed by the Board of Adjustment for specific approval. Municipally-owned signs shall not be placed in any sight visibility triangle and shall be located at least 25 feet from any privately-owned parcel of land. Maximum height of monument styled municipally-owned signs shall not exceed ten feet and pole signs shall not exceed 20 feet in overall height.

**h. Subdivision Entry Signs**

Subdivision entry signs may be erected in residential zoning districts and shall not exceed 30 square feet with a maximum height of two feet six inches. Required setback shall be three feet from the front property line, and signs are limited to two per subdivision entryway. Freestanding subdivision entry signs shall only be allowed in the absence of subdivision wall signs or plaques. The homeowners association or developer shall enter into a maintenance agreement with the City of Plano Planning Department.

**i. Onsite Directional Signs**

- i. Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- ii. Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.

- iii. Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

**j. Menu Board Signs**

Menu board signs may be erected in nonresidential zoning districts and shall not exceed 40 square feet with a maximum height of six feet. Required setback shall be a minimum of eight feet from any property line and shall be a minimum of ten feet from any other menu board sign.

**k. Unified-lot Signs**

- i. Unified-lot signs may be erected in nonresidential zoning districts and shall comply with restrictions for freestanding signs in Subsection 3.1603.
- ii. Unified-lot sign may be placed on a premise consisting of two or more contiguous lots where each lot owner has entered into a binding agreement to treat their separate lots as one lot for the limited purpose of signage. The agreement shall contain a legal description of the properties subject to the agreement; the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Collin or Denton County, Texas; and that the agreement cannot be amended or terminated without the consent of the Building Official. A unified-lot sign agreement shall not be effective until a true and correct copy of the approved agreement is filed in the Deed Records of the applicable county and a file-marked copy is filed with the Building Official.

**l. Directory Signs**

- i. Directory signs shall not exceed 40 square feet.
- ii. Directory signs shall not exceed 15 feet in height, measured from grade.
- iii. For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
- iv. All accessibility and visibility requirements must be met for public sidewalks and streets.
- v. Directory signs shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
- vi. Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.

- vii. Any directory sign shall be located within the established build line for that property.
- viii. Directory signs shall be used only to provide way finding information to tenants within a property.

#### **m. Retaining Wall Signs**

- i. Retaining wall sign copy area shall not exceed 70 square feet.
- ii. Retaining wall sign copy area shall not exceed eight feet in height.
- iii. Retaining wall signs shall be exempt from any setback from the front property line (or any property line adjacent to a street). A setback of 30 feet shall be required from any adjoining private property lines and a minimum of 60 feet from any other freestanding sign.
- iv. Retaining wall signs shall not project more than 12 inches from the wall surface, and shall not project into public right-of-way or across a property line.
- v. The sign copy shall not extend beyond the edges of the retaining wall.
- vi. Retaining wall signs shall be constructed of materials that are not subject to deterioration when exposed to the weather and must be constructed of noncombustible materials. Plastic construction materials shall not be permitted.
- vii. Retaining wall signs shall be lit by external illumination only.
- viii. Retaining wall signs shall not be reader board/electronic message center type.

### **3. Requirements for Freestanding Signs Located within an Overlay District**

- a. All freestanding signs in an overlay district as set out by the City of Plano Zoning Ordinance shall be monument-type or retaining wall signs. (Reference Article 4 for allowed size, height, and border requirements for monument signs.)
- b. Single tenant properties shall be limited to one freestanding sign per street front.
- c. Multi-tenant commercial developments shall be limited to the following:

i. Multipurpose Signs

One sign per street front per development.

ii. General Business Signs

One sign per street front of the development or one per 225 feet of street frontage or portion thereof.

iii. Directory Signs

d. No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

**Section III.** Subsection 4.505 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations), of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is here by further amended, such portion of subsection to read as follows:

**4.505** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows for monument signs:

**Section IV.** Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations), of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is here by further amended, such portion of subsection to read as follows:

**4.605** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Section V.** Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations), of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is here by further amended, such portion of subsection to read as follows:

**4.705** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Section VI.** Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations), of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is here by further amended, such portion of subsection to read as follows:

**4.805** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply to monument signs:

For monument signs located within 150 feet of residential zoning districts, the following standards shall apply:

**Section VII.** Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is here by further amended, such portion of subsection to read as follows:

**4.904** All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type except where permitted as a retaining wall sign in Subsection 3.1603. The following standards shall apply to monument signs:

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

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

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

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

**PASSED AND APPROVED THIS THE 26TH DAY OF AUGUST, 2013.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	8/26/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

### CAPTION

To approve a License Agreement with Live Nation Worldwide Inc., for the promotion and production of a music festival at Oak Point Park and Nature Preserve and authorizing the City Manager or his designee to execute all necessary documents.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	500,000	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-500,000	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**FUND(S):**    **GENERAL**

**COMMENTS:** Funding in the amount of \$500,000 is included in the FY 2013-14 City Manager's Recommended Budget for this event. Funding is contingent on City Council approval of the FY 2013-14 City Manager's Recommended Budget. In addition to the \$500,000 payment to Live Nation Worldwide Inc., the City will provide in-kind services with a value not to exceed \$125,000 annually through FY 2017-18.

**STRATEGIC PLAN GOAL:** Providing funding to Live Nation Worldwide Inc. relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.

### SUMMARY OF ITEM

This License Agreement with Live Nation Worldwide Inc., will result in the production of a multi-day, multi-act music festival at Oak Point Park and Nature Preserve. The festival will serve the citizens, stimulate the economy, provide entertainment to the public and promote the City of Plano as a destination.

The City will provide Live Nation with a one time payment of \$500,000 to secure quality headline act(s) for the initial year to be held in May 2014. Organizers expect festival attendance to be around 20,000 for the first year with the expectation that the event will grow to 50,000-70,000 over time. A neighborhood engagement plan will be enacted to minimize impact on the surrounding residents and receive their input on the event as it is being planned.

The City will provide in-kind services with a value not to exceed \$125,000 annually. These may include the following services: police, security, traffic control, fire and rescue services, emergency services, personnel, parks maintenance and support, and rental fees for Plano Centre.



# CITY OF PLANO COUNCIL AGENDA ITEM

Live Nation will be responsible for all expenses, except those mentioned above. This includes, but is not limited to: all artists fees, promotions, ticketing, event infrastructure set up and tear down, event staffing, food and beverage costs, etc. Live Nation will retain 100% of all revenues.

Live Nation will be required to obtain a special event permit as outlined in the City of Plano's Code of Ordinances. The permit process will ensure that proper planning and safety measures have been addressed.

List of Supporting Documents:

Location Map

License Agreement

Other Departments, Boards, Commissions or Agencies

# **Community Engagement Plan**

## **May 2014 Music Festival at Oak Point Park**

City's Role: Working cooperatively with Live Nation, the City will take the lead in notifying and engaging the community about the festival and in receiving /processing citizen complaints. The City will coordinate a post-event evaluation sessions with key stakeholders, including Live Nation, to improve the festival experience year to year.

### **Engagement Outline:**

City will host two (2) "Come and Go" meetings at Oak Point Park pavilion with invitations mailed to all residents living within the following neighborhoods (dates TBD):

- Oak Point
- Stony Hollow
- Ranch Estates
- Timber Brook
- Timber Brook West
- Trails of Glenwood
- Royal Oak
- Hills of Spring Creek
- Windmill Country
- Wind Meadow

### **Come-and-Go meeting objectives:**

1. Discuss goals of the festivals.
2. Provide an opportunity for residents to see the festival footprint map and absorb the reality of the festival
3. Answer residents' questions about pending timeline, improvements and potential reactions to crowds, increased traffic, atypical noise levels, and any other festival-generated experiences that are outside the usual environment surrounding these neighborhoods.
4. Generate a list of residents' comments and develop an appropriate mitigation plan

### **Host one (1) "Presentation" (date and location TBD):**

This presentation meeting will summarize the comments received from residents during the Come-and-Go meetings and outline steps to sensibly address those concerns moving forward. All residents living within the neighborhoods listed above will receive an invitation by mail.

Staff will be available and accepting of invitations to attend annual HOA meetings to provide information about the event and respond to comments and questions.

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

This Agreement is made and entered into by and between the CITY OF PLANO TEXAS, a home-rule municipal corporation of the State of Texas, (hereinafter called "CITY") and LIVE NATION WORLDWIDE INC., a Delaware corporation, (hereinafter called "LIVE NATION");

**WHEREAS**, the CITY is the owner of Oak Point Park and Nature Preserve ("Park"), shown on Exhibit "A" incorporated herein by reference as if set forth in full, and Plano Centre, located at 2000 E. Spring Creek Parkway, Plano Texas 75074 ("Plano Centre"); and

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

**WHEREAS**, CITY has determined that it is in the public interest to enter into this Agreement with LIVE NATION to promote and produce a multi-day musical festival at the Park with quality programming from a cross-section of musical genres and artistic performers ( the "Agreement"); and

**WHEREAS**, LIVE NATION shall enter into a separate license agreement for use of the Plano Centre for the ancillary activities associated with promoting and producing a multi-day musical festival.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and Agreements contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

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

1.01. Permitted Use. Subject to the terms and conditions herein and a special event permit obtained by LIVE NATION as required by Section 15-5 of the CITY'S Code of Ordinances and Section 4.01 herein ("Special Event Permit"), the CITY grants to LIVE NATION a license to use the Park to promote and produce at least one (1) multi-day, multi-act musical festival which shall be conducted for a minimum of two consecutive days per calendar year (the "Festival") for the term of this Agreement, together with customary ancillary uses in connection therewith, including, without limitation, the set up and removal of equipment and temporary improvements such as stages, dressing areas, concession facilities, portable restrooms, kiosks for merchandise, medical, security and box office, lighting and sound rigging), "load-in" and "load-out" activities, providing on-site concessions (including service and consumption of alcohol beverages), catering, merchandise sales and promotion, sponsorships (including, without limitation, the sale of event, stage and festival area naming rights), parking, VIP areas, interactive displays, games, rides and amusements, temporary medical and security facilities and services, broadcasting, recording, and ticketing/box office activities. Use of the Park by LIVE NATION shall be limited to the Festival, and the CITY shall not permit the Park or any part thereof to be used or occupied for any unrelated purpose. CITY offices at the Park are excluded from use by LIVE NATION for the Festival. The CITY shall grant to LIVE NATION a license to use the Plano Centre by a separate, mutually agreed upon license agreement for ancillary activities of the Festival.

1.02. Festival Dates. LIVE NATION shall conduct the Festival annually during the Term of this Agreement on a weekend in the month of May on dates to be determined by mutual agreement of the parties upon LIVE NATION submitting an application for a Special Event Permit with the CITY pursuant to Section 4.01 herein. LIVE NATION agrees that the Festival shall not be scheduled on the third weekend in May unless otherwise agreed by LIVE NATION and CITY.

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

1.04. Exclusivity. The CITY agrees that it will not allow any third party to book, promote or produce any multi-day, multi-act, music festival at the Park during the term of this Agreement. LIVE NATION agrees that it will not book, promote or produce any multi-day, multi-act music festival within a seventy-five (75) mile radius of the Park during the term of this Agreement without the written consent of CITY, provided, however, that LIVE NATION shall not be restricted in any manner from booking, promoting or producing (a) any events of any type at venues within such radius for which LIVE NATION or its affiliates has an ownership, lease, operating, booking, or equity interest<sup>1</sup>, including, without limitation, the venues currently known as the Gexa Energy Pavilion, the House of Blues Dallas and the Southside Ballroom; and (b)

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<sup>1</sup> As reported by LIVE NATION'S publicly traded parent company, Live Nation Entertainment, Inc. ("LNE"), in its Form 10-K. In the event that during the Term of this Agreement, LNE ceases reporting such venues such that they can be identified for purposes of this Section 1.04, the parties will negotiate in good faith as to an alternate means of identifying such venues. To that end, the parties acknowledge and agree that this Section 1.04 is not intended to restrict LIVE NATION'S (or its affiliates') day-to-day concert business or the operation of its venues.

packaged, multi-act tours (whether one-day or multi-day) such as, but not limited, to, Warped Tour, Mayhem and Uproar. Nothing in this Agreement shall prohibit the CITY from booking and promoting entertainment for CITY sponsored events during the term of this Agreement, excluding any multi-day music festival without the written consent of LIVE NATION.

## **Article II Payment**

2.01. One-Time Contribution by City. CITY shall make a one-time contribution of Five Hundred Thousand Dollars (\$500,000) for the 2014 Festival toward the procurement of a headlining performance artist(s) to be pre-approved by the CITY pursuant to Section 3.03 herein. Such amount shall be payable to LIVE NATION no later than thirty (30) days after LIVE NATION produces the Festival subject to the terms of this Agreement in the year 2014. CITY shall not make a payment to LIVE NATION in any renewal years for the Festival.

2.02. In-kind Services. During the initial term of this Agreement, and for any option exercised after the initial term but not to exceed the 5<sup>th</sup> year from the effective date of this Agreement, pursuant to Section 1.03 herein, CITY shall provide in-kind services for each Festival in an amount not to exceed One Hundred Twenty-five Thousand Dollars (\$125,000) annually. Such services shall be mutually agreed upon in writing in advance of each Festival pursuant to the Special Event Permit as required by Section 4.01 herein and may include the following: police, security, traffic control, fire and rescue services, emergency services, personnel, parks maintenance and support, and rental fees for Plano Centre. In-kind services contributed by the CITY shall cease after five (5) years from the effective date of this Agreement unless otherwise mutually agreed in writing by the parties.

**Article III**  
**Independent Contractor**

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

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

3.03. City Approval of Artists. LIVE NATION shall notify the CITY as to all entertainment artists with whom LIVE NATION is engaged in material negotiations to perform as a headliner at the Festival. CITY, through the CITY Parks and Recreation Director or her designee (the "Director"), and LIVE NATION shall mutually agree on the headliners to perform at the Festival. LIVE NATION shall use commercially reasonable efforts to begin notifying the CITY through the Director of its proposed headlining artists by October 1 of the year preceding

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

**Article IV**  
**Live Nation Obligations/Rights**

4.01. Special Event Permit. Pursuant to Section 15-5 of the CITY'S Code of Ordinances, LIVE NATION shall obtain a Special Event Permit from the CITY. LIVE NATION shall submit an application for a Special Event Permit on or before one hundred and eighty (180) days prior to each Festival and obtain a Special Event Permit on or before thirty (30) days prior to each Festival. LIVE NATION shall address the details of the ancillary activities necessary for the Festival pursuant to the Special Events process including, but not limited to, neighborhood notification(s), an emergency response plan, traffic control, transportation, parking (including off-site, parking at non-city owned locations), set up and removal of equipment, medical services, security, temporary improvements such as stages, dressing areas, concession facilities, portable restrooms, kiosks for merchandise, box office, lighting, games, rides, and amusements. Failure to apply for a Special Event Permit on or before one hundred and eighty (180) days prior to a Festival and/or failure to obtain a Special Event Permit on or before thirty (30) days prior to a Festival shall be a breach of this Agreement, subject to the cure provisions, and if not cured subject to termination, as set forth in Section 8.01(c) herein. Notwithstanding the foregoing, CITY agrees to provide reasonable assistance in obtaining any such permit or license when requested by LIVE NATION. CITY's Special Events Supervisor

(presently Karen Williams) will be designated as the CITY representative to provide assistance to LIVE NATION on all such permitting, licensing or other CITY issues.

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

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

4.04. "Tear-Down" and Clean-Up. LIVE NATION shall be responsible for clean-up at the Park property upon completion of the Festival. Clean-up shall include, but not be limited to, removal of all debris, equipment, staging, tables, chairs and any other Festival or Festival-related equipment. In all cases, trash/litter clean-up shall be completed within twenty four (24) hours

after the completion of the Festival; equipment, staging, tables, chairs and any other Festival or Festival-related equipment shall be completed within ninety-six (96) hours of the Festival unless otherwise agreed in writing by the parties. If the clean-up is not completed within the allotted time the CITY shall request in writing that LIVE NATION complete the clean-up. If LIVE NATION fails to then undertake the clean-up within twenty-four (24) hours of CITY's request, the CITY shall perform the clean-up and shall bill the actual cost of clean-up to LIVE NATION. Said costs shall be paid by LIVE NATION within thirty (30) days of receipt of invoice from the CITY.

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

existing conditions or damage caused solely by the CITY, its employees, agents, contractors or subcontractors or any property damages not identified within seven (7) days of the Festival or prior to set-up for the next event at the Park has begun, whichever is earlier. As between LIVE NATION and CITY, LIVE NATION hereby assumes full responsibility for the acts and conduct of all persons admitted to the Park by LIVE NATION, or to any portion of the Park with the consent of LIVE NATION'S agents or employees or any person acting for or on behalf of LIVE NATION, excluding any person, contractor, sub-contractor, employee or agent of the CITY performing any services in or around the Park solely at the CITY's direction including those whose function may be related to the Festival.

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

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

4.08. Risk Management. Each party shall report safety deficiencies or any defects it notices on the premises promptly to the other party in connection with the Festival and shall use reasonable efforts to cooperate with the other party in the investigation of accidents occurring on the Park premises in connection with the Festival.

4.09. Ticketing. LIVE NATION shall have the exclusive right to coordinate, conduct and manage all ticket sales, reporting, accounting and inventory for the Festival(s) with the ticketing service provider(s) of its choice. Owner shall not enter into any Agreement with any third party ticketing service provider during the term of the Agreement that will interfere with LIVE NATION'S rights herein. LIVE NATION shall maintain ownership of its ticket buyer database with respect to the Festival(s).

4.10. Festival-related Revenues and Expenses. As between CITY and LIVE NATION, LIVE NATION shall retain one hundred percent (100%) of all revenues generated in connection with the Festival(s), including, without limitation, ticket sales, VIP revenues, vendor fees, parking revenues, ticket commissions and rebates, advertising commissions, sponsorship revenues, merchandise revenues, broadcasting or recording revenues and concessions revenues. As between CITY and LIVE NATION, LIVE NATION shall be solely responsible for the payment of all Festival-related expenses, except as otherwise provided in Section 2.02 above.

4.11. Sound Limits. LIVE NATION agrees not to exceed a maximum sound limit of 103 dB, A-weighted, measured at the mix position of the main stage.

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

5.01. Site Preparation. Prior to each Festival, CITY shall make the Park ready for load-in of equipment, a crowd capacity of at least twenty thousand (20,000) persons and shall have completed the following:

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

5.02. City's Right to Enter and Inspect. CITY and its authorized agents and employees shall have the right to enter the Park at any and all times for the purpose of inspection and observation of LIVE NATION's operation to assure compliance with this Agreement, any CITY issued permits, and the law.

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

## **Article VI Promotional Materials**

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

6.02. Intellectual Property. CITY and LIVE NATION acknowledge certain names, trademarks, service marks, copyrights and other intellectual property ("Mark(s)") are the sole and exclusive property of each of the parties. CITY expressly acknowledges and agrees that the to-be-determined name of the Festival, in graphic or textual form, whether registered or not, shall be owned by LIVE NATION and deemed a LIVE NATION Mark. LIVE NATION hereby grants to CITY a limited, non-exclusive, non-transferable, non-assignable, U.S. royalty-free license to use LIVE NATION'S Marks as provided by Live Nation solely for purposes of any pre-

approved marketing and promotional activities conducted by CITY, if any. All uses of the Marks by CITY in connection with its obligations hereunder shall bear appropriate trademark notices as prescribed by LIVE NATION. CITY hereby authorizes LIVE NATION to use the CITY'S Marks in conjunction with the Festival solely as authorized by Section 2-1 of the CITY's Code of Ordinances. Both parties agree that it will not use, register or attempt to register in any jurisdiction or other otherwise appropriate or adopt the Marks or any name, mark or logo that is confusingly similar to the Marks of the other party. Except to the extent required to perform the obligations set forth in this Agreement, the parties shall not have the right to use in any way or reproduce for any purpose the Marks of the other party without their respective prior written consent. Upon termination of this Agreement both parties shall cease such use of each other's Marks.

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

exhibit, televise, webcast or otherwise mechanically reproduce the live performance footage, except for limited footage permissible under this section for news, press or publicity purposes. LIVE NATION shall not broadcast or disseminate any Media Property regarding the Festival or the CITY containing obscene or illegal acts.

## **Article VII Insurance/Indemnification**

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

7.02. **RELEASE AND INDEMNIFICATION.**

**LIVE NATION AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LIVE NATION'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF LIVE NATION, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND**

**THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH LIVE NATION IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

**RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND LIVE NATION SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

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

**Article VIII  
Termination**

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

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

(b) If LIVE NATION elects to terminate this Agreement by written notice to the CITY no later than January 1<sup>st</sup> of the second year of any two year term, provided, however, that this termination right shall not be exercisable for the 2014 Festival;

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

**Article IX  
Notices**

9.01. Notices. Any notices required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified

mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the CITY:

City of Plano, Texas  
Attention: Parks and Recreation Director  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

If intended for LIVE NATION:

Live Nation  
Legal Department – North America Concerts  
9348 Civic Center Drive  
Beverly Hills, California 90210  
Attn: Jennifer Rawlings, Esq.

With a courtesy copy to:

Live Nation  
Legal Department – North American Festivals  
5022 Bienville Street  
New Orleans, Louisiana 70119  
Attn: J. Don Kelly Jr., Esq.

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

## **Article X Miscellaneous**

10.01. No Transfer, Assignment or Subletting. LIVE NATION shall not sublet the subject premises or any part thereof or allow the same to be used or occupied by any person or

for any other use than that herein specified, nor assign said Agreement nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the written consent of CITY. Neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceeding in any Court, or by attachment, execution, proceedings, insolvency, or bankruptcy either voluntary or involuntary or receivership proceedings.

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

10.03. Notice of Bankruptcy. In the event LIVE NATION files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the CITY within thirty (30) business days of such event.

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

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

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

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

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

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

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

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

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

[Signature page to follow]

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

LIVE NATION WORLDWIDE INC., a  
Delaware corporation

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

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

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

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §

§

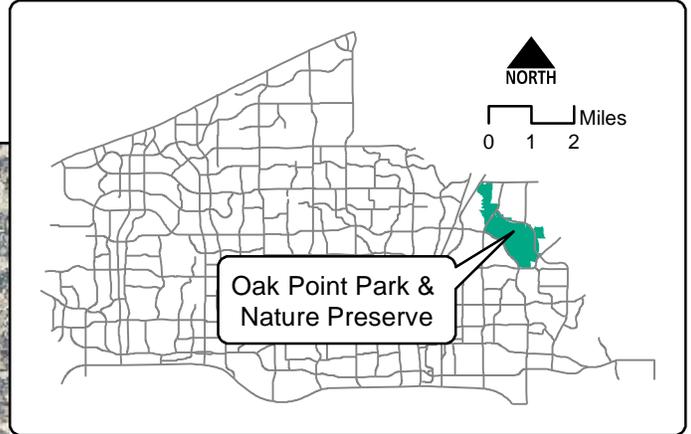
COUNTY OF COLLIN    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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



EXHIBIT "A"



## Exhibit "B"

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

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

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions provided that such additional types and limits must be reviewed and approved by LIVE NATION in writing as an amendment to the Agreement no later than sixty days prior to each Festival.

### **Commercial General Liability Insurance**

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy as respects the liability assumed herein by LIVE NATION.

\$2,000,000 Limit per Occurrence/\$4,000,000 Aggregate  
\$2,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations. Such limits may be satisfied by a combination of commercial general liability and umbrella/excess liability insurance.

### **Commercial Automobile Liability**

LIVE NATION shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 each accident or Combined Single Limit.

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

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

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

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

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

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

\$1,000,000 Limit and Aggregate

### General Requirements Applicable to All Insurance

1. LIVE NATION shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. LIVE NATION agrees that the insurance requirements specified herein do not reduce the liability LIVE NATION has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City to the extent of the liability assumed herein by LIVE NATION.
4. LIVE NATION is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

### Evidence of Insurance Required

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

The COI shall list the City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section