

# CITY COUNCIL

1520 AVENUE K



DATE: 9/9/2013  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Dr. Gene Wilkes, Pastor Emeritus  
Legacy Church, Plano  
PLEDGE OF ALLEGIANCE: Boy Scout Troop 404  
Prince of Peace Catholic Community

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: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 20 through September 22 this year</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 17, 2013            August 19, 2013            August 26, 2013            September 4, 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>            Bid No. 2013-184-P for the Brick Screening Wall Panel Replacement and Wall Repair Requirements Contract (a fixed price requirements contract) with two (2) optional renewals, Project No. 6273 to Tracon Ventures, Ltd., in the amount of \$992,050 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p><b><u>Approval of Contract Modification</u></b>            To approve and authorize Contract Modification No. 3 for the purchase of Professional Engineering Services for the additional design requirements of Preston Road and Plano Parkway Intersection Improvements project in the amount of \$66,992 from Parsons Brinckerhoff, Inc. and to authorize the City Manager to execute all related documents.</p>	
(d)	<p><b><u>Adoption of Resolutions</u></b>            To approve the terms and conditions of an Economic Development Incentive Agreement by and between Camtron, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(e)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between Rent-A-Center Texas, L.P. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(f)	<p>To approve the terms and conditions of an Economic Development Agreement for Public Improvements by and between Rent-A-Center Texas, L.P., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, WR Plano Parkway, LLC and Winzer Corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To amend Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal a school zone speed limit on Winding Hollow Lane and to enact a school zone speed limit for National Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(j)	<p>To amend Section 21-2(f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano regarding the Municipal Drainage Utility System and related charges; providing a severability clause, a repealer clause, a savings 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>Consideration of an Ordinance to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2013, and terminating September 30, 2014; and providing an effective date. (Public Hearing held on August 12, 2013.)</p>	
(2)	<p>Consideration of an Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2013-14; and providing an effective date. (Public Hearing held on August 12, 2013.)</p>	
(3)	<p>Consideration of an Ordinance to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2013, and terminating September 30, 2014, and providing an effective date. (Public Hearings held on August 26, 2013 and September 4, 2013.)</p>	
(4)	<p>Consideration of an Ordinance to ratify the property tax revenue increase in the 2013-14 Budget as a result of the City receiving more revenues from property taxes in the 2013-14 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 26, 2013 and September 4, 2013.)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 136 for tax abatement consisting of a 6.76 acre tract of land located in the Sam Brown Survey, Abstract No. 108, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.	
(6)	Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Rent-A-Center Texas, L.P., a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	
(7)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-14 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 639 so as to allow the additional use of Electrical Substation on 3.1± acres of land located on the west side of Shiloh Road, 1,200± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Oncor Electric Delivery Company</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:		09/09/2013		
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: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 20 through September 22 this year				
<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
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
Budget Worksession  
August 17, 2013**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Patrick Gallagher  
David Downs

**COUNCIL MEMBERS ABSENT**

Jim Duggan

**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 Budget Worksession on Saturday, August 17, 2013 at 8:01 a.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**Request for Public Input on Budget & CIP**

No one appeared to speak.

**Budget Worksession Overview**

Highlights of 2012-13/Outlook for 2013-14

City Manager Glasscock advised that the combined budget of \$446 million focuses on continued restoration of services to maintain the quality citizens expect, enhance/restore public safety programs, and address a backlog of capital projects. He stated that the budget is balanced and has 30 days of operating funds, is consistent with Council policy, and maintains the current tax rate of 48.86 cents per \$100 of assessed property valuation. Mr. Glasscock advised that the budget continues to dedicate two cents of ad valorem taxes toward the Economic Development Incentive Program and includes an additional \$1 million transfer to the fund. He spoke to the recommendation of a 3% non-Civil Service and 2% Civil Service salary increase, hiring twenty-two full-time positions and three part-time positions (20 directly tied to Public Safety), the increase in existing property values and planned Community Investment Program.

## **Council Items and Issues for Discussion**

No items were brought forward.

### **Operating Budget**

Revenues – Ad Valorem Tax Base; Tax Rate - Effective and Rollback Rates: Sales Tax; Water & Sewer Rates – Proposed Rate Increases; and Municipal Drainage Increases – Phased in Commercial Rate.

Director of Budget and Research Rhodes-Whitley provided a history of General Fund Revenues from 2008 through the recommended 2013-14 budget and spoke to gains in sales tax revenues. She spoke regarding assessed property values of \$26.9 billion and advised that 51% of property is residential and 49% commercial. She spoke to the loss of revenues from ad valorem tax exemptions, history of the tax rate and the proposed rate of 48.86 cents per \$100/valuation which exceeds the effective tax rate and requires additional public hearings. Ms. Rhodes-Whitley advised that the proposed rate is well below the rollback rate, spoke to the variety of exemptions for commercial property and sales tax revenue trends. She responded to Council regarding a positive audit adjustment on sales taxes, use of a three-year average when determining projections and business-to-business activity. Ms. Rhodes-Whitley advised regarding the continued steady rate of construction activity and collection of building and development related permits, spoke to the difficulty in determining the impact of the state's "Tax Free Weekend," and advised that more information can be brought back to Council regarding the differing segments of business-to-business activity.

Ms. Rhodes-Whitley spoke regarding communication from the North Texas Municipal Water District (NTMWD) indicating they will increase the water (10.6%) and waste water rates (7.5%) and she spoke to the impact of debt service for a pipe line to Lake Texoma. She advised regarding the recommendation to pass through a water rate increase of 8% and a wastewater increase of 3% effective November 1 and spoke to the loss of \$9.5 million through the district's "take-or-pay" contract with a potential reimbursement from the district of \$2.1 million for unused operation/maintenance costs. Ms. Rhodes-Whitley further spoke to rebuilding the City's Capital Reserve Fund. Director of Policy and Government Relations Israelson responded to the Council regarding projects undertaken by NTMWD and their costs and City Manager Glasscock advised he would inquire regarding items impacting district rates. He advised the Council regarding the requirement for a unanimous decision of member cities to revise the agreement and the apparent disconnect between conservation and the "take-or-pay nature" of the contract.

Ms. Rhodes-Whitley spoke regarding the Municipal Drainage Fund primarily used for infrastructure projects to: improve drainage or address erosion; maintain and clean drainage systems; and develop programs to prevent pollutants from entering the system. She advised that the residential rate will remain constant with incremental increases in the non-residential rates scheduled through fiscal year 2014-15.

### Fire Department Revenues: Ambulance Fee Increases, Fire Revenue Review

Chief Crawford advised regarding fire inspection fees for commercial properties, fire protection planning fees covering plan reviews for new businesses/renovations and false alarm fees. He spoke to collection of \$3.4 million in ambulance fees and the recommended adjustment in transport fees to a tiered structure based on services provided and residency. He responded to the Council, advising that the department collects 65% of fees billed and further addressed insurance/Medicaid rates and overall emergency service expenses. Chief Crawford spoke to the high level of service provided by City Staff when evaluating rate comparisons.

The Council took a brief recess at 9:12 a.m. and reconvened at 9:26 a.m.

### **Program Changes**

#### Salary Adjustments/Increase

Director of Human Resources Parrish spoke to the City Council's goal of recruiting and retaining the best employees and challenges including economic recovery, skills that are transferrable to the private sector and competition for key talent. He spoke to the cost of employee replacement and retention strategies to identify key employees and follow through with development and engagement. Mr. Parrish reviewed programs currently in place to develop future leaders and spoke to the compensation philosophy targeting the City's range midpoints at median plus five percent of the actual averages being paid in the market. He responded to the Council regarding the current status of non-civil service (60% are 11% below the current structure midpoint) and civil service (above the market) employees. City Manager Glasscock spoke to making comparisons with area municipalities rather than nation-wide. Mr. Parrish spoke to the recommendation of a 2% increase for civil service with a targeted approach in the Fire Department and a 3% across-the-board increase for non-civil service employees. He advised regarding continued implementation of the Step Plan Program; reclassification of two employees; adjustment of the salary ranges by three percent; and continued market adjustments for new hires/new promotions. Mr. Glasscock spoke to problems associated with utilizing merit-based pay increases in the public sector and responded to the Council regarding issues of internal equity when hiring from the outside (compression). Mr. Parrish spoke to encouraging and engaging mid-level employees to keep them with the City into the future.

#### Health Plan Update

Director of Human Resources Parrish spoke regarding the self-funded health plan of the City governed through a risk pool with oversight by trustees. He spoke to the development of a strategic approach in 2006 and philosophy to manage the plan and contributions by the City and employees. Mayor Pro Tem Smith spoke to the City's level of contribution for dependents and potentially reducing the subsidy for future employees while grandfathering rates for current employees. City Manager Glasscock spoke to the impact of insurance costs on low-level employees. Mayor LaRosiliere spoke to receiving information throughout the year on cost allocation. Council Member Gallagher spoke to reviewing subsidies for retired personnel. Mr. Parrish spoke to the volatility of health care expenses and claims versus contributions. He provided key insights related to financial trends, clinical cost drivers, and spoke regarding the potential impacts of health care reform.

Mr. Parrish advised that 2014 changes include: no premium increases for medical or dental coverage; an out-of-network coinsurance reduction; kidney dialysis covered by in-network only; and coverage for tobacco cessation prescriptions. He spoke to requiring an annual physical in 2015 and exploring options for employee participation. Deputy Mayor Pro Tem Harris requested updates throughout the year. Mr. Parrish responded to the Council regarding potential options to provide a clinic and spoke to consideration of the administrator's contract (set to expire in December 2014), review of Stop Loss protection, calibration of premiums, compliance with health care reforms, and implementation of the wellness initiative.

### Retirement System Update

Director of Human Resources Parrish spoke to the Texas Municipal Retirement System (TMRS) as a modified cash balance plan in which member cities are required by state law to fund the actuarially determined contribution needed to fully fund benefits and stated that benefits are fully advance funded over employees' careers. He advised regarding the projected fund ratio and its increase over the last five years and spoke to techniques to stabilize volatility.

The Council took a brief recess at 11:09 a.m. and reconvened at 11:17 a.m.

### Fire Rescue Operational Directive

Chief Crawford spoke to the Fire Department's transition into a metropolitan force including administrative and operational components with dedication to maintain the high quality of care expected by Plano citizens. He advised regarding the department's \$47 million operation budget, 13 fire stations/administrative offices/logistics center, response to 20,965 calls in 2012 with an average time of 5.43 minutes, cardiac arrest survivability rate of 54.5% and department accreditations. Chief Crawford spoke to the high level of calls for emergency medical services and challenges to maintain fire service coverage while responding to and preparing for continued increases in emergent and non-emergent medical responses. He referenced the previous operational review and strategy focused on placing a new fire engine at Station #8 and presented a revised strategy removing that engine and replacing it with a Rescue Squad Program (with two alternative response vehicles) to target responses to specific customers including: a medical priority dispatch system; re-engineered fire responses; activation of reserve medic units during overload; and development of current/future resources based on feedback. He spoke to hiring six Incident Technical Operators to provide incident command at emergency scenes, a Community Outreach & Education Firefighter and one Deputy Fire Chief. Chief Crawford advised that the revised directives will increase the ISO rating, provide data for performance evaluation, offer a more community-based workforce, and increase use of information technology. He spoke to development of a 2013-17 Strategic Plan and creation of an EMS Medical Advisory Board.

### Community Development Block Grant (CDBG) Funding Update

Community Services Manager Day advised that the CDBG grant was instituted in 1974 and placed limited federal funding under local control to assist low income individuals and spoke to Plano's participation since 1986 providing \$30+ million over 28 years. She spoke to the HOME Investment Partnership in place since 2003 providing \$5+ million in funds. Ms. Day reviewed the impact of the programs across the City which improve housing, provide benefits to the local construction industry, and fund increased energy efficiency of homes. She spoke to increased poverty in the City and anticipated reductions in federal funding resulting in greater reliance on City participation and volunteers. City Manager Glasscock spoke to funding lagging behind inflation, significance of the program and impact to local governing bodies should funding be decreased.

### Special Events Program Overview

Director of Parks and Recreation Fortenberry spoke regarding the permitting of community events and gatherings including meeting with organizers, permit processing, addressing safety/health concerns, work orders and Council/management notification. Police Chief Rushin spoke regarding route approval, traffic exit plans, resources and coordination with external partners. He reviewed fees for application and law enforcement personnel. Ms. Fortenberry and Chief Rushin spoke to the process of planning/managing resources and staffing and inclusion of one Special Events Assistant in the Police Department in the 2013-14 budget as a civilian position.

### Community Investment Program

Director of Budget and Research Rhodes-Whitley spoke to planned Community Investment Program expenditures of \$116 million for streets, capital reserve, parks and recreation, water/sewer, municipal facilities, and municipal drainage projects. She spoke to passage of all bond propositions in the May 2013 election and advised that included in the fiscal year 2013-14 recommended budget is the funding of \$225,377 for facility maintenance and service costs for the Technology Services remodel, one Sr. Equipment Operator position and additional contractual funds for park grounds maintenance. She further advised that additional operating expenses are projected for the Senior Center expansion, Carpenter Recreation Center pool, Oak Point Park Recreation Center and various other park improvements at a total cost of \$3.5 million. .

### Proposed Ad Valorem Tax Rate

City Manager Glasscock spoke to retention of the current tax rate at 48.86 cents per \$100 valuation and Ms. Rhodes-Whitley reviewed related Public Hearing dates of August 26 and September 4 with rate adoption on September 9, 2013.

Nothing further was discussed. Mayor LaRosiliere adjourned the session at 12:55 pm

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL RETREAT**  
**August 19, 2013**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Mark Israelson, Director of Policy and Government Relations  
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the City Council Retreat on Monday, August 19, 2013, at 6:06 p.m., in Training Room A of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Goals and Core Businesses, including Council Governance Roles and Responsibilities

Ron Holifield of Strategic Government Resources introduced the session and spoke to Council discussion of the aging of Plano and “reality versus perception.” He asked the Council to comment on what should be done to deal with aging infrastructure. The Council spoke to street repairs, screening walls and the functionality of alleyways (particularly in the older areas of the City). They spoke to determining outside funding, assessing priorities and leveraging funds. City Manager Glasscock spoke regarding the Community Investment Program and advised that Staff would provide periodical updates to Council. Deputy City Manager Turner responded to the Council regarding the patching of roadways and the timing of resurfacing, addressing the expenses associated with complete reconstruction. He spoke to development of methodology to forecast roadway repairs.

Mr. Holifield asked the Council to comment on whether or not Collin Creek Mall should remain a top goal. Deputy City Manager Turner spoke to continued discussions and the City’s dependency on the actions of the mall’s owners. City Manager Glasscock spoke to the mall’s importance to the community and Mayor LaRosiliere advised that the Council would remain open to options.

Mr. Holified asked the Council to comment on what should be done about four corner strip centers for the future. Mr. Turner provided an update of the retail inventory in the City advising regarding the occupancy rate and stated that Plano has 60 square feet per person of retail as compared to a national average of 47 square feet. He spoke to current discussions with a retail consultant and the potential to use incentive monies for public improvements. City Manager Glasscock spoke to promoting tighter code enforcement and Mayor LaRosiliere spoke to retailers being part of the effort toward neighborhood revitalization in a comprehensive plan to improve aesthetics and appearances. He spoke to holding businesses accountable with a certain amount of flexibility and the potential use of incentives. The Council spoke to meeting with developers to receive their input and stated a consensus to be flexible and encourage development. City Manager Glasscock spoke to providing incentives for public property only and the Council stated a consensus not to include this item as a major goal.

The Council took a brief recess at 7:45 p.m. and resumed discussions at 7:54 p.m.

After small group discussions, Mayor LaRosiliere spoke regarding revitalizing neighborhoods by developing a plan to target homes based on metrics (value and age) with priorities being exterior renovations and energy efficiency improvements. He spoke to utilizing an incentive based on the amount of money spent thus leveraging the homeowner's investment. Council Member Duggan spoke to making improvements to infrastructure rather than utilizing an incentive program. Council Member Gallagher spoke to the potential for a tax abatement or freeze rather than a loan program. Council Member Miner spoke to utilizing monies for structural improvements and not landscaping. Council Member Davidson spoke regarding expansion of code enforcement and stated concern that even if funding were provided, some homeowners may not have the expertise to coordinate repairs. Council Member Downs spoke in support of a joint partnership and utilizing incentives targeting the value and age of properties. Deputy Mayor Pro Tem Harris spoke to a combination of punitive and incentive programs and to tracking effectiveness. The Council stated a consensus to move forward with exploration of a program to address neighborhood revitalization containing metric and analysis and to revisit possible upgrades in code enforcement following evaluation.

Mayor LaRosiliere spoke to representing the City and his goal to establish a program to bring together corporations and children in need (food services). The Council discussed how to facilitate such a program and the potential impact on Staff. Several council members expressed interest and Mayor Pro Tem Smith spoke to coordination through The Assistance Center of Collin County. Council Member Gallagher left the meeting at 8:55 p.m. and did not return. After discussion, the Council stated a consensus to hold future discussions regarding the program.

Mayor LaRosiliere spoke to his goal of engaging the youth of the City and establishing a program/board for their participation and involvement. Council Member Davidson spoke to concentrating on 11-12th grades. The Council spoke to receiving information regarding the former Youth Advisory Committee, programs in other cities and future discussion of a potential program.

Mr. Holified spoke to the Council as a team and the importance of speaking with one voice, staying unified following a split decision and working together as effectively as possible. The Council discussed their participation, input and discussion of new ideas and programs. Mayor LaRosiliere spoke to his vision of the City in 2020-30. Mr. Holified spoke to the Mayor's role in taking diverse opinions and melding them into one unified voice. He spoke to the importance of rhythm and relationship of the team.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 9:57 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
August 26, 2013**

**COUNCIL MEMBERS PRESENT**

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

**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 5:01 p.m., Monday, August 26, 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 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 6:30 p.m. in the Senator Florence Shapiro Council Chambers. City Manager Glasscock requested that the *Overview of Promotion/Production of Music Festival at Oak Point Park and Nature Preserve* be presented during the regular meeting.

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

No items were brought forward.

**Discussion and Direction Regarding Red Light Camera Collection Program**

Police Chief Rushin spoke to the history of the Red Light Camera Program in Plano which includes a contract with Redflex Traffic Systems. He stated that violators incur a \$75 civil penalty which rises to \$100 after a late fee is added to cover collection costs and spoke to the 48,000 violations that are more than 90 days past due and a statute permitting the flagging of vehicles (inhibiting their ability to renew registration). He recommended contracting with Redflex to provide information to TxDOT on unpaid violations, thus flagging violators and to follow through with notification and receipt of payments.

Chief Rushin stated that the cost for the initial batch would be approximately \$185,000 (\$5 each) and Redflex will cover the initial escrow until twice the amount is recovered with subsequent batches priced at \$10 each. He responded to the Council regarding fees paid from violations to support the program and funds sent to the State.

Chief Rushin advised that the Collin County Tax Assessor has declined to recognize and act on flagged registrations, so that those who appear in person or mail to that office will not incur a delay; however, TxDOT estimates that 75% of renewals are done either online or off-site and would be impacted. City Manager Glasscock spoke to past responses from TxDOT indicating they could apply only one flag at a time to registrations which would potentially impact the process and recommended beginning the program with a letter of amnesty advising violators that their ability to register their vehicle will be impacted. Deputy Mayor Pro Tem Harris spoke to issues of safety versus revenue and Chief Rushin advised that Staff's focus is on education. Council Member Davidson spoke to the possibility that toll violators may have their registrations flagged as well. The Council provided direction to move forward with the program and supporting notification letters.

### **Discussion and Direction Regarding Establishment of Public Improvement Districts**

Deputy City Manager Turner advised that Chapter 372 of the Texas Local Government Code provides for the establishment of Public Improvement Districts (PIDs) to provide cities a means for collecting a special assessment within a defined geographic area for certain public improvements and supplemental services. He stated that, per statute, establishment is initiated by a petition representing at least 50% of the assessed tax value and 50% of all record owners or 50% of the land area in support. Mr. Turner spoke to the potential for use in the downtown area or other urban mixed-use centers and recommended City policies stating PIDs: may only be established for an area zoned for commercial or mixed-used development; may not be initiated or renewed without a petition and that the City will require owners representing at least 60% of the value and 60% of all record owners or 60% of the land area in support; will have a maximum assessment of \$0.15 per \$100 valuation; shall not exceed 15% of the total budget in any year for administrative expenses; shall terminate five years after the date of establishment provided they do not have outstanding debt or unpaid financial obligation; shall be extended or reinstated by the same process as established; shall include applications clearly identifying the special benefit to affected property owners; shall not be subject to assessment if the City Council determines the benefit of improvements are of incidental value; shall be required to submit quarterly reports, audits, hold meetings, and receive input; and shall have oversight provided by a Council appointed advisory board. Mr. Turner advised that the recommendation is a result of discussions with representatives of the Plano Conservancy for Historic Preservation exploring ways to support events and activities. The Council stated a consensus in support of the program.

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

No items were discussed.

**Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:56 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**August 26, 2013**

**COUNCIL MEMBERS PRESENT**

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

**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  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 26, 2013, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Jack Schneider of St. Paul Lutheran Church led the invocation and Boy Scout Troop 822 of Westside Baptist Church led the Pledge of Allegiance.

Mayor LaRosiliere recognized Gregory R. Huckaby for his service on the Cultural Affairs Commission and proclaimed September as National Blood Cancer Awareness Month.

**COMMENTS OF PUBLIC INTEREST**

No one appeared to speak.

**CONSENT AGENDA**

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 8-0 to approve and adopt all items as recommended and as follows:

**Approval of Minutes** (Consent Agenda Item "A")  
August 12, 2013

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

**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. (Consent Agenda Item "B")

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

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. (Consent Agenda Item "C")

**Adoption of Resolutions**

**Resolution No. 2013-8-9(R):** 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. (Consent Agenda Item "D")

**Resolution No. 2013-8-10(R):** 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. (Consent Agenda Item "E")

**Resolution No. 2013-8-11(R):** 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. (Consent Agenda Item "F")

**Resolution No. 2013-8-12(R):** 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. (Consent Agenda Item "G")

**Resolution No. 2013-8-13(R):** To approve the Investment Portfolio Summary for the quarter ending June 30, 2013 and providing an effective date. (Consent Agenda Item "H")

**Adoption of Ordinances**

**Ordinance No. 2013-8-14:** 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 22 and July 24, 2013. Applicant: City of Plano (Annexation Case A2013-01) (Consent Agenda Item "I")

**Ordinance No. 2013-8-15:** 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. (Consent Agenda Item "J")

**END OF CONSENT**

**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). (Regular Agenda Item “1”)

Mayor LaRosiliere opened the Public Hearing. Citizen Jack Lagos stated concern regarding the increase in funding for the Economic Development Incentive Program. No one else spoke on this item. The Public Hearing was closed.

**Approval 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. (Regular Agenda Item “2”)

Community Services Manager Day spoke to discussions held among members of the Property Standards, Police, Building Inspections, Public Works and Planning Departments regarding neighborhood revitalization and Council support for funding a study related to housing reinvestment. She advised that the consultant will: review the effectiveness of current analytical tools for measuring neighborhood health; identify City services supporting neighborhood stability and improvement; make recommendations for maintenance of and/or modifications to business practices to ensure Plano’s best chance of success in avoiding neighborhood decline over at least the next ten years; analyze the impact of occupancy (tenant vs. owner) on the value and marketability of housing stock; and recommend an implementation approach for effective program(s) utilizing the neighborhood vitality funds based on community needs and best values. She responded to the Council, advising that there should be a proposal for implementation within six months.

Upon a motion made by Council Member Downs and seconded by Council Member Miner, the Council voted 8-0 to approve 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.

**Public Hearing and adoption of Ordinance No. 2013-8-16** 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 (Regular Agenda Item “3”)

Director of Planning Jarrell advised that the Planning and Zoning Commission called a Public Hearing to amend sign regulations and consider allowing signs to be placed on retaining walls after receiving a proposal from a developer. She advised that the recommendation classifies retaining wall signs as free standing, sets a maximum size, provides placement even on walls along property lines, and provides for external lighting only with no digital signage. Ms. Jarrell advised that the Planning and Zoning Commission recommended 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.

**Ordinance No. 2013-8-16 (cont'd)**

**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.

**Ordinance No. 2013-8-16 (cont'd)**

- 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.

**Ordinance No. 2013-8-16 (cont'd)**

**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.

**Ordinance No. 2013-8-16 (cont'd)**

- 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.

**Ordinance No. 2013-8-16 (cont'd)**

- 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:

**Ordinance No. 2013-8-16 (cont'd)**

**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:

Mayor LaRosiliere opened the Public Hearing. David Palmer of West Plano Village spoke to issues of signage for a new development and provided an example of a retaining wall sign. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Jarrell responded to the Council regarding possible implementation, advising that retaining walls may be located anywhere on property and spoke to restrictions limiting their number. She advised that spacing requirements will remain in place and spoke to options for lighting.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 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; as requested in Zoning Case 2013-12 and as recommended by the Planning and Zoning Commission.

**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. (Regular Agenda Item “4”)

City Manager Glasscock spoke to Council discussions related to establishment of a “destination event” and Staff work since June 2011. Director of Parks and Recreation Fortenberry spoke to development of an agreement with Live Nation for an inaugural festival in May 2014 with an initial attendance of 20,000 and growing to a capacity of 50,000-70,000 per day. She reviewed the Oak Point Park and Nature Preserve location and site, staging, trails, and pavilions and referenced citizen survey results in support of outdoor special events. Ms. Fortenberry reviewed key provisions of the agreement including: an inaugural festival in May of 2014; two-year term with four renewal options; one time City contribution of \$500,000; City in-kind services (\$125,000) with the eventual goal of becoming cost-neutral; Live Nation will retain 100% of the revenues and be responsible for all expenses (except as mentioned above); Live Nation will be responsible for set up and removal of all equipment and temporary improvements; the City will provide site preparation; Live Nation will provide links to the City’s web sites and use its name as feasible; and Live Nation will follow the Special Event Permit process.

Ms. Fortenberry responded to Deputy Mayor Pro Tem Harris, stating that while the festival name has not been determined, she is confident that “Plano” will be included. She spoke to the event being scheduled for a Saturday/Sunday timeframe and advised that the in-kind service fee will remain stable with any overages billed to Live Nation and will end after the fifth year. Ms. Fortenberry spoke to expenses related to the City of Richardson festival produced and promoted by their city staff and spoke to development of a Community Engagement Plan to inform neighborhoods of the pending festival. She advised regarding preliminary sound testing, parking/shuttling accommodations and reviewed the anticipated economic impact of visitors to the City through sales tax and directly from hotel/motel taxes which can be used to offset expenses. She advised that once the agreement has been approved, Live Nation will begin booking bands and preparing promotional materials.

Ms. Fortenberry responded to Council Member Duggan, advising that although Live Nation has the option to terminate the contract after the first year they are committed to the production of a festival somewhere. She reviewed the variety of expenses they will incur including artists, promotion, ticketing, and their risks, including weather. Council Member Gallagher stated concern regarding the lack of City revenues from the festival itself. Ms. Fortenberry responded to the Council, advising that part of remastering the plan for Oak Point Park is the inclusion of trail loops to be utilized by citizens throughout the year and the opportunity to move running events out of the amphitheater and off City roadways. Council Member Duggan spoke in support of receiving City revenues from the event. Ms. Fortenberry reviewed the in-kind expenses provided for the balloon fest and advised that the city does not receive a percentage of sales at those booths.

Council Member Miner spoke to efforts by the Transition and Revitalization Commission to establish a destination event in the City and stated support of the agreement. Mayor LaRosiliere spoke to the City’s risk as being limited in nature in contrast to that of Live Nation and their resultant opportunity for reward, the nature of public/private agreements and the goal of bringing people in to experience the City.

A motion was made by Mayor Pro Tem Smith and seconded by Council Member Miner 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. The Council voted 6-2 with Council Members Duggan and Gallagher voting in opposition. The motion carried.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:28 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**Special Called Session**  
**September 4, 2013**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Diane C. Wetherbee, City Attorney  
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Special Called Session on Wednesday, September 4, 2013 at 5:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

**A second 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). (First public hearing held August 26, 2013.)

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak for or against the item. The Public Hearing was closed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 5:01 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Alice D. Snyder, Assistant 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:		09/09/2013		
Department:		Public Works / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Kim McFarland (972.769.4109)</b>				
<b>CAPTION</b>				
<i><b>Bid No. 2013-184-P for the Brick Screening Wall Panel Replacement and Wall Repair Requirements Contract (a fixed price requirements contract) with two (2) optional renewals, Project No. 6273 to Tracon Ventures, Ltd., in the amount of \$992,050, and authorizing the City Manager or his authorized designee to execute all necessary documents.</b></i>				
<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	224,070	1,000,000	2,000,000	<b>3,224,070</b>
Encumbered/Expended Amount	-224,070	-523,682	0	<b>-747,752</b>
This Item	0	0	-992,050	<b>-992,050</b>
BALANCE	0	476,318	1,007,950	<b>1,484,268</b>
<b>FUND(s):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 and Proposed 2013-14 Capital Reserve Fund. This item, in the amount of \$992,050 will leave a balance of \$1,484,268 for the Screening Wall & Sidewalk Repair projects.				
<b>STRATEGIC PLAN GOAL:</b> Screening wall and sidewalk repairs relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the Brick Screening Wall Panel Replacement and Wall Repair Requirements Contract to Tracon Ventures, Ltd., in the amount of \$992,050.00, for Alternate No. 1 (Cement with Nitrogen Oxides &lt;1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents. This will establish a fixed price requirements contract with two (2) optional renewals.</p> <p>This project involves the repair of 1,500 Thin Wall panels, 1,600 SF of Double Brick Screening Walls, 50 Thin Wall Columns, 20 Double Brick Wall Columns, and 4,000 SF of concrete sidewalk at various locations within the City of Plano.</p> <p>The secondary vendor being recommended is Ratliff Hardscape, Ltd. in the amount of \$1,034,317.50.</p> <p>Engineer's estimate for this project is \$1,087,000.00.</p>				
List of Supporting Documents: <b>Bid Recap</b>			Other Departments, Boards, Commissions or Agencies	

# CITY OF PLANO

**Bid No. 2013-184-P**

**Brick Screening Wall Panel Replacement and Wall Repair Requirements  
Contract Project No. 6273**

## **Bid Recap**

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**Bid opening Date/Time:** August 13, 2013 @ 2:00PM

**Number of Vendors Notified:** 2445

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

**Number of Bids Submitted:** 2

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

<b><u>Vendor Name</u></b>	<b><u>Total Bid</u></b>	<b><u>Alternate Bid</u></b>
Tracon Ventures, Ltd	\$ 992,050.00	\$ 992,050.00
Ratliff Hardscape, Ltd	\$1,034,317.50	\$1,034,317.50

**Recommended Vendor(s):**

Tracon Ventures, Ltd

\$ 992,050.00

*Nancy Corwin*

August 13, 2013

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
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:		09/09/13		
Department:		Engineering		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonke (7198)		Project No. 5283
<b>CAPTION</b>				
<p>To approve and authorize Contract Modification No. 3 for the purchase of Professional Engineering Services for the additional design requirements of Preston Road and Plano Parkway Intersection Improvements project in the amount of \$66,992 from Parsons Brinckerhoff, Inc. and to authorize the City Manager or his designee to execute all related documents.</p>				
<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	155,000	45,000	<b>200,000</b>
Encumbered/Expended Amount	0	-87,441	0	<b>-87,441</b>
This Item	0	-66,992	0	<b>-66,992</b>
BALANCE	0	567	45,000	<b>45,567</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$66,992, will leave a current year balance of \$567 for Preston Road at Plano Parkway Intersection Improvements project.</p>				
<p><b>STRATEGIC PLAN GOAL:</b> Professional engineering services to prepare construction drawings and documents for intersection improvements relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Additional engineering design services in the amount of \$66,991.65 are necessary to complete the construction documents for the Preston Road and Plano Parkway Intersection Improvements project. This modification will provide for the conversion to a conventional left turn movement for Preston Road onto Plano Parkway from the proposed median left turn design.</p>				
<p>The original contract amount was \$224,941.15. The Engineering Department is seeking City Council approval of this third modification because the amount of the modification increase exceeds \$50,000.00 and will exceed 25% of the original contract amount. The revised contract amount is \$329,009.40.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification No. 3			N/A	

## **CONTRACT MODIFICATION**

### **PRESTON ROAD AND PLANO PARKWAY INTERSECTION IMPROVEMENTS (TXDOT) PHASE II**

**PROJECT NO. 5283**

**PURCHASE ORDER NO. 103074**

**CIP NO. 31410**

This shall serve as a Third Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **PARSONS BRINCKERHOFF, INC.** (hereinafter "Consultant"), dated **July 27, 2006**, for Professional Engineering Services for the referenced project (hereinafter "Project").

#### **Services:**

The project will be constructed as originally designed with the median crossovers. However, the standard left turns at the intersection will now be allowed as well, so that the motorist will have a choice to either enter the left turn lane or use the median crossover. The existing left lanes from Preston Road onto Plano Parkway will be left open rather than eliminating them by pavement markers. The median crossovers will no longer be signalized. Modifications will be required as follows:

#### **Categorical Exclusion**

The following efforts are required to complete the environmental document:

- Revisions to the project description and associated text, to account for changes in project design, including revisions to appended graphic exhibits;
- Revisions and additions to document text, tables and exhibits to comply with and incorporate TxDOT's Standards of Uniformity (SOU) for Categorical Exclusions;
- Revisions to project planning references throughout document to be consistent with current listings of the proposed project in the TIP and RTP;
- Review of project area land use and community facilities and features (by desktop review or available aerial photos, maps and data) and incorporation of observed changes into CE document;
- Update and revision of socioeconomic, limited English proficiency, and environmental justice analysis to incorporate new data from the 2010 U.S. Census and the 2007-2011 American Community Survey (U.S. Census Bureau);

- Review updated FEMA floodplain map and revise document text accordingly;
- Review most recent approved Texas 303(d) list for surface waters and update and revise document text accordingly;
- Query the Texas Parks and Wildlife Department's (TPWD) Natural Diversity Database (NDD) for elements of occurrence and managed areas, research US Fish & Wildlife Service and TPWD listings of threatened and endangered species for Collin County, and incorporate findings into document text and tables;
- Update and revise air quality discussion per current TxDOT MSAT and air quality guidance; no MSAT or air quality analysis is anticipated in this scope of work;
- Obtain new hazardous materials database search report and review for previously unreported sites or changes in reported site status; complete ISA Standard of Submission document; conduct site survey to verify changes in project area environment that could potentially affect project if such changes are indicated by aerial photos or database search report (if changes are indicated, site survey under this scope of work will be conducted by local engineering staff; if conditions require travel to the site by the hazardous materials specialist, a supplement to the scope or work will be required); update and revise CE document accordingly;
- Revision and editing of text, tables and exhibits throughout document for internal consistency and general consistency with changed conditions, revised project design and updated state and federal guidance;
- Pre-submittal quality review of CE document: initial submittal and after each TxDOT/FHWA review (listed below);
- Address comments from TxDOT Dallas District (1 review);
- Address comments from TxDOT Environmental Affairs (1 review); and
- Address comments from Federal Highway Administration (1 review)

All work associated with these additional services shall conform to the applicable requirements of TxDOT, FHWA and the City of Plano.

***Assumptions:***

- Incorporation of updated traffic data is not included;
- Incorporation of updated population estimates and projections for the City of Plano to address regional and community growth is not included;
- No additional work involving Section 4(f), Wetlands and Waters of the US, Wildlife Habitat and Vegetation, Historic Resources, Archeological Resources, Visual Quality, Farmland, Traffic Noise, Construction Impacts, or Indirect and Cumulative Impacts is anticipated to be necessary to address project design changes, updated guidance, or changed conditions; consequently, these categories of work are not included in this scope of services.

### **Traffic Analysis:**

Future Year 2020 traffic volumes previously provided for Plano Parkway schematic in 2008 will be used for traffic operational analysis. With peak hour traffic volumes, the intersection will be analyzed using Synchro software and HCM 2000 methodologies for proposed capacity and operational improvements for 2013 and 2020 only. Turn-lane lengths, signal phasing and timing plans will be developed. Final recommendations will be reviewed with the City. A staged approach for implementing improvements will be proposed if feasible. The consultant will provide before/after project LOS.

Based on approved improvements, the schematic will be modified and updated.

### **Schematic**

The schematic plan will be revised to reflect adding the conventional left turn movement. The revisions will include typical sections, signs, signals, and pavement markings. TxDOT and City of Plano comments will be incorporated.

### **Assumptions:**

- Consultant will not modify any horizontal and vertical alignments.
- Consultant will use design year 2020 traffic volumes per direction of the City of Plano.
- The currently designed left turn median cross over U-Turns shall be shown for construction at the pavement width currently indicated on the approved schematic but shall be marked for a single traffic lane rather than two lanes. This will require revising the pavement markings.

### **Basic Design (60%, 95%, 95% Resubmittal and 100% Final PS&E)**

- Consultant will provide general project administrative and management services.
- Consultant will revise typical sections, summary sheets, summary of small signs, traffic signal plans, signing, and pavement markings plans.
- Consultant will provide an updated opinion of probable construction cost.
- Consultant will update or revise the paving plans, grading plans, removal plans, drainage plans, utility plans, traffic control plans, sequencing and temporary drainage plans, street light foundations, SWPPP, narrative, EPIC , Cross sections to incorporate TxDOT and City comments.

**Assumptions:**

- Consultant will attend up to two coordination meetings with TxDOT, Dallas District and the City of Plano.
- Consultant will make up to two site visits.
- The currently designed left turn median cross over U-Turns shall be shown for construction at the pavement width currently indicated on the approved schematic but shall be marked for a single traffic lane rather than two lanes. This will require revising the pavement markings.
- No TDLR inspection is required, per direction of the City of Plano

*Such services shall be completed according to the overall project schedule.*

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$66,991.65. Such payment shall be made in accordance with the payment terms specified in the Contract. See Attachment A for breakdown of fee amounts to individual task categories.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$224,941.15
Contract Amount (Including Previous Modifications)	\$262,017.75
Amount, Modification No. 3	<u>\$66,991.65</u>
Revised Contract Amount	\$329,009.40
Total Percent Increase Including Previous Modifications	<u>46.26%</u>

**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.

**CITY OF PLANO**

*OWNER*

By: \_\_\_\_\_  
(signature)

Print  
Name: Bruce D. Glasscock.

Print  
Title: City Manager

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

**PARSONS BRINCKERHOFF, INC.**

*CONSULTANT*

By:  \_\_\_\_\_  
(Signature)

Print  
Name: Robert M. Brown, P.E.

Print  
Title: Vice President

Date: 8/29/13

APPROVED AS TO FORM:

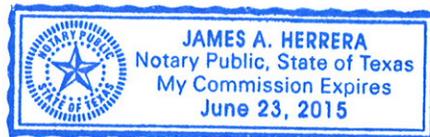
BY: \_\_\_\_\_  
Diane C. Wetherbee  
City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF DALLAS**   §

This instrument was acknowledged before me on the 28<sup>TH</sup> day of AUGUST, 2013, by **ROBERT M. BROWN, P.E., VICE PRESIDENT** of **PARSONS BRINCKERHOFF, INC.**, a New York corporation, licensed to do business in the State of Texas, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas  
James A. Herrera



**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-Ruled Municipal Corporation, on behalf of said municipal corporation.

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

## Attachment A

Adjustments to existing fee amounts for individual task categories shall be as follows:

Task Description	Contract Amount Including Contract Modifications No. 1 and No. 2	Contract Amount Adjustment per Contract Modification No. 3	Total Contract Amount with Contract Modification No. 3
1. Route Schematic	\$19,233.90	\$28,743.72	\$47,977.62
2. Right of Way & Utility Adjustments	\$15,257.00	\$2,094.91	\$17,351.91
3. Field Surveying	\$24,819.00	-\$5,169.78	\$19,649.22
4. Roadway Design	\$33,578.80	\$43,889.57	\$77,468.37
5. Drainage	\$10,621.60	-\$4,637.82	\$5,983.78
6. Signing, Pavement Markings & Traffic Signalization	\$48,322.10	\$2,317.28	\$50,639.38
7. Miscellaneous Roadway	\$28,721.10	\$838.85	\$29,559.95
8. Bid Phase Studies	\$6,991.20	0	\$6,991.20
9. Environmental Studies	\$17,636.20	\$16,218.74	\$33,854.94
10. Project Administrative Services	\$15,712.40	\$3,007.16	\$18,719.56
11. Construction Phase Services	\$12,963.90	0	\$12,963.90
12. Expenses	<u>\$28,160.55</u>	<u>-\$20,310.98</u>	<u>\$7,849.57</u>
<b>TOTAL</b>	<b>\$262,017.75</b>	<b>\$66,991.65</b>	<b>\$329,009.40</b>



# 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:		09/09/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8302</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Camtron, Inc., a Texas corporation, and the City of Plano, Texas; 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>2013-2014 through 2023- 2024</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	25,101,057	0	<b>25,101,057</b>
Encumbered/Expended Amount		0	-1,615,448	-12,835,350	<b>-14,450,798</b>
This Item		0	-75,000	0	<b>-75,000</b>
BALANCE		0	23,410,609	-12,835,350	<b>10,575,259</b>
<b>FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Camtron, Inc., a Texas corporation, to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Camtron, Inc. agrees to occupy at least 70,000 square feet of office and warehouse space at 3101 Summit Avenue and transfer or create up to 30 Job Equivalents by 3/31/14.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Camtron, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Camtron, Inc., a Texas corporation, 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 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.

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

**DULY PASSED AND APPROVED** this the 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

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

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of CNC machining for the defense and aerospace industries and plans to add One Million, Two Hundred Thousand Dollars (\$1,200,000) of Real Property improvements and Three Million, Six Hundred Thousand Dollars (\$3,600,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 70,000 gross square feet of office and warehouse space and transfer or create up to 30 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the Council finds that the occupancy of at least 70,000 gross square feet of office and warehouse space and the transfer or creation of up to 30 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

## **Article I Definitions**

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

“Company” shall mean Camtron, Inc., a Texas corporation.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

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

“Real Property” or “Property” shall mean 3101 Summit Avenue, Suite 300, Plano, Texas 75074.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until March 31, 2024, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

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

(a) On or before March 31, 2014, occupy the office and warehouse space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By March 31, 2014, transfer or create at least 30 Job Equivalents to the Real Property and maintain those Job Equivalents on the Real Property throughout the Agreement and by December 31, 2014, submit for approval itemized relocation and occupancy expenses for a

reimbursement amount of up to Seventy-Five Thousand Dollars (\$75,000) as set out in Section 4.02(a) below; and

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

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Seventy-Five Thousand Dollars (\$75,000) to offset relocation and occupancy expenses as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By March 31, 2014, Company shall occupy the office and warehouse space and transfer or create at least 30 Job Equivalents to the Real Property to be eligible to receive a reimbursement payment of up to Seventy-Five Thousand Dollars (\$75,000) for relocation and occupancy expenses. **Company must submit for approval, itemized relocation and occupancy expenses along with the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than December 31, 2014. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant. In no event shall grant monies be paid to Company by City prior to January 1, 2015.**

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

(b) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

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

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to

Two Thousand Five Hundred Dollars (\$2,500) for each lost Job Equivalent but in no event shall reimbursement to the City pursuant to Section 4.03(a) herein be required in excess of the grant Company received pursuant to Section 4.02(a) herein.

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

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

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

## **Article V Termination**

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

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

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

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

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective

date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **Article VI Retention and Accessibility of Records**

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

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

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

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly

or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

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

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

### **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company before relocation:  
Camtron, Inc.  
Attention: Mr. David Stout  
President  
1101 Commerce Drive  
Richardson, TX 75081

If intended for the Company after relocation:  
Camtron, Inc.  
Attention: Mr. David Stout  
President  
3101 Summit Ave., Suite 300  
Plano, TX 75074

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

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

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

8.08 **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.

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

8.10 **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.

8.11 **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.

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

CAMTRON, INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that Camtron, Inc. has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), attached hereto as Exhibit "1", has occupied the office and warehouse space at the Property and transferred or added at least 30 Job Equivalent positions at the Property by March 31, 2014 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Camtron, Inc. has failed to submit for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), has failed to occupy the office and warehouse space at the Property and/or has failed to transfer or add at least 30 Job Equivalent positions at the Property by March 31, 2014 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

CAMTRON, INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by December 31, 2014.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P. O. Box 860358  
Plano, Texas 75086-035

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. I hereby certify that Camtron, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number Camtron, Inc. is required to maintain in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Camtron, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number Camtron, Inc. is required to maintain in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

CAMTRON, INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2016, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



# 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:		09/09/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Rent-A-Center Texas, L.P. and the City of Plano, Texas; 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>2014-2015 through 2024- 2025</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	25,101,057	0	<b>25,101,057</b>
Encumbered/Expended Amount		0	-1,615,448	-12,835,350	<b>-14,450,798</b>
This Item		0	-515,000	0	<b>-515,000</b>
<b>BALANCE</b>		<b>0</b>	<b>22,970,609</b>	<b>-12,835,350</b>	<b>10,135,259</b>
<b>FUND(S):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Rent-A-Center Texas, L.P., to retain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Rent-A-Center agrees to occupy at least 60,000 square feet of office space on Dominion Parkway and retain, transfer or create up to 775 Job Equivalents by 12/31/18.					
List of Supporting Documents: Resolution Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Rent-A-Center Texas, L.P. and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Rent-A-Center Texas, L.P., a Texas limited partnership, 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 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.

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

**DULY PASSED AND APPROVED** this the 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”) and Rent-A-Center Texas, L.P., a Texas limited partnership (“Company”), duly acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing name-brand furniture, electronics, appliances and computers to consumers through flexible rental purchase agreements and plans to add Eight Million Dollars (\$8,000,000) of Real Property improvements and Seven Hundred Fifty Thousand Dollars (\$750,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 60,000 gross square feet of office space and retain, transfer or create up to 775 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the Council finds that the occupancy of at least 60,000 gross square feet of office space and the retention, transfer or creation of up to 775 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

## **Article I Definitions**

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

“Company” shall mean Rent-A-Center Texas, L.P., a Texas limited partnership.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

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

“Real Property” or “Property” shall mean 5501 Headquarters Drive, Plano, Texas 75024.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2025, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

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

(a) On or before December 31, 2015, Company shall occupy the office space on the Real Property and continue occupancy throughout the term of the Agreement; and

(b) By December 31, 2015, Company shall retain, transfer or create at least 700 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2018, and subject to continued compliance with Article III, Sections (a), (b) and (d), Company may create up to an additional 75 Job Equivalents and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Five Hundred Fifteen Thousand Dollars (\$515,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By December 31, 2015, Company shall occupy the office space and retain, transfer or create at least 700 Job Equivalents to the Real Property to be eligible to receive a payment of Four Hundred Fifty-Five Thousand Dollars (\$455,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III (a), (b) and (d) not later than March 31, 2016. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) By December 31, 2018, and subject to the Company adding and maintaining at least the minimum number of Job Equivalents pursuant to Section 4.02(a) herein, Company may add up to an additional 75 Job Equivalents for a total maximum number of 775 Job Equivalents at the Real Property to be eligible to receive a second grant payment of up to Sixty Thousand Dollars (\$60,000) which may be pro-rated at Eight Hundred Dollars (\$800) for each Job Equivalent over 700 and up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III (a), (b), and (d) above not later than January 31, 2019 to be eligible to receive the second grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant available under this Section 4.02(b) herein and**

**invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the Annual Certification due on or before January 31, 2019 unless the City reasonably objects to the certification. In no event shall the City make the second grant payment pursuant to Section 4.02(b) herein prior to January 1, 2019.

(c) Beginning January 31, 2017, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

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

#### 4.03 **Refund/Default.**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents for which it has received payment for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to the following:

i. Six Hundred and Fifty Dollars (\$650) for each lost Job Equivalent that occurs after receipt of the first grant payment pursuant to Section 4.02(a) herein but before the receipt of the second grant payment pursuant to Section 4.02(b) herein; and

ii. After receipt of the second grant payment, pursuant to Section 4.02(b) herein, Company shall refund City Eight Hundred Dollars (\$800) for each lost Job Equivalent that occurs unless and until the total number of Job Equivalents falls below the number of 701 at which time Company shall refund City in an amount equal to Six Hundred Fifty Dollars (\$650) for each lost Job Equivalent reducing the number of Job Equivalents below 701.

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

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

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

## **Article V Termination**

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

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

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

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

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

## **Article VI Retention and Accessibility of Records**

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

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

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

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

## **Article VII Assignment**

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

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

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the

potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

### **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company:  
Rent-A-Center Texas, L.P.  
Attention: V.P. Real Estate  
5501 Headquarters Dr.  
Plano, TX 75024

With a copy to:  
Rent-A-Center Texas, L.P.  
Attention: General Counsel  
5501 Headquarters Dr.  
Plano, TX 75024

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

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

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

8.08 **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.

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

8.10 **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.

8.11 **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.

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

RENT-A-CENTER, TEXAS, L.P., a Texas  
limited partnership

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. I hereby certify that Rent-A-Center, Texas, L.P. has occupied the office space and retained, transferred or added at least 700 Job Equivalent positions at the Property by December 31, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Rent-A-Center, Texas, L.P. has failed to occupy the office space and/or has failed to transfer or add at least 700 Job Equivalent positions at the Property by December 31, 2015, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

RENT-A-CENTER, TEXAS, L.P., a Texas limited partnership

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by March 31, 2016**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select all applicable options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that Rent-A-Center, Texas, L.P., Inc. is in compliance with each applicable term as set forth in the Agreement and the retained, transferred or added number of Job Equivalents has not fallen below the number for which Rent-A-Center, Texas, L.P. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Rent-A-Center, Texas, L.P. is not in compliance with each applicable term as set forth in the Agreement and the retained, transferred or added number of Job Equivalents has fallen below the number for which Rent-A-Center, Texas, L.P. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2019 ONLY IF APPLICABLE)** I hereby certify that Rent-A-Center, Texas, L.P. is qualified to receive a second grant payment as of January 31, 2019 in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) for adding an additional \_\_\_\_\_ total number of Job Equivalents at the Real Property in addition to the 700 previous Job Equivalents for which Rent-A-Center, Texas, L.P. previously received a grant payment.

ATTEST:

RENT-A-CENTER, TEXAS, L.P., a Texas limited partnership

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2017, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



# 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:		09/09/13		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Agreement for Public Improvements by and between Rent-A-Center Texas, L.P., a Texas limited partnership, and the City of Plano, Texas; 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 type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	136,648	174,000	100,000	<b>410,648</b>
Encumbered/Expended Amount	-136,648	-70,851	0	<b>-207,499</b>
This Item	0	0	-28,000	<b>-28,000</b>
BALANCE	0	103,149	72,000	<b>175,149</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds will be budgeted in the 2015-16 Street Improvement CIP. This item, in the amount of \$28,000, is anticipated to leave a balance of \$72,000 for Oversize Participation projects in the 2015-16 CIP. Strategic Plan Goal: Encouraging businesses to expand operations in Plano through reimbursing a portion of street and sidewalk improvements associated with business expansion relates to the City's Goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This relates to a Rent-A-Center, L.P., a Texas limited partnership, request to construct street and sidewalk improvements on Reinvestment Zone 136 and adjacent to Dominion Parkway.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Economic Development Agreement Public Improvements				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Agreement for Public Improvements by and between Rent-A-Center Texas, L.P., a Texas limited partnership, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Agreement for Public Improvements by and between Rent-A-Center Texas, L.P. 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 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.

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

**DULY PASSED AND APPROVED** this the 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ECONOMIC DEVELOPMENT AGREEMENT  
PUBLIC IMPROVEMENTS**

This Economic Development Agreement ("Agreement") is made and entered into by and between the City of Plano, Texas, a home-rule municipal corporation (the "City") and Rent-A-Center Texas, L.P., a Texas limited partnership, (the "Company").

**WHEREAS**, Company plans to add Eight Million Dollars (\$8,000,000) of Real Property improvements and Seven Hundred Fifty Thousand Dollars (\$750,000) of Business Personalty property on their real property located in the City of Plano, Collin County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, the City has authorized the Company to construct street and sidewalk improvements on and adjacent to Dominion Parkway parallel to the Property, more particularly shown on Company's preliminary site plan attached hereto as Exhibit "B" and incorporated herein (the "Public Improvements"); and

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

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

**NOW THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**CONSTRUCTION AND COMPLETION**  
**OF PUBLIC IMPROVEMENTS**

**1.01. Construction of Improvements**

On or before December 31, 2015, Company shall construct the Public Improvements consisting of sidewalk and street improvements on and adjacent to Dominion Parkway as shown on Exhibit "B" in accordance with the Company's Engineering Plans that must be submitted and approved by the City on or before construction of the Public Improvements commences. A copy of Company's Engineering Plans shall be available in the City's Engineering Department and, upon submittal to the City, are incorporated herein and made a part hereof by reference ("Engineering Plans"), and in accordance with the City's Standard Specifications for Public Works Construction, a copy of which is available in the City's Engineering Department and which are incorporated herein and

made a part hereof by reference ("Standard Specifications"). No change in the Engineering Plans shall be made by Company without the prior written consent of the City Engineer. The entire cost of the construction of the Public Improvements shall be the responsibility and obligation of Company, except for the portion of costs to be reimbursed by the City to Company pursuant to Article III herein.

#### **1.02. Contracting Requirements**

Company shall contract with a qualified contractor to construct the Public Improvements in accordance with the Standard Specifications and Engineering Plans. Prior to the Company executing a construction contract with the contractor or beginning construction of the Public Improvements, the Company shall submit the contract documents, including all cost estimates, to the City Engineer for written approval. Once such construction contract documents are approved by the City, the Company will not amend or change them without prior written approval by the City, which approval shall not be unreasonably withheld. Company shall be solely responsible to make all payments for construction of the Public Improvements to the contractor subject to reimbursement to the Company from the City pursuant to Article III herein.

#### **1.03. Performance and Maintenance Bonds**

Company shall post with the City, or require the Contractor retained to construct or install the Public Improvements to post with the City, a performance and maintenance bond for construction of the Public Improvements to ensure completion of the project, on the forms attached hereto as Exhibits "C" and "D" respectively. The performance and maintenance bonds shall each be in an amount equal to one hundred percent (100%) of the total project cost.

#### **1.04. Inspection**

The City Engineer or his designee shall inspect the Public Improvements upon completion of construction of the Public Improvements and prior to acceptance by the City. The City Engineer may also periodically inspect the construction from time to time during construction for conformance with this Agreement, the Standard Specifications and Engineering Plans.

#### **1.05. Insurance**

The Company shall require all contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements to meet the insurance requirements of Item 1.26.1 of the special provisions of the Standard Specifications required for heavy construction, and the policy endorsement and special condition requirements of Item 1.26.4 of the Standard Specifications.

#### **1.06. Dedication**

Upon completion, the Company shall dedicate the Public Improvements to the City subject to inspection and acceptance of the Public Improvements by the City pursuant to Section 4.3 of the City Subdivision Ordinance. The City's acceptance shall be evidenced by a certificate issued by the City to Company stating that all Public Improvements have been satisfactorily completed and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and all performance and payment. Prior to acceptance by the City, Company shall provide the City with releases from the general contractor for the design, construction and installation of all Public Improvements on a form to be provided by the City Engineer.

#### **1.07. Rough Proportionality**

Company agrees that its portion of the costs or requirements for the Public Improvements do not exceed the amount required for Public Improvements that are roughly proportionate to the development of its Property, and **COMPANY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY CLAIMS, LIABILITY AND DAMAGES ASSOCIATED WITH AN EXACTION CLAIM ARISING OUT OF THIS AGREEMENT.**

#### **1.08. INDEMNITY**

**THE COMPANY 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 COMPANY'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 COMPANY, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, CONTRACTORS, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE COMPANY IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES**

**HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

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

**DEVELOPER DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.**

## **ARTICLE II** **REMEDIES**

### **2.01. Remedy and Termination**

The Company shall remedy all deficiencies in the construction, completion and maintenance of the Public Improvements within thirty (30) days of written notice to Company from the City that a deficiency exists. If the deficiency is of the type that will require additional time in which to remedy, the Company shall specify in writing to the City within said thirty (30) day period the particular reasons why such remedies cannot be completed in said thirty (30) day period. If, in the City's reasonable opinion, such reasons for delay are substantiated, the City may grant the Company additional time to remedy the deficiency. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time.

## **2.02. Failure of Company to Remedy Deficiency**

If the Company fails to remedy the deficiency pursuant to Section 2.02 above, it shall be considered in default and the City, at its option, may:

- (a) Contract with another party for the repair work for which the Company shall reimburse the City within thirty (30) days of written invoice by the City to Company for the actual costs to correct the deficiencies;
- (b) Complete the repair work with City crews for which the Company shall reimburse the City within thirty (30) days of written invoice by the City to Company for the actual costs to correct the deficiencies;
- (c) Demand that the Surety on the bonds required by Section 1.03 herein, complete construction or maintenance of the Public Improvements in conformance with this Agreement.
- (d) Exercise any other available remedy at law or in equity.

## **2.03. Termination**

- (a) Failure of Company to submit Engineering Plans to the City and obtain approval as required by Section 1.01 on or before July 31, 2015 shall be an event of default and subject this Agreement to termination by the City.
- (b) Failure of Company to commence construction of the Public Improvements on or before October 1, 2015 shall be an event of default and subject this Agreement to termination by the City.

If an event of default pursuant to this Section 2.03 is not cured within thirty (30) days after written notice thereof by the City, the City Manager is authorized on behalf of the City to terminate this Agreement by written notice to the Company with no further liability or obligation of the City.

## **ARTICLE III** **REIMBURSEMENT FOR** **OVERSIZE IMPROVEMENTS**

The City shall reimburse the Company for a portion of the costs for constructing the Public Improvements in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000).

Upon completion, dedication and acceptance of the Public Improvements, the City agrees to reimburse Company in accordance with Article III herein. The City shall pay the Company in a lump sum payment within thirty (30) days of the date of receipt of an itemized invoice from the Company for the completion of the Public Improvements.

**ARTICLE IV**  
**ASSIGNMENT**

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

- (a) Company is not in default;
- (b) The assignment is to a new owner of the Property;
- (c) Company provides the City with written evidence satisfactory to the City Attorney that the new owner is the record owner of the Property; and
- (d) Company delivers to the City a letter to be signed by the new owner stating that the new owner agrees to assume and perform all obligations of the Company under this Agreement and to be bound by the terms and conditions of this Agreement.

The City Manager is authorized to approve assignments on behalf of the City pursuant to this Agreement.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

**5.01. Entire Agreement**

This Agreement contains the entire agreement between the City and the Company, and cannot be varied except by written agreement executed by the parties hereto. This Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

**5.02. Notices**

Unless instructed otherwise in writing, Company 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, Texas  
Attention: Gerald Cosgrove, Public Works Director  
P.O. Box 860358  
Plano, TX 75086-0358

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

Rent-A-Center Texas, L.P.  
Attention: V.P. Real Estate  
5501 Headquarters Dr.  
Plano, TX 75024

With a copy to:  
Rent-A-Center Texas, L.P.  
Attention: General Counsel  
5501 Headquarters Dr.  
Plano, TX 75024

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.

**5.03. Nonwaiver**

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Company or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

**5.04. Recitals and Headings**

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

**5.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders**

This Agreement shall be binding upon the successors and assigns of the Company and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All

existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

**5.06. Venue**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**5.07. Severability**

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**5.08. No Waiver of Governmental Immunity**

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

**5.09. Company's Authority**

The Company represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

**5.10. Benefits Inure to the Parties**

The benefits of this Agreement inure solely to the City and the Company, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

**5.11 Effective Date**

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

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

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

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

APPROVED AS TO FORM:

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

**RENT-A-CENTER, TEXAS, L.P.**, a Texas  
limited partnership

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

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

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

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

**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

--- AND ---

**STATE OF TEXAS** §

§

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ of **RENT-A-CENTER, TEXAS, L.P.**, a Texas limited partnership, for and on behalf of said limited partnership.

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

## EXHIBIT "A"

### LEGAL DESCRIPTION

**BEING** of a tract of land out of the Sam Brown Survey, Abstract No. 108 in the City of Plano, Collin County, Texas, being part of the 18.32 acre tract of land described as Tract 2 in deed to West Plano Land Company, LP, recorded in Instrument No. 20060920001358250 of the Land Records of Collin County, Texas, being part of Lot 1, Block A, Rent-A-Center Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2006, Page 836 of the Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at an aluminum monument found at the northwest corner of said Lot 1;

**THENCE** the following courses and distances to wit:

North  $57^{\circ}13'32''$  East, a distance of 413.62 feet to a  $5/8''$  iron rod set with KHA cap for corner;

North  $67^{\circ}02'50''$  East, a distance of 10.00 feet to a  $5/8''$  iron rod set with KHA cap for corner;

North  $22^{\circ}57'10''$  West, a distance of 24.00 feet to a  $5/8''$  iron rod set with KHA cap for corner;

North  $67^{\circ}02'50''$  East, a distance of 150.50 feet to a  $5/8''$  iron rod set with KHA cap for the beginning of a tangent curve to the left with a radius of 20.00 feet, a central angle of  $23^{\circ}34'41''$ , and a chord bearing and distance of North  $55^{\circ}15'30''$  East, 8.17 feet;

Northeasterly, with said curve, an arc distance of 8.23 feet to a  $5/8''$  iron rod set with KHA cap for corner in the west right-of-way line of Dominion Parkway (92' ROW at this point);

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South  $22^{\circ}57'10''$  East, a distance of 75.98 feet to a point for corner;

South  $67^{\circ}02'50''$  West, a distance of 12.00 feet to a point for corner;

South  $22^{\circ}57'10''$  East, a distance of 158.85 feet to a point for the northeast corner of a Firelane, Access and Utility Easement shown on the plat of said Rent-A-Center Addition;

**THENCE** with the north line of said Firelane, Access and Utility Easement, the following courses and distances to wit:

South  $67^{\circ}08'28''$  West, a distance of 457.91 feet to a point for the beginning of a non-tangent curve to the right having a radius of 30.00 feet, a central angle of  $113^{\circ}08'11''$ , a chord bearing and distance of North  $56^{\circ}29'39''$  West, 50.07 feet;

Northwesterly, with said curve, an arc distance 59.24 feet to a point for corner;

North  $00^{\circ}04'26''$  East, a distance of 90.65 feet to a point for the beginning of a non-tangent curve to the left having a radius of 54.44 feet, a central angle of  $95^{\circ}28'24''$ , a chord bearing and distance of North  $47^{\circ}51'40''$  West, 80.58 feet;

Northwesterly, with said curve, an arc distance 90.71 feet to a point for corner;

North  $89^{\circ}52'36''$  West, passing the northwest corner of said Firelane, Access and Utility Easement at 132.92 feet, in all a total distance of 183.42 feet to a point for corner in the west line of said Lot 1;

**THENCE** with the west line of said Lot 1, North  $00^{\circ}04'26''$  East, a distance of 226.86 feet to the **POINT OF BEGINNING** and containing 6.76 acres of land.



**EXHIBIT "C"**

**PERFORMANCE BOND**

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

**KNOW ALL MEN BY THESE PRESENTS:**

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

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with Owner (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference, wherein the City is a third party beneficiary with regard to the completion of certain public improvements (as defined therein); said Contract calling for the completion of the public improvements among other things.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Obligees, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Obligees from all costs and damages which Obligees may suffer by reason of failure to so perform herein and shall fully reimburse and repay Obligees all outlay and expense which the Obligees may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

**AND PROVIDED FURTHER,** that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

**IN WITNESS WHEREOF,** this instrument is executed in \_\_\_\_ copies, each one of which shall be deemed an original, this, the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

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

**SURETY:** \_\_\_\_\_

Address:

Tel. No. \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

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

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

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

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

**NOTE:** Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after the date of Contract**. If Resident Agent is not a corporation, give a person's name.



**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal		Surety	
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

The name and address of the Resident Agent of Surety is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

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

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



# 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:		09/09/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, WR Plano Parkway, LLC and Winzer Corporation; authorizing its execution by the City Manager or his 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>2013-2014 through 2023- 2024</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. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from WR Plano Parkway, LLC, a Georgia limited liability company and Winzer Corporation, a Texas corporation, for a First Amendment to the Tax Abatement in Reinvestment Zone 131.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution First Amendment of Tax Abatement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Tax Abatement Agreement between the City of Plano, Texas, WR Plano Parkway, LLC and Winzer Corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to the Tax Abatement by and between City of Plano (“City”), WR Plano Parkway, LLC, a Georgia limited liability company ("WR Plano"), and Winzer Corporation, a Texas corporation ("Winzer") a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “First Amendment”); and

**WHEREAS**, City, WR Plano and Winzer entered into a Tax Abatement Agreement on September 25, 2012; and

**WHEREAS**, City, WR Plano and Winzer desire to amend said Tax Abatement Agreement to reflect the revised agreement between the parties changing the values required for Personality; and

**WHEREAS**, upon full review and consideration of the First Amendment, 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 First Amendment, 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 designee is hereby authorized to execute the First Amendment 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 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**THE STATE OF TEXAS** § **First Amendment of Tax Abatement**  
§ **Agreement between City of Plano,**  
§ **WR Plano Parkway, LLC, and Winzer**  
**COUNTY OF COLLIN** § **Corporation**

This First Amendment to Tax Abatement Agreement (hereinafter "First Amendment") is made and entered into by and between **WR PLANO PARKWAY, LLC**, a Georgia limited liability company (hereinafter "Owner"), **WINZER CORPORATION**, a Texas corporation (hereinafter "Tenant"), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City, Owner and Tenant entered into a Tax Abatement Agreement on September 25, 2012 (hereinafter "Agreement") to enhance the economic and employment base of City; and

**WHEREAS**, City, Owner and Tenant desire to amend said Agreement in certain respects as set forth in this First Amendment.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

**I.**

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, Section 2 is hereby amended to read in its entirety as follows:

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone 131, which shall be hereinafter referred to as the "Personalty". The Personalty is to have an assessed taxable value as determined by the Collin County Appraisal District of not less than Two

Million Dollars (\$2,000,000) on the Real Property by December 31, 2013, and is or will be owned by Tenant.

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

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

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

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

WR PLANO PARKWAY, LLC, a  
Georgia limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WINZER CORPORATION, a Texas  
corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (*Authorized Representative*) \_\_\_\_\_ (*Title*) of **WR PLANO PARKWAY, LLC**, a Georgia limited liability company , on behalf of said limited liability company.

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

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (*Authorized Representative*) \_\_\_\_\_ (*Title*) of **WINZER CORPORATION**, a Texas corporation, on behalf of said corporation.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/09/2013		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" 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	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	240,493	<b>240,493</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>240,493</b>	<b>240,493</b>
<b>FUND(S):     GENERAL FUND (EXPENDITURES), GRANT FUND (REVENUE), AND TRAFFIC SAFETY FUND (EXPENDITURES)</b>				
<p><b>COMMENTS:</b> The grant contract, if approved, provides a 60% STEP Grant reimbursement, in the estimated annual amount of \$144,307 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2013-14. The required City "match" of 2013-14 expenditures, at 40%, totals approximately \$96,186. Of this amount, \$5,220 will be included within the adopted 2013-14 Police Department Budget, and \$90,966 is available within the Traffic Safety Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Participation in the STEP Comprehensive Grant program relates to the City's Goal of Safe, Large City and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed sixty percent (60%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2013 and ending on September 30, 2014.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



City of Plano  
1520 K Avenue  
Plano, TX 75074

P.O. Box 860358  
Plano, TX 75086-0358  
Tel: 972.941.7000  
plano.gov

**Date:** August 23, 2013  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police *GWR*  
**Subject:** Matching Funds for FY 2013/14 TxDOT Traffic Safety Grant

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

We are requesting approval to accept the FY 13/14 grant of \$240,493.03 for traffic enforcement, \$96,186.15 of which will be the required City match (\$144,306.88 in federal funds and \$96,186.15 in local funds). This grant is a 60/40 matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$90,966.15 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$5,220.00 is adequately funded in the Police-532 basic budget for FY 13/14.

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

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

GWR/ph

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2014**

**Organization Name:** City of Plano - Police Department

**Legal Name:** City of Plano

**Payee Identification Number:** 17560006409000

**Project Title:** STEP Comprehensive

**ID:** 2014-PlanoPD-S-1YG-0047

**Period:** 10/01/2013 to 09/30/2014

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **584EGF6127**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **074853573**

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: **\$240,493.03**

Amount Eligible for Reimbursement by the Department: **\$144,306.88**

Match Amount provided by the Subgrantee: **\$96,186.15**

### TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

#### THE SUBGRANTEE

#### THE STATE OF TEXAS

**City of Plano**

[Legal Name of Agency]

Executed for the Executive Director and  
Approved for the Texas Transportation  
Commission for the purpose and effect of  
activating and/or carrying out orders, established  
policies or work programs approved and  
authorized by the Texas Transportation  
Commission

By:

By:

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

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

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

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

By:

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)

\_\_\_\_\_  
[Resolution Number]

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

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

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

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
  2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
  3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

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

#### **ARTICLE 5. AMENDMENTS**

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

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

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

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

#### **ARTICLE 8. RECORDS**

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

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

#### **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

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

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

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

#### **ARTICLE 14. SUBCONTRACTS**

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

#### **ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

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

#### **ARTICLE 17. CONFLICT OF INTEREST**

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

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

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

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address  
[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **ARTICLE 24. DEBARMENT AND SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

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

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee

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

#### **ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

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

### RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

City of Plano - Police Department  
STEP

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hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

### RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
  2. physical inspection of project records and supporting documentation
  3. telephone conversations
  4. e-mails and letters
  5. quarterly review meetings
  6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
  2. Review project accomplishments (performance measures completed, targets achieved)
  3. Document any progress towards self-sufficiency
  4. Account for any approved Program Income earned and expended
  5. Identify exemplary performance or best practices

### Program Element Selection

#### STEP Year Long

DWI	DWI: Driving While Intoxicated
X Speed	Speed: Speed Enforcement
OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
X ITC	ITC: Intersection Traffic Control

#### STEP WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide

#### STEP CMV

Speed, OP and HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations
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### Goals and Strategies

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

**Strategy:** Increase and sustain high visibility enforcement of traffic safety-related laws.

**Strategy:** Increase public education and information campaigns regarding enforcement activities.

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

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

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

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

I agree to the above goals and strategies.

**Baseline Information**

<b>Baseline Year (12 months)</b>	From 1/1/2011 to 12/31/2011	
<b>Baseline Measure</b>	<b>Baseline Number</b>	
Number of speed citations	17524	
Number of Intersection Traffic Control (ITC) citations	4061	
	<b>Baseline Number</b>	<b>Month/Year of Survey</b>
Percentage of speed compliance	32.25 %	

**Law Enforcement Objective/Performance Measure**

<b>Objective/Performance Measure</b>	<b>Target Number</b>
<b>1. Number and type citations/arrests to be issued under STEP</b>	
a. Increase speed citations by	5380
b. Increase ITC citations by	1210
<b>2. Proposed total number of traffic related crashes</b>	
a. Reduce the number of speed-related crashes to	700
b. Reduce the number of ITC-related crashes to	950
<b>3. Increase speed compliance</b>	
a. Increase the speed compliance rate to	36%
<b>4. Number of Enforcement Hours</b>	2600

<b>Step Indicator</b>	<b>3.00</b>
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**Note:** Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

**PI&E Objective Performance/Measure**

<b>Object/Performance Measure</b>	<b>Target Number</b>
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
a. Conduct presentations	10
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	3
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2000

**Operational Plan**

Page Title: ITC 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 4	ITC	W. Parker Rd @ Dallas Pkwy	%	0600-0000/ 7 days a week
2. 7	ITC	Legacy Dr @ Dallas Pkwy	%	0600-0000/ 7 days a week
3. 8	ITC	W. Plano Pkwy @ Preston Rd	%	0600-0000/ 7 days a week
4. 12	ITC	Legacy Dr @ SH 121 SR	%	0600-0000/ 7 days a week
5. 25	ITC	Coit Rd @ George Bush HWY	%	0600-0000/ 7 days a week
6. 26	ITC	Preston Rd @ SH 121 SR	%	0600-0000/ 7 days a week
7. 34	ITC	W. Spring Creek Pky @ NB and SB Central Expressway	%	0600-0000/ 7 days a week

**Operational Plan**

Page Title: ITC 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 40	ITC	Plano Pkwy @ NB and SB Central Expressway SR	%	0600-0000/ 7 days a week
2. 44	ITC	Independence Pkwy @ SH 121 SR	%	0600-0000/ 7 days a week
3. 61	ITC	Coit Rd @ SH 121 SR	%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

**Operational Plan**

Page Title: Speed 1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 50	Speed	100-7999 Legacy Dr (approx. 10 miles) 40mph	24.67%	0600-000/ 7 days a week
2. 52	Speed	100-7000 W. Plano Parkway approx. 9.7miles 45mph	17.33%	0600-000/ 7 days a week
3. 55	Speed	600-7000 Central Expy NB (approx. 4.8 miles) 45mph	26.67%	0600-000/ 7 days a week
4. 57	Speed	1100-8200 Dallas Pkwy SB (approx. 5.1 miles) 45mph	47.33%	0600-000/ 7 days a week
5. 59	Speed	Spring Creek Pkwy (E to W City Limits) approx. 12.3 miles 45mph	43.45%	0600-000/ 7 days a week
6. 60	Speed	Parker Rd (E to W City Limits) approx. 12 miles and 40mph and 35mph zones	34.00%	0600-000/ 7 days a week
7. 65	Speed	Park Blvd (E to W City Limits) approx. 12 miles 40 and 30mph zones	29.67%	0600-000/ 7 days a week

**Operational Plan**

Page Title: Speed 2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days &amp; Times)</u>
1. 66	Speed	Ohio Dr (N to S City Limits) approx. 6.7 miles and 35mph zone	27.33%	0600-0000/ 7 days a week
2. 67	Speed	Jupiter Rd (N to S City Limits) approx. 6.8 miles 35mph	38.00%	0600-0000/ 7 days a week
3. 68	Speed	400-6999 Custer Rd (N to S City Limits) 40mph	34.00%	0600-0000/ 7 days a week
4.			%	
5.			%	
6.			%	
7.			%	

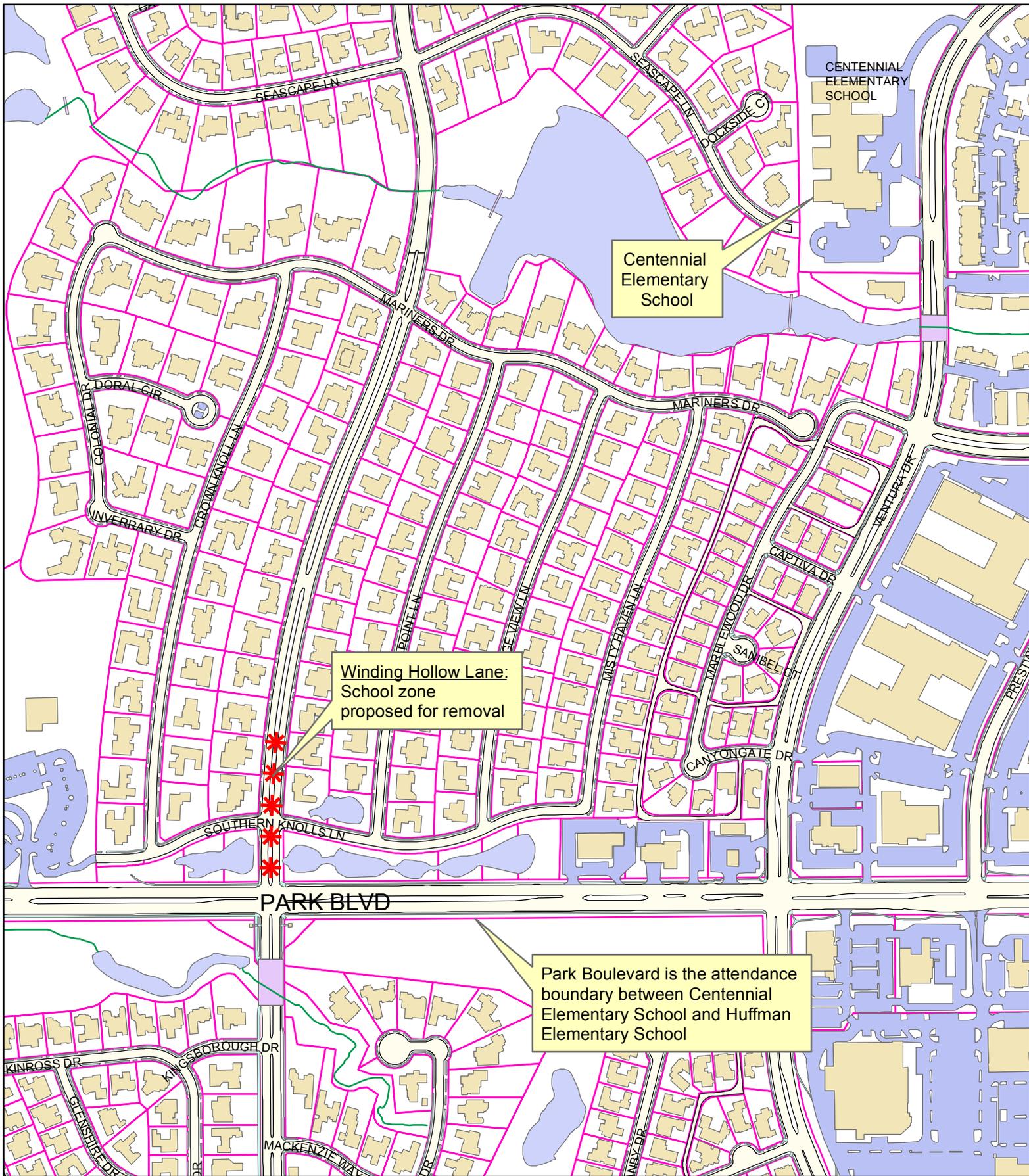
### Budget Summary

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$136,476.88	\$21,744.36	\$158,221.24
(200)	Fringe Benefits:	\$0	\$30,853.14	\$30,853.14
	<b>Sub-Total:</b>	\$136,476.88	\$52,597.50	\$189,074.38
<b>Category II - Other Direct Costs</b>				
(300)	Travel:	\$7,830.00	\$5,220.00	\$13,050.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	<b>Sub-Total:</b>	\$7,830.00	\$5,220.00	\$13,050.00
<b>Total Direct Costs:</b>		\$144,306.88	\$57,817.50	\$202,124.38
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:	\$0	\$38,368.65	\$38,368.65
<b>Summary</b>				
	<b>Total Labor Costs:</b>	\$136,476.88	\$52,597.50	\$189,074.38
	<b>Total Direct Costs:</b>	\$7,830.00	\$5,220.00	\$13,050.00
	<b>Total Indirect Costs:</b>	\$0	\$38,368.65	\$38,368.65
<b>Grand Total</b>		\$144,306.88	\$96,186.15	\$240,493.03
	<b>Fund Sources (Percent Share):</b>	60.00%	40.00%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

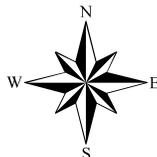


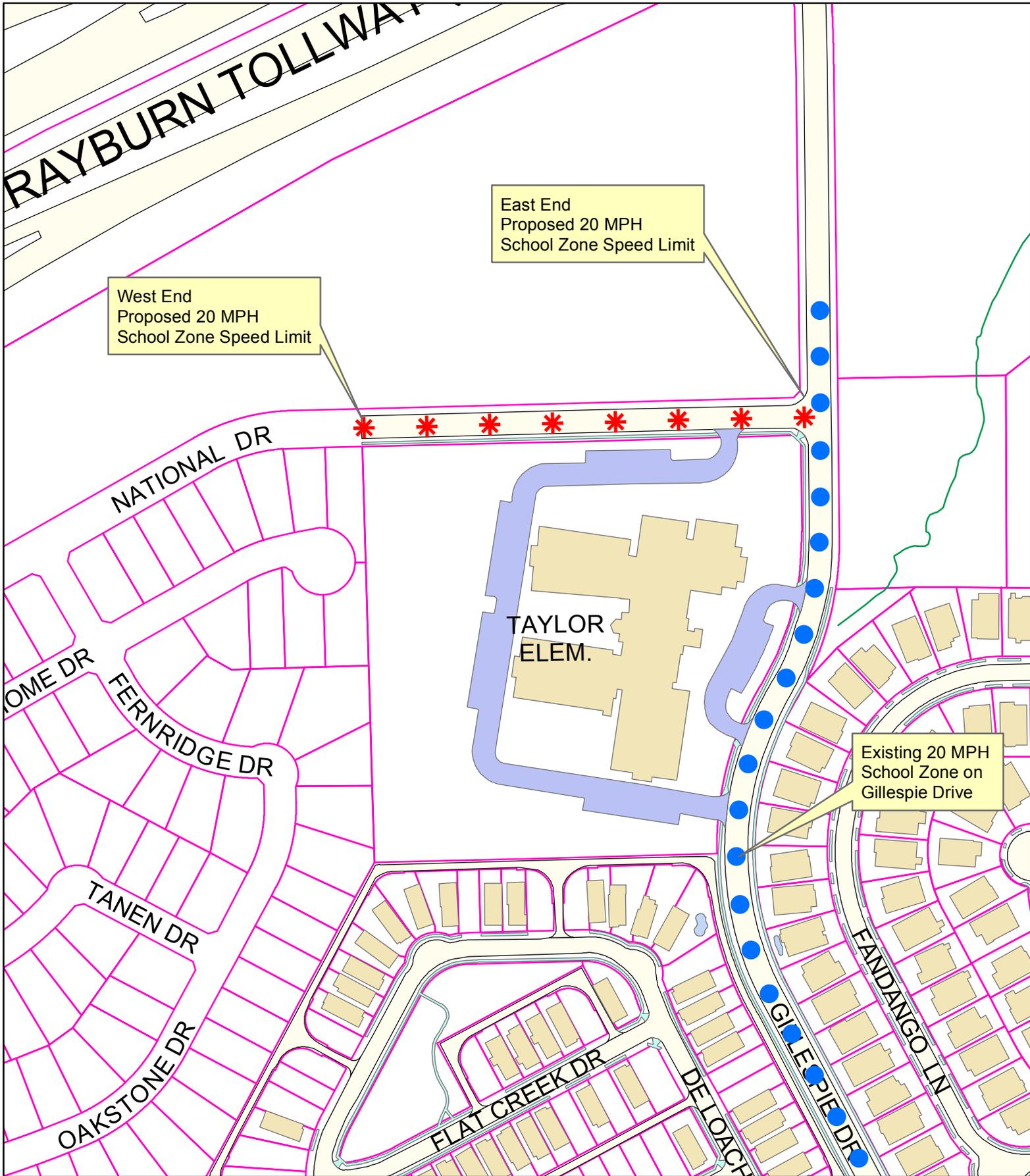
# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/9/2013			
Department:	Engineering				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #):     Kathleen Schonne X-7198					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas, amending Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal a school zone speed limit on Winding Hollow Lane and to enact a school zone speed limit for National Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" 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
BALANCE		0	0	0	0
<b>FUND(S):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item will alter the amount of revenue received by fines; however, at this time the additional or reduced amount of traffic fines to be collected is undeterminable.</p> <p><b>STRATEGIC PLAN GOAL:</b> An ordinance prohibiting parking to improve traffic circulation and emergency response relates to the City's Goal of Safe Large City and Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Transportation Engineering Division (TED) has an ongoing program studying the utilization of school crosswalks within school zones in the City. Last year, staff studied the school crosswalk across Winding Hollow Lane at Southern Knolls Lane at the request of a citizen. Staff found that the crosswalk was no longer being used by students walking to Centennial Elementary School and that the school zone on Winding Hollow Lane was no longer necessary for the safe travel of students. Staff therefore recommends repeal of the school zone speed limit on Winding Hollow Lane at Southern Knolls Lane. PISD administration concurs with this recommendation.</p> <p>Staff also received a request for a new school zone from the FISD administration for National Drive adjacent to Portia Taylor Elementary School. National Drive was recently extended to the west and now provides a travel route between the northbound frontage road of the Sam Rayburn Tollway and Ridgeview Drive via Takalon Drive and Gillespie Drive. Although there are no school crosswalks on National Drive, the Texas Manual on Uniform Traffic Control Devices does allow for the implementation of school zones adjacent to school property. Staff believes that a school zone on National Drive will make the school zone on Gillespie Drive, in front of the school, more effective by slowing traffic prior to the turn onto Gillespie Drive. Staff recommends adoption of a school zone speed limit on National Drive. A proposed ordinance is attached for City Council consideration. The TED recommends adoption of this ordinance.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Ordinance			N/A		
Location Maps					

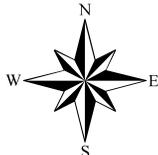


School Zone Modification -  
Winding Hollow Lane at  
Southern Knolls Lane





Proposed School Zone  
on National Drive for  
Taylor Elementary School



**An Ordinance of the City of Plano, Texas, amending Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal a school zone speed limit on Winding Hollow Lane and to enact a school zone speed limit for National Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.**

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

**WHEREAS**, the school zone on Winding Hollow Lane from Park Boulevard to north of Southern Knolls Lane was implemented for the benefit of elementary age school children crossing Winding Hollow Lane; and

**WHEREAS**, a study conducted by the Transportation Engineering Division (TED) found that the school crosswalk on Winding Hollow Lane at Southern Knolls Lane is no longer used by elementary age school children; and

**WHEREAS**, the study conducted by the TED found no benefit in the continued operation of the school zone on Winding Hollow Lane at Southern Knolls Lane; and

**WHEREAS**, the recent construction of Tokalon Drive and extension of National Drive now make a travel route between the northbound frontage road of the Sam Rayburn Tollway and Ridgeview Drive via Gillespie Drive; and

**WHEREAS**, school zone speed limits adjacent to school properties may also serve to reduce the potential for catastrophic pedestrian – vehicle collisions; and

**WHEREAS**, the north property line of Portia Taylor Elementary School abuts National Drive for a distance of approximately 700 feet west of the National Drive/Gillespie Drive intersection; and

**WHEREAS**, the City Council of the City of Plano finds it is necessary and is in the best interest of the City and its citizens to repeal a school zone speed limit on Winding Hollow Lane and to enact a school zone speed limit on National Drive.

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

**Section I.** Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

*“Winding Hollow Lane:*

- (1) Between a point two hundred (200) feet north of Channel Isle Drive and a point two hundred (200) feet south of Channel Isle Drive on school

days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)

(2) Between Park Boulevard and a point two hundred fifty (250) feet north of Southern Knolls Lane on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

**Section II.** Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

*“National Drive:*

(1) Between Gillespie Drive and a point seven hundred ten (710) feet west of Gillespie Drive on school days between 7:20 a.m. and 8:20 a.m. and between 2:35 p.m. and 3:20 p.m. (F)”

*“Winding Hollow Lane:*

(1) Between a point two hundred (200) feet north of Channel Isle Drive and a point two hundred (200) feet south of Channel Isle Drive on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)”

**Section III.** The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zone.

**Section IV.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an Ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. 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 full effect.

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

**Section VI.** Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

**DULY PASSED AND APPROVED** this 9<sup>th</sup> day of September, 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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/9/2013		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matthew Yager, x 5220</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano regarding the Municipal Drainage Utility System and related charges; providing a severability clause, a repealer clause, a savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" 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	6,919,477	<b>6,919,477</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	339,539	<b>339,539</b>
BALANCE	0	0	7,259,016	<b>7,259,016</b>
<b>FUND(S): MUNICIPAL DRAINAGE FUND</b>				
<b>COMMENTS:</b> Approval of this item will increase Municipal Drainage Fee revenue by an estimated \$339,539 for the 2013-14 fiscal year. <b>STRATEGIC PLAN GOAL:</b> Changes to Municipal Drainage Fees relate to the City's Goal of a Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This item modifies existing drainage rates for non-residential customers that were last changed in March 2013. At that time it was decided to phase in drainage fee modifications for non-residential customers through three increases over 18 months. This increase from \$0.068 per 100 square feet of impervious area per month to \$0.075 per 100 square feet is the second of three planned increases. The additional revenues will be used to ensure compliance with revenue bond covenants and continued maintenance and expansion of Plano's Municipal Drainage system.				
List of Supporting Documents: Drainage Rate Change Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending Section 21-2 (f) of Article I, Chapter 21, Utilities, of the Code of Ordinances of the City of Plano regarding the Municipal Drainage Utility System and related charges; providing a severability clause, a repealer clause, a savings clause, and an effective date.**

**WHEREAS**, on July 27, 1992, the City Council of the City of Plano, Texas adopted Ordinance Nos. 92-7-41 and 92-7-42 creating a Municipal Drainage Utility System and establishing monthly drainage charges for developed properties discharging water into the City's storm water drainage system, said ordinances being codified as Section 21-1 and 21-2 of Article I of Chapter 21 of the City Code of Ordinances (the "Code Sections"); and

**WHEREAS**, the City Council previously revised drainage rates effective October 1, 2002 by Ordinance No. 2002-9-12 and revised the Best Management Practices and associated drainage fee credits by Ordinance No. 2006-4-26 on April 24, 2006; and

**WHEREAS**, the City Council previously revised certain drainage rates effective April 1, 2013 by Ordinance No. 2013-3-9 on March 25, 2013; and

**WHEREAS**, the current revenues generated by the present drainage rates for non-residential properties are not sufficient to cover the costs associated with the operation and maintenance of the storm drainage system or satisfy the covenants in its Municipal Drainage Revenue Bonds; and

**WHEREAS**, additional revisions to the Code are necessary to revise rates for non-residential properties and references to the types of properties; and

**WHEREAS**, the City Council further finds and determines that such modifications to the drainage rates and references are in the best interest of the City and its citizens and that the new rates and revisions to the Code should be adopted with this ordinance.

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

**Section I.** Section 21-2 (f) of Article I, Chapter 21 Utilities of the Code of Ordinances of the City of Plano is hereby amended in its entirety to read as follows:

- "(f) The following rates are hereby established and shall be collected through the city's public utility billing department:

Residential Customer Class	Size of Impervious Area (in square feet)*	Monthly Fee
R-1	Less than 4,750	\$3.15
R-2	4,750 to 6,450	4.62
R-3	Greater than 6,450	5.95

\* Includes footprint of first floor, patio, garage, and a pro rata portion adjustment of three thousand (3,000) square feet for streets, alleys, and sidewalks.

Duplex properties shall have the same monthly fee as R-1, R-2, and R-3 (depending on the size of the impervious area) if the duplex is under single ownership. If each side of the duplex is individually metered, the fee for each half shall be one-half, (½) the total fee as calculated for the duplex.

For all other properties including but not limited to apartment, commercial, industrial, office, religious institution, public or private school, and governmental and quasi-governmental entities, the monthly fee shall be based upon seventy five hundredths cents (\$0.075) per one hundred (100) square feet of total impervious area of the improved property. The total impervious area includes ten (10) percent additional area for the street and sidewalk adjustment. The minimum fee shall be three dollars and fifteen cents (\$3.15), per property."

**Section II.** The fees for Residential Customer Class are not changed by the passage of this Ordinance. Except for Residential Customer Class, the fees for all other properties described in Section I of this Ordinance shall be effective for all bills rendered on and after October 1, 2013. For bills rendered prior to October 1, the current fee of sixty-eight hundredths cents (\$0.068) shall remain in effect.

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared

unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

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

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

**DULY PASSED AND APPROVED** this the 9<sup>TH</sup> day of September, 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:		9/9/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Casey Srader, x5152</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2013, and terminating September 30, 2014; and providing an effective date. (Public Hearing held on August 12, 2013.)				
<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
FUND(S): <b>VARIOUS</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
This Ordinance adopts the Operating Budget for Fiscal Year 2013-14 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.				
List of Supporting Documents: Fund Summaries			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2013, and terminating September 30, 2014; and providing an effective date.**

**WHEREAS**, following public notice duly posted and published as required by law, a Public Hearing was held on August 12, 2013, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget of the City of Plano for Fiscal Year 2013-14 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

**WHEREAS**, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Operating Budget, after which said public hearing was closed; and

**WHEREAS**, the City Council, upon full consideration of the matter, is of the opinion that the Operating Budget hereinafter set forth is proper and should be approved and adopted.

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

**Section I.** Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2013, and terminating September 30, 2014, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$217,000,939
B.	General Fund - Transfer to Capital Reserve Fund:	15,000,000
C.	General Fund - Transfer to Property & Liability Loss Fund:	4,032,565
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to PTN Fund:	250,000
F.	General Fund - Transfer to Economic Development Incentive Fund:	6,341,179
G.	Convention & Tourism Fund - Operating Appropriation:	7,521,637
H.	Convention & Tourism Fund - Transfer to General Fund:	349,693

I.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
J.	Water & Sewer Fund - Operating Appropriation:	92,535,957
K.	Water & Sewer Fund - Transfer to General Fund:	18,674,664
L.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,730,742
M.	Water & Sewer Fund – Transfer to Capital Reserve:	3,000,000
N.	Water & Sewer Fund - Transfer to Property & Liability Loss Fund:	759,784
O.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
P.	Water & Sewer Fund - Transfer to Reserve Fund:	2,000,000
Q.	Water & Sewer Fund - Transfer to Technology Services Fund:	2,383,840
R.	Water & Sewer Fund - Transfer to Sustainability:	100,000
S.	Sustainability & Environmental Services Fund - Operating Appropriation:	21,406,827
T.	Sustainability & Environmental Services Fund - Transfer to General Fund:	919,646
U.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
V.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	364,361
W.	Municipal Drainage Fund - Operating Appropriation:	2,818,775
X.	Municipal Drainage Fund - Transfer to General Fund:	508,131
Y.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000
Z.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	3,010,927

AA.	Recreation Revolving Fund - Operating Appropriation:	3,412,945
BB.	Recreation Fund - Transfer to General Fund:	192,384
CC.	Golf Course Fund - Operating Appropriation:	849,608
DD.	Golf Course Fund - Transfer to General Fund:	52,339
EE.	Property & Liability Loss Fund - Operating Appropriation:	5,456,624
FF.	HUD Grant Fund - Operating Appropriation:	1,535,127
GG.	PTN Fund - Operating Appropriation:	1,229,495
HH.	Criminal Investigation Fund - Operating Appropriation:	400,500
II.	Technology Fund - Operating Appropriation:	3,285,658
JJ.	Technology Fund - Transfer to PTN Fund:	250,000
KK.	PC Replacement Fund - Operating Appropriation:	834,007
LL.	General Obligation Bond - Debt Service Appropriation:	42,148,314

**Section II.** This ordinance shall be in full force and effect from and after its adoption.

**DULY PASSED AND APPROVED** this the 9<sup>th</sup> day of September, 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**

## COMBINED BUDGET

	Actuals 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>BEGINNING BALANCES</b>					
<b>Operating Funds:</b>					
General Fund	\$44,362,353	\$35,571,885	\$52,523,651	\$37,948,439	6.7%
Water & Sewer Fund	28,657,405	19,458,052	24,451,298	25,567,469	31.4%
Sustainability & Env. Svc. Fund	2,918,899	2,319,565	2,758,454	3,248,177	40.0%
Convention & Tourism Fund	2,620,893	1,999,338	2,429,176	1,468,474	-26.6%
Municipal Drainage Utility Fund	3,996,522	1,740,414	3,406,069	2,006,368	15.3%
Recreation Revolving Fund	668,665	707,230	1,139,824	1,357,141	91.9%
Municipal Golf Course Fund	(13,258)	61,220	34,014	126,942	107.4%
PTN Fund	438,558	246,097	784,862	5,394	-97.8%
<b>TOTAL OPERATING FUNDS</b>	<b>\$83,650,037</b>	<b>\$62,103,801</b>	<b>\$87,527,348</b>	<b>\$71,728,404</b>	<b>15.5%</b>
<b>Debt Service Funds:</b>					
General Obligation	\$2,035,641	\$2,183,037	\$2,224,744	\$1,542,160	-29.4%
Water & Sewer Revenue	340,240	389,859	387,918	0	-100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$2,375,881</b>	<b>\$2,572,897</b>	<b>\$2,612,662</b>	<b>\$1,542,160</b>	<b>-40.1%</b>
<b>TOTAL BEGINNING BALANCES</b>	<b>\$86,025,918</b>	<b>\$64,676,698</b>	<b>\$90,140,010</b>	<b>\$73,270,563</b>	<b>13.3%</b>
<b>REVENUES &amp; TRANSFERS IN</b>					
<b>Operating Funds:</b>					
General Fund	\$219,141,710	\$212,276,578	\$215,772,734	\$223,719,945	5.4%
Water & Sewer Fund	116,304,795	121,491,168	121,094,626	127,276,413	4.8%
Sustainability & Env. Svc. Fund	22,980,458	23,728,689	23,425,705	23,906,347	0.7%
Convention & Tourism Fund	6,504,530	6,783,046	6,739,522	6,993,852	3.1%
Municipal Drainage Utility Fund	5,245,826	5,292,988	6,166,468	7,305,916	38.0%
HUD Grant Fund	1,741,795	1,318,704	1,469,173	1,535,127	16.4%
Recreation Revolving Fund	3,886,793	3,546,005	3,822,600	3,847,676	8.5%
Municipal Golf Course Fund	933,533	961,895	1,005,757	1,046,780	8.8%
PTN Fund	1,180,234	1,290,808	1,285,996	1,287,156	-0.3%
<b>TOTAL OPERATING FUNDS</b>	<b>\$377,919,674</b>	<b>\$376,689,881</b>	<b>\$380,782,581</b>	<b>\$396,919,214</b>	<b>5.4%</b>
<b>Debt Service Funds:</b>					
General Obligation	\$43,315,679	\$43,516,973	\$43,227,168	\$42,446,662	-2.5%
Water & Sewer Revenue	405,478	5,848	5,000	0	-100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$43,721,157</b>	<b>\$43,522,821</b>	<b>\$43,232,168</b>	<b>\$42,446,662</b>	<b>-2.5%</b>
<b>TOTAL REVENUE &amp; TRANSFERS IN</b>	<b>\$421,640,831</b>	<b>\$420,212,702</b>	<b>\$424,014,749</b>	<b>\$439,365,876</b>	<b>4.6%</b>
Less: Interfund Transfers	18,976,056	19,060,214	19,190,124	19,696,857	3.3%
<b>NET BUDGET REVENUE</b>	<b>\$402,664,775</b>	<b>\$401,152,487</b>	<b>\$404,824,625</b>	<b>\$419,669,019</b>	<b>4.6%</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$488,690,693</b>	<b>\$465,829,185</b>	<b>\$494,964,635</b>	<b>\$492,939,582</b>	<b>5.8%</b>

**APPROPRIATIONS & TRANSFERS OUT****Operations:**

General Fund	\$210,980,412	\$230,749,054	\$230,347,946	\$243,624,683	5.6%
Water & Sewer Fund	120,510,902	123,897,563	119,978,457	132,484,987	6.9%
Sustainability & Env. Svc. Fund	23,140,903	23,541,039	22,935,982	22,908,073	-2.7%
Convention & Tourism Fund	6,696,247	7,817,821	7,700,224	7,891,330	0.9%
Municipal Drainage Utility Fund	5,836,279	6,037,718	6,074,830	6,357,833	5.3%
HUD Grant Fund	1,741,795	1,318,704	1,469,173	1,535,127	16.4%
Recreation Revolving Fund	3,415,634	3,623,271	3,605,283	3,605,329	-0.5%
Municipal Golf Course Fund	886,261	885,698	912,829	901,947	1.8%
PTN Fund	833,930	1,393,171	2,065,464	1,229,495	-11.7%
<b>TOTAL OPERATIONS</b>	<b>\$374,042,363</b>	<b>\$399,264,039</b>	<b>\$395,090,188</b>	<b>\$420,538,803</b>	<b>5.3%</b>

**Debt Service Funds:**

General Obligation	\$43,126,576	\$44,147,296	\$43,909,753	\$42,148,314	-4.7%
Water & Sewer Revenue	357,800	395,707	392,918	0	-100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$43,484,376</b>	<b>\$44,543,003</b>	<b>\$44,302,671</b>	<b>\$42,148,314</b>	<b>-5.7%</b>
<b>TOTAL APPROPRIATIONS &amp; TRANSFERS OUT</b>	<b>\$417,526,739</b>	<b>\$443,807,042</b>	<b>\$439,392,858</b>	<b>\$462,687,117</b>	<b>4.3%</b>
Less: Interfund Transfers	18,976,056	19,060,214	19,190,124	19,696,857	3.3%
<b>NET BUDGET APPROPRIATIONS</b>	<b>\$398,550,683</b>	<b>\$424,746,828</b>	<b>\$420,202,734</b>	<b>\$442,990,260</b>	<b>4.3%</b>

**ENDING BALANCES****Operating Funds:**

General Fund	\$52,523,651	\$17,099,409	\$37,948,439	\$18,043,701	5.5%
Water & Sewer Fund	24,451,298	17,051,657	25,567,469	20,358,895	19.4%
Sustainability & Env. Svc. Fund	2,758,454	2,507,215	3,248,177	4,246,450	69.4%
Convention & Tourism Fund	2,429,176	964,563	1,468,474	570,997	-40.8%
Municipal Drainage Utility Fund	3,406,069	995,684	2,006,368	2,954,452	196.7%
Recreation Revolving Fund	1,139,824	629,964	1,357,141	1,599,488	153.9%
Municipal Golf Course Fund	34,014	137,417	126,942	271,777	97.8%
PTN Fund	784,862	143,734	5,394	63,055	-56.1%
<b>TOTAL OPERATING FUNDS</b>	<b>\$87,527,348</b>	<b>\$39,529,643</b>	<b>\$71,728,404</b>	<b>\$48,108,815</b>	<b>21.7%</b>

**Debt Service Funds:**

General Obligation	\$2,224,744	\$1,552,714	\$1,542,160	\$1,840,508	18.5%
Water & Sewer Revenue	387,918	0	0	0	-100.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$2,612,662</b>	<b>\$1,552,715</b>	<b>\$1,542,160</b>	<b>\$1,840,508</b>	<b>18.5%</b>
<b>TOTAL ENDING BALANCES</b>	<b>\$90,140,010</b>	<b>\$41,082,358</b>	<b>\$73,270,563</b>	<b>\$49,949,322</b>	<b>21.6%</b>
<b>TOTAL APPROPRIATIONS &amp; ENDING BALANCES</b>	<b>\$488,690,693</b>	<b>\$465,829,185</b>	<b>\$493,473,297</b>	<b>\$492,939,583</b>	<b>5.8%</b>

## GENERAL FUND

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$44,362,353</b>	<b>\$35,571,885</b>	<b>\$50,386,953</b>	<b>\$37,948,439</b>	<b>6.7%</b>
Encumbrance Adjustment			2,136,698		
<b>Revenues</b>					
Taxes	\$149,447,935	\$141,598,867	\$143,873,717	\$151,088,983	6.7%
Franchise Fees	21,895,025	23,258,033	22,596,715	22,792,394	-2.0%
Fines & Forfeits	7,808,267	7,528,935	8,283,141	8,080,568	7.3%
Miscellaneous Revenue	1,706,665	1,925,553	1,747,231	1,757,231	-8.7%
Licenses & Permits	6,976,695	6,992,156	7,847,231	7,434,133	6.3%
Charges for Services	12,113,315	11,236,294	11,707,526	12,342,731	9.8%
Intergovernmental Revenue	1,020,171	1,176,526	1,027,049	1,027,049	-12.7%
Subtotal Revenues	<u>\$200,968,073</u>	<u>\$193,716,364</u>	<u>\$197,082,610</u>	<u>\$204,523,089</u>	<u>5.6%</u>
Intragovernmental Transfers	18,173,637	18,560,214	18,690,124	19,196,857	3.4%
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>\$219,141,710</b>	<b>\$212,276,578</b>	<b>\$215,772,734</b>	<b>\$223,719,945</b>	<b>5.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$263,504,063</b>	<b>\$247,848,463</b>	<b>\$268,296,385</b>	<b>\$261,668,384</b>	<b>5.6%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$145,972,124	\$156,607,912	\$154,439,848	\$164,740,888	5.2%
Materials & Supplies	5,383,883	7,139,103	7,514,691	6,985,366	-2.2%
Contractual	38,326,614	42,500,935	42,539,013	44,495,568	4.7%
Community Services Agencies	263,500	263,500	263,500	385,533	46.3%
Sundry	781,915	1,483,503	1,625,027	1,942,927	31.0%
Reimbursements	(2,394,114)	(2,457,350)	(2,593,124)	(2,683,143)	9.2%
Subtotal	<u>\$188,333,922</u>	<u>\$205,537,603</u>	<u>\$203,788,955</u>	<u>\$215,867,139</u>	<u>5.0%</u>
Capital Outlay	1,271,121	1,243,000	1,904,566	1,133,800	-8.8%
<b>TOTAL OPERATIONS</b>	<b>\$189,605,043</b>	<b>\$206,780,603</b>	<b>\$205,693,521</b>	<b>\$217,000,939</b>	<b>4.9%</b>
Capital Reserve	\$10,500,000	\$12,875,000	\$12,875,000	\$15,000,000	16.5%
Property & Liability Loss Fund	4,788,225	3,300,672	3,986,646	4,032,565	22.2%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%
PTN Fund	150,000	250,000	250,000	250,000	0.0%
Economic Development Incentive Fund	4,937,144	6,542,779	6,542,779	6,341,179	-3.1%
<b>TOTAL TRANSFERS</b>	<b>\$21,375,369</b>	<b>\$23,968,451</b>	<b>\$24,654,425</b>	<b>\$26,623,744</b>	<b>11.1%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$210,980,412</b>	<b>\$230,749,054</b>	<b>\$230,347,946</b>	<b>\$243,624,683</b>	<b>5.6%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$52,523,651</b>	<b>\$17,099,409</b>	<b>\$37,948,439</b>	<b>\$18,043,701</b>	<b>5.5%</b>
<b>Days of Operation</b>				30	

## GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>Taxes</b>					
Ad Valorem Taxes:					
Current	\$77,412,520	\$80,221,336	\$80,598,579	\$86,947,572	8.4%
Delinquent	493,543	818,668	396,811	889,118	8.6%
Penalty & Interest	452,697	409,334	453,948	444,559	8.6%
Sales Tax	69,868,331	59,036,697	61,103,635	61,503,635	4.2%
Mixed Drink Tax	1,061,390	953,544	1,137,195	1,144,018	20.0%
Bingo Gross Receipts Tax	80,383	80,216	80,527	81,010	1.0%
Excess Proceeds on Taxes	79,071	79,071	103,022	79,071	0.0%
<b>TOTAL TAXES</b>	<b>\$149,447,935</b>	<b>\$141,598,867</b>	<b>\$143,873,717</b>	<b>\$151,088,983</b>	<b>6.7%</b>
<b>Franchise Fees</b>					
Electrical Franchise	\$12,195,765	\$12,108,633	\$12,002,066	\$12,122,087	0.1%
Telephone Franchise	4,062,394	4,073,362	4,128,796	4,128,796	1.4%
Fiber Optics Franchise	31,904	31,903	31,903	31,903	0.0%
Gas Franchise	2,629,673	3,140,619	2,263,675	2,297,630	-26.8%
Cable TV Franchise	2,975,289	3,903,515	4,170,275	4,211,978	7.9%
<b>TOTAL FRANCHISE FEES</b>	<b>\$21,895,025</b>	<b>\$23,258,033</b>	<b>\$22,596,715</b>	<b>\$22,792,394</b>	<b>-2.0%</b>
<b>Fines &amp; Forfeits</b>					
Municipal Court	\$7,445,878	\$7,176,000	\$7,930,206	\$7,725,515	7.7%
Library Fines	362,389	352,935	352,935	355,053	0.6%
<b>TOTAL FINES &amp; FORFEITS</b>	<b>\$7,808,267</b>	<b>\$7,528,935</b>	<b>\$8,283,141</b>	<b>\$8,080,568</b>	<b>7.3%</b>
<b>Miscellaneous Revenue</b>					
Interest Earnings	\$525,308	\$600,000	\$500,000	\$500,000	-16.7%
Sale/Rental of Property	469,902	491,391	491,391	491,391	0.0%
Insurance Collections	250,326	328,322	250,000	260,000	-20.8%
Sundry	461,129	505,840	505,840	505,840	0.0%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>\$1,706,665</b>	<b>\$1,925,553</b>	<b>\$1,747,231</b>	<b>\$1,757,231</b>	<b>-8.7%</b>
<b>Licenses and Permits</b>					
Food Handlers Permits	\$588,920	\$568,036	\$594,997	\$598,567	5.4%
Land / Burning / Liquid Waste	24,970	24,412	27,095	27,258	11.7%
Grease Trap Permits	40,750	40,958	40,958	41,204	0.6%
Fire Inspection Fees	216,035	300,000	250,000	250,000	-16.7%
Rental Registration Fees	233,986	274,898	246,494	247,973	-9.8%
Animal Licenses	132,952	133,939	133,939	134,743	0.6%
Restaurant Plan Review	30,000	31,848	36,000	36,216	13.7%
Alarm Permits	1,414,445	1,418,427	1,418,427	1,426,938	0.6%
Filing Fees	275,017	261,827	263,600	263,600	0.7%
Fire Protection Plan Review	241,476	267,391	267,391	267,391	0.0%
Building Permits	2,645,075	2,546,659	3,295,714	2,867,229	12.6%
Electrical Permits	95,305	97,200	101,948	101,948	4.9%
Plumbing Permits	273,759	285,789	280,429	280,429	-1.9%
Heating & A/C Permits	138,267	142,014	134,173	134,173	-5.5%
Fence Permits	39,000	38,489	46,567	46,567	21.0%
Swimming Pool Permits	34,637	33,247	40,541	40,541	21.9%
Pool Inspection	62,602	66,491	66,491	66,890	0.6%
Irrigation Permits	55,133	50,682	65,506	65,506	29.2%
Day Laborer Fees	13,870	14,600	16,630	16,630	13.9%
Sign Permits	126,111	124,836	139,294	139,294	11.6%
Reoccupancy Permits	138,200	130,403	132,140	132,140	1.3%
Misc. Licenses & Permits	156,185	140,011	248,898	248,898	77.8%
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>\$6,976,695</b>	<b>\$6,992,156</b>	<b>\$7,847,231</b>	<b>\$7,434,133</b>	<b>6.3%</b>

**Fees & Service Charges**

Animal Pound & Adoption Fee	\$228,643	\$232,806	\$232,806	\$234,203	0.6%
Ambulance Service	3,749,187	3,450,187	3,450,187	3,870,888	12.2%
False Alarm Response	234,203	252,757	252,757	254,274	0.6%
Emergency 911	958,003	958,926	984,266	990,172	3.3%
Contractor Registration Fee	209,906	203,832	215,138	215,138	5.5%
Engineering Inspection Fee	553,326	250,000	350,000	350,000	40.0%
Residential Building Plan Review	48,240	44,295	52,230	52,230	17.9%
Reinspection Fee	91,125	94,519	69,994	69,994	-25.9%
File Searches	40,681	41,608	41,608	41,858	0.6%
Same Day Inspection Fee	80,975	70,110	75,110	75,110	7.1%
Convenience Copiers	11,515	13,923	10,568	10,631	-23.6%
Lease Fees	162,122	150,000	162,122	162,122	8.1%
Recreation User Fee	548,180	605,733	520,968	660,358	9.0%
Recreation Rental Fee	169,749	170,646	170,646	171,670	0.6%
Swimming Fees	807,832	799,599	811,343	816,211	2.1%
Recreation Membership Card Fee	2,520,297	2,280,276	2,580,276	2,580,276	13.2%
Tennis Center Fee	203,938	212,397	212,397	221,671	4.4%
Food Manager/Handler Training	64,929	61,649	61,649	62,019	0.6%
Tree Trimming Assessments	84,040	82,512	112,129	112,802	36.7%
Child Safety Fees	109,068	103,316	114,127	114,812	11.1%
Sundry	1,237,356	1,157,205	1,227,205	1,276,293	10.3%
<b>TOTAL FEES &amp; SVC CHARGES</b>	<b>\$12,113,315</b>	<b>\$11,236,294</b>	<b>\$11,707,526</b>	<b>\$12,342,731</b>	<b>9.8%</b>
<b>Intergovernmental Revenue</b>					
FISD School Liaisons	107,917	112,320	107,917	107,917	-3.9%
PISD School Liaisons	554,448	577,170	554,448	554,448	-3.9%
Plano-Richardson Trng. Ctr. / Misc.	156,554	285,784	160,000	160,000	-44.0%
Interlocal Radio System Access	201,252	201,252	204,684	204,684	1.7%
<b>TOTAL INTERGOVT'L REVENUE</b>	<b>\$1,020,171</b>	<b>\$1,176,526</b>	<b>\$1,027,049</b>	<b>\$1,027,049</b>	<b>-12.7%</b>
<b>TOTAL REVENUE</b>	<b>\$200,968,073</b>	<b>\$193,716,364</b>	<b>\$197,082,611</b>	<b>\$204,523,089</b>	<b>5.6%</b>
<b>Intragovernmental Transfers</b>					
Intra-Fund Transfers From:					
Water & Sewer Fund	\$16,367,049	\$16,721,109	\$16,774,484	\$17,174,664	2.7%
Sustain. & Environ. Services Fund	890,475	907,332	908,876	919,646	1.4%
Recreation Revolving Fund	177,693	177,300	191,130	192,384	8.5%
Golf Course Fund	48,025	48,095	50,288	52,339	8.8%
Convention & Tourism Fund	329,319	339,152	336,976	349,693	3.1%
Municipal Drainage Fund	361,076	367,226	428,370	508,131	38.4%
<b>TOTAL INTRAGOV'T'L TRANSFERS</b>	<b>\$18,173,637</b>	<b>\$18,560,214</b>	<b>\$18,690,124</b>	<b>\$19,196,857</b>	<b>3.4%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$219,141,710</b>	<b>\$212,276,578</b>	<b>\$215,772,735</b>	<b>\$223,719,945</b>	<b>5.4%</b>

## CONVENTION & TOURISM

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$2,620,893</b>	<b>\$1,999,339</b>	<b>\$2,429,176</b>	<b>\$1,468,474</b>	<b>-26.6%</b>
<b>Revenues</b>					
Hotel/Motel Receipts	\$4,669,257	\$4,905,020	\$4,905,020	\$5,123,120	4.4%
Civic Center Fees	1,809,578	1,846,996	1,811,502	1,847,732	0.0%
Miscellaneous	3,102	1,030	3,000	3,000	0.0%
Interest Income	22,593	30,000	20,000	20,000	-33.3%
<b>TOTAL REVENUES</b>	<b>\$6,504,530</b>	<b>\$6,783,046</b>	<b>\$6,739,522</b>	<b>\$6,993,852</b>	<b>3.1%</b>
<b>TOTAL RESOURCES</b>	<b>\$9,125,423</b>	<b>\$8,782,385</b>	<b>\$9,168,698</b>	<b>\$8,462,326</b>	<b>-3.6%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expenses</b>					
Convention & Visitors Bureau	\$1,565,440	\$1,861,908	\$1,910,424	\$1,795,535	-3.6%
Civic Center Operations	3,115,401	3,473,575	3,303,883	3,735,166	7.5%
Support of the Arts	685,153	735,583	735,583	768,468	4.5%
Historic Preservation	685,153	735,583	735,583	768,468	4.5%
Special Events	139,089	157,190	162,945	165,000	5.0%
Civic Center Equip.Rpl. Charge	131,162	484,830	484,830	200,000	0.0%
Subtotal	\$6,321,398	\$7,448,669	\$7,333,248	\$7,432,637	-0.2%
Capital Outlay	25,530	10,000	10,000	89,000	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$6,346,928</b>	<b>\$7,458,669</b>	<b>\$7,343,248</b>	<b>\$7,521,637</b>	<b>0.8%</b>
Transfer to General Fund	\$349,319	\$339,153	\$336,976	\$349,693	3.1%
Transfer to Technology Fund	0	20,000	20,000	20,000	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$349,319</b>	<b>\$359,153</b>	<b>\$356,976</b>	<b>\$369,693</b>	<b>2.9%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$6,696,247</b>	<b>\$7,817,822</b>	<b>\$7,700,224</b>	<b>\$7,891,330</b>	<b>0.9%</b>
<b>WORKING CAPITAL</b>	<b>\$2,429,176</b>	<b>\$964,563</b>	<b>\$1,468,474</b>	<b>\$570,997</b>	<b>-40.8%</b>
<b>Days of Operation</b>				<b>28</b>	

## WATER & SEWER

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$28,657,405</b>	<b>\$19,458,052</b>	<b>\$24,451,298</b>	<b>\$25,567,469</b>	<b>31.4%</b>
<b>Revenues</b>					
Water Income	\$61,280,861	\$66,166,883	\$67,542,617	\$72,352,183	9.3%
Sewer Income	49,904,690	52,070,000	50,048,094	51,415,572	-1.3%
Water Taps	76,438	85,282	103,242	104,274	22.3%
Water & Sewer Penalties	1,343,323	1,388,436	1,388,436	1,405,097	1.2%
Water Meters	293,939	217,457	217,457	219,631	1.0%
Construction Water	230,092	211,530	223,814	226,052	6.9%
Service Connect Fee	191,150	187,983	219,883	222,082	18.1%
Backflow Testing	454,065	446,760	485,575	490,431	9.8%
Sewer Tie-On	26,825	25,324	25,750	26,008	2.7%
Pre-Treatment Permits	40,550	41,514	32,520	32,845	-20.9%
Interest Earnings	176,155	150,000	150,000	120,000	-20.0%
Education Building	157,239	0	157,239	157,239	100.0%
Sale of Land to TIF II	1,631,652	0	0	0	0.0%
Misc. Income	497,816	500,000	500,000	505,000	1.0%
<b>TOTAL REVENUES</b>	<b>\$116,304,795</b>	<b>\$121,491,168</b>	<b>\$121,094,626</b>	<b>\$127,276,413</b>	<b>4.8%</b>
<b>TOTAL RESOURCES</b>	<b>\$144,962,200</b>	<b>\$140,949,220</b>	<b>\$145,545,924</b>	<b>\$152,843,882</b>	<b>8.4%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$8,921,095	\$9,323,502	\$9,468,617	\$9,603,370	3.0%
Materials & Supplies	9,541,847	2,018,807	1,889,767	2,021,087	0.1%
Contractual	4,263,633	5,514,698	4,777,187	5,064,333	-8.2%
NTMWD - Water	37,660,182	45,423,675	43,259,793	50,233,241	10.6%
NTMWD - Wastewater	13,148,495	15,581,649	14,620,770	14,824,489	-4.9%
NTMWD - Upper E. Fork Interceptor	8,193,672	8,680,632	8,183,316	8,420,340	-3.0%
Retirement of NTMWD Debt	813,498	820,560	818,055	831,485	1.3%
Sundry	1,262,333	646,123	647,535	647,908	0.3%
Reimbursements	655,643	810,435	860,597	875,704	8.1%
Subtotal	<b>\$84,460,398</b>	<b>\$88,820,081</b>	<b>\$84,525,637</b>	<b>\$92,521,957</b>	<b>4.2%</b>
Capital Outlay	144,530	26,500	76,467	14,000	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$84,604,928</b>	<b>\$88,846,581</b>	<b>\$84,602,104</b>	<b>\$92,535,957</b>	<b>4.2%</b>
Transfer to General Fund	\$16,367,049	\$16,721,109	\$16,774,484	\$17,174,664	2.7%
Transfer to Debt Service	402,419	0	0	0	0.0%
Transfer to W & S CIP	9,724,088	7,461,484	7,461,484	12,730,742	70.6%
Transfer to Capital Reserve	3,000,000	3,000,000	3,000,000	3,000,000	0.0%
Transfer to Loss Fund	654,555	658,372	753,639	759,784	15.4%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%
Transfer to Reserve Fund	3,000,000	3,000,000	3,000,000	2,000,000	100.0%
Transfer to Meter/AMR Rep. Fund	0	1,500,000	1,500,000	1,500,000	100.0%
Transfer to Technology Services	2,357,863	2,310,017	2,486,745	2,383,840	3.2%
Transfer for Sustainability	100,000	100,000	100,000	100,000	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$35,905,974</b>	<b>\$35,050,982</b>	<b>\$35,376,352</b>	<b>\$39,949,030</b>	<b>14.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$120,510,902</b>	<b>\$123,897,563</b>	<b>\$119,978,457</b>	<b>\$132,484,987</b>	<b>6.9%</b>
<b>WORKING CAPITAL</b>	<b>\$24,451,298</b>	<b>\$17,051,657</b>	<b>\$25,567,469</b>	<b>\$20,358,895</b>	<b>19.4%</b>
<b>Days of Operation</b>				80	

## SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$2,918,899</b>	<b>\$2,319,565</b>	<b>\$2,758,454</b>	<b>\$3,248,177</b>	<b>40.0%</b>
<b>Revenues</b>					
Commercial Franchise	\$6,498,108	\$6,903,270	\$6,903,270	\$7,041,335	2.0%
Special Refuse Collection	72,130	53,680	75,742	76,196	41.9%
Residential Collection	12,524,494	12,658,584	12,658,584	12,810,487	1.2%
Allied Waste, Inc.	90,092	81,072	81,072	82,693	2.0%
Recycling	653,706	713,080	412,619	415,095	-41.8%
Sales of Landscape Bags	34,922	249,621	249,621	251,119	0.6%
Contributions via Utility Billing	9,908	11,646	11,646	11,716	0.6%
Sale of Compost	1,551,979	1,474,684	1,474,684	1,483,532	0.6%
Tipping Fees	839,137	829,723	829,723	834,701	0.6%
Miscellaneous	449,331	481,197	481,197	486,009	1.0%
Reimbursements	156,651	172,131	147,547	203,463	18.2%
Sustainability Program Transfer	100,000	100,000	100,000	100,000	0.0%
Construction & Demolition Program	0	0	0	110,000	100.0%
<b>TOTAL REVENUES</b>	<b>\$22,980,458</b>	<b>\$23,728,688</b>	<b>\$23,425,705</b>	<b>\$23,906,347</b>	<b>0.7%</b>
<b>TOTAL RESOURCES</b>	<b>\$25,899,357</b>	<b>\$26,048,253</b>	<b>\$26,184,159</b>	<b>\$27,154,524</b>	<b>4.2%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$6,139,567	\$6,284,005	\$6,472,882	\$6,615,890	5.3%
Materials & Supplies	388,184	463,592	476,094	453,426	-2.2%
Contractual	6,996,691	7,665,627	7,342,992	7,614,403	-0.7%
NTMWD	7,398,953	7,569,187	6,637,318	6,457,610	-14.7%
Sundry	378,567	126,298	197,321	127,784	1.2%
Reimbursements	130,000	0	27,019	92,714	0.0%
Subtotal	\$21,431,962	\$22,108,709	\$21,153,626	\$21,361,827	-3.4%
Capital Outlay	285,539	147,000	295,000	45,000	-69.4%
<b>TOTAL OPERATIONS</b>	<b>\$21,717,501</b>	<b>\$22,255,709</b>	<b>\$21,448,626</b>	<b>\$21,406,827</b>	<b>-3.8%</b>
Transfer to General Fund	\$890,475	\$907,332	\$908,876	\$919,646	1.4%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	157,239	0	157,239	157,239	0.0%
Transfer to Loss Fund	315,688	317,998	361,241	364,361	14.6%
<b>TOTAL TRANSFERS</b>	<b>\$1,423,402</b>	<b>\$1,285,330</b>	<b>\$1,487,356</b>	<b>\$1,501,246</b>	<b>16.8%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$23,140,903</b>	<b>\$23,541,039</b>	<b>\$22,935,982</b>	<b>\$22,908,073</b>	<b>-2.7%</b>
<b>WORKING CAPITAL</b>	<b>\$2,758,454</b>	<b>\$2,507,214</b>	<b>\$3,248,177</b>	<b>\$4,246,450</b>	<b>69.4%</b>
<b>Days of Operation</b>				<b>72</b>	

## MUNICIPAL DRAINAGE UTILITY

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$3,996,522</b>	<b>\$1,740,414</b>	<b>\$3,406,069</b>	<b>\$2,006,368</b>	<b>15.3%</b>
<b>Revenues</b>					
Environmental Assessment Fees:					
Residential Class Fees	\$2,749,810	\$2,770,791	\$3,261,540	\$3,805,130	37.3%
Commercial Class Fees	2,458,165	2,475,297	2,858,028	3,453,886	39.5%
Miscellaneous	8,505	6,000	6,000	6,000	0.0%
Interest Income	29,346	40,900	40,900	40,900	0.0%
<b>TOTAL REVENUES</b>	<b>\$5,245,826</b>	<b>\$5,292,988</b>	<b>\$6,166,468</b>	<b>\$7,305,916</b>	<b>38.0%</b>
<b>TOTAL RESOURCES</b>	<b>\$9,242,348</b>	<b>\$7,033,402</b>	<b>\$9,572,537</b>	<b>\$9,312,284</b>	<b>32.4%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$1,235,784	\$1,325,734	\$1,369,699	\$1,463,701	10.4%
Materials & Supplies	285,796	322,532	335,933	344,652	6.9%
Contractual	672,090	768,125	692,636	663,284	-13.6%
Sundry	47,628	2,853	2,878	2,778	-2.6%
Reimbursements	300,944	317,896	310,981	344,360	8.3%
Subtotal	\$2,542,242	\$2,737,140	\$2,712,127	\$2,818,775	3.0%
Capital Outlay	3,347	0	981	0	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$2,545,589</b>	<b>\$2,737,140</b>	<b>\$2,713,108</b>	<b>\$2,818,775</b>	<b>3.0%</b>
Transfer to General Fund	\$361,076	\$367,226	\$428,370	\$508,131	38.4%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Revenue Debt	2,909,614	2,913,352	2,913,352	3,010,927	3.3%
<b>TOTAL TRANSFERS</b>	<b>\$3,290,690</b>	<b>\$3,300,578</b>	<b>\$3,361,722</b>	<b>\$3,539,058</b>	<b>7.2%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$5,836,279</b>	<b>\$6,037,718</b>	<b>\$6,074,830</b>	<b>\$6,357,833</b>	<b>5.3%</b>
<b>EST. RESERVE REQUIREMENT</b>	<b>0</b>	<b>0</b>	<b>1,491,339</b>	<b>0</b>	<b>0.0%</b>
<b>WORKING CAPITAL</b>	<b>\$3,406,069</b>	<b>\$995,684</b>	<b>\$2,006,368</b>	<b>\$2,954,452</b>	<b>196.7%</b>
<b>Days of Operation</b>				<b>383</b>	

## RECREATION REVOLVING

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$668,665</b>	<b>\$707,230</b>	<b>\$1,139,824</b>	<b>\$1,357,141</b>	<b>91.9%</b>
<b>Revenues</b>					
Recreation Fees	\$3,801,670	\$3,473,955	\$3,750,000	\$3,772,500	8.6%
Contributions	8,786	13,950	13,950	14,034	0.6%
Interest Income	16,311	17,700	18,250	20,500	15.8%
Miscellaneous	60,026	40,400	40,400	40,642	0.6%
<b>TOTAL REVENUES</b>	<b>\$3,886,793</b>	<b>\$3,546,005</b>	<b>\$3,822,600</b>	<b>\$3,847,676</b>	<b>8.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$4,555,458</b>	<b>\$4,253,235</b>	<b>\$4,962,424</b>	<b>\$5,204,817</b>	<b>22.4%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$1,246,070	\$1,393,025	\$1,316,647	\$1,352,886	-2.9%
Materials & Supplies	209,374	229,556	242,985	232,334	1.2%
Contractual	1,758,181	1,784,611	1,814,553	1,790,071	0.3%
Sundry	24,316	38,779	39,968	37,654	-2.9%
Subtotal	\$3,237,941	\$3,445,971	\$3,414,153	\$3,412,945	-1.0%
Capital Outlay	0	0	0	0	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$3,237,941</b>	<b>\$3,445,971</b>	<b>\$3,414,153</b>	<b>\$3,412,945</b>	<b>-1.0%</b>
Transfer to General Fund	\$177,693	\$177,300	\$191,130	\$192,384	8.5%
<b>TOTAL TRANSFERS</b>	<b>\$177,693</b>	<b>\$177,300</b>	<b>\$191,130</b>	<b>\$192,384</b>	<b>8.5%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$3,415,634</b>	<b>\$3,623,271</b>	<b>\$3,605,283</b>	<b>\$3,605,329</b>	<b>-0.5%</b>
<b>WORKING CAPITAL</b>	<b>\$1,139,824</b>	<b>\$629,964</b>	<b>\$1,357,141</b>	<b>\$1,599,488</b>	<b>153.9%</b>
<b>Days of Operation</b>				171	

## GOLF COURSE

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>(\$13,258)</b>	<b>\$61,220</b>	<b>\$34,014</b>	<b>\$126,942</b>	<b>0.0%</b>
<b>Revenues</b>					
Golf Fees	\$871,504	\$931,395	\$951,395	\$991,395	6.4%
Concessions	52,732	30,000	54,062	54,386	81.3%
Interest Income	0	500	300	1,000	0.0%
Miscellaneous	9,297	0	0	0	0.0%
Reimbursements	0	0	0	0	0.0%
<b>TOTAL REVENUES</b>	<b>\$933,533</b>	<b>\$961,895</b>	<b>\$1,005,757</b>	<b>\$1,046,780</b>	<b>8.8%</b>
<b>TOTAL RESOURCES</b>	<b>\$920,275</b>	<b>\$1,023,115</b>	<b>\$1,039,771</b>	<b>\$1,173,723</b>	<b>14.7%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$507,801	\$524,673	\$541,950	\$539,195	2.8%
Supplies	117,286	137,230	133,777	130,430	-5.0%
Contractual Services	206,157	173,940	185,054	178,323	2.5%
Sundry Charges	2,311	1,760	1,760	1,660	-5.7%
Subtotal	\$833,555	\$837,603	\$862,541	\$849,608	1.4%
Capital Outlay	4,681	0	0	0	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$838,236</b>	<b>\$837,603</b>	<b>\$862,541</b>	<b>\$849,608</b>	<b>1.4%</b>
Transfer to General Fund	48,025	48,095	50,288	52,339	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$48,025</b>	<b>\$48,095</b>	<b>\$50,288</b>	<b>\$52,339</b>	<b>0.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$886,261</b>	<b>\$885,698</b>	<b>\$912,829</b>	<b>\$901,947</b>	<b>1.8%</b>
<b>WORKING CAPITAL</b>	<b>\$34,014</b>	<b>\$137,417</b>	<b>\$126,942</b>	<b>\$271,777</b>	<b>0.0%</b>
<b>Days of Operation</b>				117	

## LOSS FUND

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$192,626</b>	<b>\$786,350</b>	<b>\$1,082,298</b>	<b>\$1,032,384</b>	<b>23.8%</b>
<b>Resources</b>					
General Fund Transfer In	\$4,844,941	\$3,300,672	\$3,986,646	\$4,032,565	18.1%
Water & Sewer Fund Transfer In	654,555	658,372	753,639	759,784	13.3%
Sustain. & Env. Svcs. Fund Transfer In	315,688	317,998	361,241	364,361	12.7%
Claims Recovered	168,084	200,000	200,000	200,000	0.0%
Interest Earned	43,492	50,000	50,000	50,000	0.0%
<b>TOTAL REVENUES</b>	<b>\$6,026,760</b>	<b>\$4,527,042</b>	<b>\$5,351,526</b>	<b>\$5,406,710</b>	<b>16.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$6,219,386</b>	<b>\$5,313,392</b>	<b>\$6,433,824</b>	<b>\$6,439,094</b>	<b>17.5%</b>
<b>APPROPRIATIONS</b>					
Workers' Compensation	\$2,036,165	\$1,600,000	\$2,200,000	\$2,200,000	27.3%
Judgements and Damages	1,091,736	900,000	1,200,000	1,200,000	25.0%
Risk Management Operations	2,009,187	1,987,341	2,001,440	2,056,624	3.4%
<b>TOTAL APPROPRIATIONS</b>	<b>\$5,137,088</b>	<b>\$4,487,341</b>	<b>\$5,401,440</b>	<b>\$5,456,624</b>	<b>17.8%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$1,082,298</b>	<b>\$826,051</b>	<b>\$1,032,384</b>	<b>\$982,470</b>	<b>15.9%</b>

## HUD GRANTS

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>TOTAL HUD REVENUES</b>	<b>\$1,593,208</b>	<b>\$1,432,009</b>	<b>\$1,694,997</b>	<b>\$1,658,127</b>	<b>-13.6%</b>
<b>APPROPRIATIONS</b>					
<b>CDBG:</b>					
Housing Rehabilitation	\$760,197	\$550,827	\$600,000	\$713,800	-29.6%
Administrative	223,975	200,000	200,000	236,720	-18.4%
Homelessness Prevention	66,630	48,000	48,000	67,000	-39.6%
Homeownership Program	48,147	0	30,296	34,474	0.0%
Plano Housing Corporation	22,662	17,000	25,000	0	100.0%
Boys and Girls Clubs of Collin County	22,488	30,000	30,000	35,000	-16.7%
Health Services of North Texas	19,036	0	0	0	0.0%
Communities in Schools Dallas	18,000	15,000	15,000	15,000	0.0%
LaunchAbility	13,825	10,000	10,000	13,000	-30.0%
Maurice Barnett Geriatric Wellness - PHC	35,819	33,344	33,344	0	100.0%
Maurice Barnett Geriatric Wellness - Gatekeepers	12,699	22,000	22,000	0	100.0%
Helping Partners	12,961	17,000	0	0	100.0%
Samaritan Inn	0	0	0	35,000	0.0%
Texas Muslim Women's Foundation	0	0	0	15,000	0.0%
Galaxy counseling Center	0	0	0	15,000	0.0%
Jewish Family Services	10,980	0	0	0	0.0%
<b>Sub-Total CDBG:</b>	<b>\$1,267,419</b>	<b>\$943,171</b>	<b>\$1,013,640</b>	<b>\$1,179,994</b>	<b>-25.1%</b>
<b>HOME:</b>					
Housing Rehabilitation	\$65,526	\$0	\$80,000	\$0	0.0%
Administrative	67,168	34,000	34,000	35,433	-4.2%
Homeownership Program (ADDI)	60,067	40,000	40,000	0	100.0%
Plano Housing Corporation	128,021	125,000	125,000	109,200	12.6%
Habitat for Humanity of South Collin Co.	90,604	134,533	134,533	163,700	-21.7%
Christ United Methodist Church	62,990	42,000	42,000	46,800	-11.4%
<b>Sub-Total HOME:</b>	<b>\$474,376</b>	<b>\$375,533</b>	<b>\$455,533</b>	<b>\$355,133</b>	<b>5.4%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,741,795</b>	<b>\$1,318,704</b>	<b>\$1,469,173</b>	<b>\$1,535,127</b>	<b>-16.4%</b>

## PTN FUND

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$438,558</b>	<b>\$246,097</b>	<b>\$784,862</b>	<b>\$5,394</b>	<b>-97.8%</b>
<b>Revenues</b>					
Plano Television Network Fee	\$773,496	\$770,308	\$773,496	\$774,656	0.6%
Interest Income	6,441	20,000	12,000	12,000	-40.0%
Transfer In Gen Fund - Franch. Fees	150,000	250,000	250,000	250,000	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%
Miscellaneous	297	500	500	500	0.0%
<b>TOTAL REVENUES</b>	<b>\$1,180,234</b>	<b>\$1,290,808</b>	<b>\$1,285,996</b>	<b>\$1,287,156</b>	<b>-0.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$1,618,792</b>	<b>\$1,536,905</b>	<b>\$2,070,858</b>	<b>\$1,292,550</b>	<b>-15.9%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Salaries & Wages	\$635,174	\$668,983	\$672,444	\$688,320	2.9%
Materials & Supplies	38,377	62,840	63,448	42,600	-32.2%
Contractual	123,271	110,573	164,858	118,400	7.1%
Sundry	698	2,775	2,775	3,675	32.4%
Equipment Reserve	0	350,000	0	100,000	-71.4%
Subtotal	797,520	1,195,171	903,525	952,995	-20.3%
Capital Outlay	36,410	198,000	1,161,939	276,500	0.0%
<b>TOTAL APPROPRIATIONS</b>	<b>833,930</b>	<b>1,393,171</b>	<b>2,065,464</b>	<b>1,229,495</b>	<b>-11.7%</b>
<b>WORKING CAPITAL</b>	<b>\$784,862</b>	<b>\$143,734</b>	<b>\$5,394</b>	<b>\$63,055</b>	<b>-56.1%</b>
<b>Days of Operation</b>				19	

## CRIMINAL INVESTIGATION

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$1,523,460</b>	<b>\$1,149,413</b>	<b>\$1,955,839</b>	<b>\$1,547,471</b>	<b>34.6%</b>
Forfeited Property	\$636,945	\$100,000	\$200,000	\$300,000	200.0%
Interest	15,901	10,500	10,500	10,500	0.0%
Auction Proceeds	60,830	30,000	60,000	90,000	200.0%
Grants and Miscellaneous	56,314	10,000	25,000	0	-100.0%
<b>TOTAL REVENUES</b>	<b>\$769,990</b>	<b>\$150,500</b>	<b>\$295,500</b>	<b>\$400,500</b>	<b>166.1%</b>
<b>TOTAL RESOURCES</b>	<b>\$2,293,450</b>	<b>\$1,299,913</b>	<b>\$2,251,339</b>	<b>\$1,947,971</b>	<b>49.9%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Materials & Supplies	\$138,488	\$75,000	\$190,784	\$90,000	20.0%
Contractual - Professional	64,778	75,000	116,330	90,500	20.7%
Reimbursements to Other Funds	45,024	0	15,068	0	0.0%
Capital Outlay	89,321	300,000	381,686	220,000	-26.7%
<b>TOTAL APPROPRIATIONS</b>	<b>\$337,611</b>	<b>\$450,000</b>	<b>\$703,868</b>	<b>\$400,500</b>	<b>-11.0%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$1,955,839</b>	<b>\$849,913</b>	<b>\$1,547,471</b>	<b>\$1,547,471</b>	<b>82.1%</b>

## TECHNOLOGY FUND

	<b>Actual</b>	<b>Budget</b>	<b>Re-Est</b>	<b>Budget</b>	<b>% Change</b>
	<b>2011-12</b>	<b>2012-13</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>
<b>WORKING CAPITAL</b>	\$12,676,768	\$7,456,016	\$12,102,341	\$7,217,892	-3.2%
<b>Revenues</b>					
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	0.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	0.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	0.0%
Interest Earnings	132,163	75,000	71,760	70,000	-6.7%
Reassigned 2006 COs	0	0	144,347	0	N/A
<b>TOTAL REVENUES</b>	<b>\$1,532,163</b>	<b>\$1,475,000</b>	<b>\$1,616,107</b>	<b>\$1,470,000</b>	<b>-0.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$14,208,931</b>	<b>\$8,931,016</b>	<b>\$13,718,448</b>	<b>\$8,687,892</b>	<b>-2.7%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Fund 62 Projects	\$1,158,854	\$734,120	\$3,393,998	\$3,285,658	347.6%
Fund 29 Projects	697,736	1,800,000	2,856,558	0	-100.0%
<b>TOTAL OPERATIONS</b>	<b>\$1,856,590</b>	<b>\$2,534,120</b>	<b>\$6,250,556</b>	<b>\$3,285,658</b>	<b>29.7%</b>
Transfer to PTN	250,000	250,000	250,000	250,000	0.0%
<b>TOTAL TRANSFERS</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>0.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$2,106,590</b>	<b>\$2,784,120</b>	<b>\$6,500,556</b>	<b>\$3,535,658</b>	<b>27.0%</b>
<b>WORKING CAPITAL</b>	<b>\$12,102,341</b>	<b>\$6,146,896</b>	<b>\$7,217,892</b>	<b>\$5,152,234</b>	<b>-16.2%</b>
<b>RESERVED FOR PROJECTS</b>	<b>1,000,000</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>WORKING CAPITAL</b>	<b>\$11,102,341</b>	<b>\$4,646,896</b>	<b>\$7,217,892</b>	<b>\$5,152,234</b>	<b>10.9%</b>

## PC REPLACEMENT FUND

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>WORKING CAPITAL</b>	<b>\$391,116</b>	<b>\$438,838</b>	<b>\$699,643</b>	<b>\$659,662</b>	<b>50.3%</b>
<b>Revenues</b>					
General Fund	\$421,586	\$421,586	\$421,586	\$525,355	24.6%
Govt Access/CATV	2,877	2,877	2,877	2,687	-6.6%
Municipal Court Technology	8,234	8,234	8,234	0	-100.0%
Water & Sewer Fund	31,385	31,385	31,385	27,389	-12.7%
Sustainability & Environ. Svcs.	11,168	11,168	11,168	12,302	10.2%
Convention & Tourism	4,231	4,231	4,231	8,767	107.2%
Municipal Drainage	374	374	374	1,331	255.9%
Golf Course	628	628	628	814	29.6%
Recreation Revolving	0	0	0	543	100.0%
Equipment Maintenance	2,752	2,752	2,752	5,941	115.9%
Municipal Warehouse	951	951	951	1,357	42.7%
Property/Liability Loss	2,851	2,851	2,851	4,480	57.1%
Technology Services	65,895	65,895	65,895	42,445	-35.6%
Traffic Safety Fund	0	0	0	271	100.0%
Miscellaneous	9,264	10,000	10,000	10,000	0.0%
<b>TOTAL REVENUES</b>	<b>\$562,196</b>	<b>\$562,932</b>	<b>\$562,932</b>	<b>\$643,682</b>	<b>14.3%</b>
<b>TOTAL RESOURCES</b>	<b>\$953,312</b>	<b>\$1,001,770</b>	<b>\$1,262,575</b>	<b>\$1,303,344</b>	<b>30.1%</b>
<b>APPROPRIATIONS</b>					
<b>Operating Expense</b>					
Non-Capital Software	\$0	\$0	\$0	\$0	0.0%
Non-Capital Hardware	253,669	602,510	602,913	796,050	32.1%
Sundry	0	0	0	0	0.0%
Capital Software	0	0	0	0	0.0%
Capital Computer Hardware	0	0	0	37,957	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$253,669</b>	<b>\$602,510</b>	<b>\$602,913</b>	<b>\$834,007</b>	<b>38.4%</b>
Transfer to Technology Fund	\$0	\$0	\$0	\$0	
<b>TOTAL APPROPRIATIONS</b>	<b>\$253,669</b>	<b>\$602,510</b>	<b>\$602,913</b>	<b>\$834,007</b>	<b>38.4%</b>
<b>WORKING CAPITAL</b>	<b>\$699,643</b>	<b>\$399,260</b>	<b>\$659,662</b>	<b>\$469,337</b>	<b>17.6%</b>
<b>Computer Reserve</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Available Fund Balance</b>	<b>\$699,643</b>	<b>\$399,260</b>	<b>\$659,662</b>	<b>\$469,337</b>	<b>17.6%</b>
<b>Total Working Capital</b>	<b>\$699,643</b>	<b>\$399,260</b>	<b>\$659,662</b>	<b>\$469,337</b>	<b>17.6%</b>

## GENERAL OBLIGATION DEBT SERVICE

	Actual 2011-12	Budget 2012-13	Re-Est 2012-13	Budget 2013-14	% Change 2013-14
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$2,035,641</b>	<b>\$2,183,037</b>	<b>\$2,224,744</b>	<b>\$1,542,160</b>	<b>-29.4%</b>
<b>Revenues</b>					
Property Tax					
Current	\$42,699,878	\$42,408,120	\$42,754,222	\$41,663,710	-1.8%
Delinquent	244,463	434,469	115,931	428,110	-1.5%
Penalty & Interest	193,565	173,787	173,418	171,244	-1.5%
Fund Interest Income	27,176	350,000	33,000	33,000	-90.6%
Police Academy Reimbursement	150,597	150,597	150,597	150,597	0.0%
<b>TOTAL REVENUES</b>	<b>\$43,315,679</b>	<b>\$43,516,973</b>	<b>\$43,227,168</b>	<b>\$42,446,662</b>	<b>-2.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$45,351,320</b>	<b>\$45,700,010</b>	<b>\$45,451,912</b>	<b>\$43,988,821</b>	<b>-3.7%</b>
<b>APPROPRIATIONS</b>					
<b>Bond and Certificates</b>					
Principal	\$23,010,000	\$23,885,000	\$24,150,000	23,805,000	-0.3%
Interest	13,123,866	12,680,132	12,796,090	12,585,745	-0.7%
Transfer to Tech Infrastructure & Public Art	284,376	283,000	241,100	197,613	-30.2%
Transfer to Tax Notes Moto Mesh	2,092,600	2,085,200	2,085,200	0	-100.0%
Transfer to Tax Notes MotoMesh&Radio Sys Repl	2,717,869	2,733,469	2,733,469	2,754,581	0.8%
Transfer to Tax Notes Radio Sys Repl	980,644	990,619	990,619	999,919	0.9%
Transfer to CO's Radio Sys Repl	905,476	903,776	903,775	906,876	0.3%
Exchanges Fees & Bond Sale Expense	11,745	9,500	9,500	9,500	0.0%
Subtotal	\$43,126,576	\$43,570,696	\$43,909,753	\$41,259,234	-5.3%
<b>New Debt</b>	<b>0</b>	<b>576,600</b>	<b>0</b>	<b>889,080</b>	<b>54.2%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$43,126,576</b>	<b>\$44,147,296</b>	<b>\$43,909,753</b>	<b>\$42,148,314</b>	<b>-4.5%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$2,224,744</b>	<b>\$1,552,714</b>	<b>\$1,542,160</b>	<b>\$1,840,508</b>	<b>18.5%</b>



# 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:		09/09/2013		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matt Yager, x5220</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2013-14; and providing an effective date. Public Hearing held on August 12, 2013.				
<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		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    CAPITAL PROJECT FUNDS</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
This Ordinance approves and adopts the capital improvement projects in the Community Investment Program (CIP) to be completed or undertaken in 2013-14, and sets the level of appropriations for the various funds, as reviewed by the City Council.				
List of Supporting Documents: Combined Expenditures Summary			Other Departments, Boards, Commissions or Agencies	

**COMBINED EXPENDITURE SUMMARY**

(Includes All Resources)

	<b>Re-Estimate</b>							
<b>Project Expenditures</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-2015</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>Future</b>	<b>Total</b>
Fire & Public Safety Facilities	2,450,000	4,347,000	4,000,000	0	0	0	0	10,797,000
Library Facilities	904,600	274,500	0	0	0	0	0	1,179,100
Municipal Facilities	7,802,000	0	0	0	0	0	0	7,802,000
Police & Court Facilities	632,000	3,234,000	0	0	0	0	0	3,866,000
Park Improvements	21,632,000	19,443,000	17,564,000	12,750,000	9,975,000	0	52,200,000	133,564,000
Carpenter Rec Center	21,000	0	1,000,000	0	0	0	0	1,021,000
Recreation Center	949,400	5,650,000	14,500,000	7,600,000	4,200,000	0	0	32,899,400
Public Infrastructure Improvements	0	5,000,000	5,000,000	5,000,000	0	0	0	15,000,000
Street Improvements	31,591,120	26,499,000	20,067,000	15,115,000	12,271,000	12,915,000	29,035,000	147,493,120
Street Enhancements	<u>86,000</u>	<u>1,650,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,736,000</u>
<b>Total General Obligation</b>	<b>66,068,120</b>	<b>66,097,500</b>	<b>62,131,000</b>	<b>40,465,000</b>	<b>26,446,000</b>	<b>12,915,000</b>	<b>81,235,000</b>	<b>355,357,620</b>
Technology Improvements	<u>2,856,558</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,856,558</u>
<b>Total Certificate of Obligation &amp; Tax Note</b>	<b>2,856,558</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,856,558</b>
Municipal Drainage	<u>5,362,500</u>	<u>3,349,000</u>	<u>2,640,000</u>	<u>2,600,000</u>	<u>2,235,000</u>	<u>2,200,000</u>	<u>9,735,000</u>	<u>28,121,500</u>
<b>Total Revenue Bond</b>	<b>5,362,500</b>	<b>3,349,000</b>	<b>2,640,000</b>	<b>2,600,000</b>	<b>2,235,000</b>	<b>2,200,000</b>	<b>9,735,000</b>	<b>28,121,500</b>
Municipal Facilities (Non-Funded)	0	0	0	0	0	0	20,000,000	20,000,000
Park Fee Program	685,000	1,535,000	1,480,000	0	230,000	0	200,000	4,130,000
DART Local Assistance	114,500	0	0	0	0	0	0	114,500
Capital Reserve:								
Streets & Drainage Projects	12,576,000	15,190,000	15,200,000	15,485,000	17,750,000	17,975,000	18,200,000	112,376,000
Park Improvement Projects	9,070,000	6,435,000	4,050,000	4,075,000	3,450,000	2,870,000	22,255,000	52,205,000
Municipal Facilities Projects	7,407,915	3,391,700	3,241,000	2,997,000	2,713,000	2,500,000	3,611,000	25,861,615
Other Projects	<u>4,106,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>626,000</u>	<u>1,626,000</u>	<u>8,862,000</u>
<b>Total Other Funds</b>	<b>33,959,415</b>	<b>27,177,700</b>	<b>24,597,000</b>	<b>23,183,000</b>	<b>24,769,000</b>	<b>23,971,000</b>	<b>65,892,000</b>	<b>223,549,115</b>
Water	9,608,100	9,065,000	8,206,000	7,562,000	4,918,000	3,508,000	4,140,000	47,007,100
Sewer	<u>6,293,000</u>	<u>9,610,000</u>	<u>11,031,000</u>	<u>7,600,000</u>	<u>7,600,000</u>	<u>7,600,000</u>	<u>7,900,000</u>	<u>57,634,000</u>
<b>Total Water &amp; Sewer</b>	<b>15,901,100</b>	<b>18,675,000</b>	<b>19,237,000</b>	<b>15,162,000</b>	<b>12,518,000</b>	<b>11,108,000</b>	<b>12,040,000</b>	<b>104,641,100</b>
<b>TOTAL</b>	<b>124,147,693</b>	<b>115,299,200</b>	<b>108,605,000</b>	<b>81,410,000</b>	<b>65,968,000</b>	<b>50,194,000</b>	<b>168,902,000</b>	<b>714,525,893</b>

**An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for 2013-14; and providing an effective date.**

**WHEREAS**, following public notice duly posted and published as required by law, a public hearing was held on August 12, 2013, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2013-14; and

**WHEREAS**, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

**WHEREAS**, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2013-14 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

**Now, therefore, be it ordained by the City Council of the City of Plano, Texas, that:**

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2013 and ending September 30, 2014, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Library Facilities	274,500
B.	Public Safety & Fire Facilities Fund	4,347,000
C.	Police & Court Facilities Fund	3,234,000
D.	Park Improvements Fund	19,443,000
E.	Recreation Centers Fund	5,650,000
F.	Public Infrastructure Improvements Fund	5,000,000
G.	Street Improvements Fund	26,499,000
H.	Street Enhancement Fund	1,650,000
I.	Park Fee Program	1,535,000
J.	Capital Reserve Fund	25,642,700
K.	Municipal Drainage CIP Fund	3,349,000
L.	Water Projects Fund	9,065,000
M.	Sewer Projects Fund	9,610,000

Section II. This Ordinance shall be in full force and effect from and after its passage.

**DULY PASSED AND APPROVED this the 9<sup>th</sup> Day of September, 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:		9/9/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2013, and terminating September 30, 2014, and providing an effective date. (Public Hearings held on August 26, 2013 and September 4, 2013.				
<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	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>N/A</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
This Ordinance sets the ad valorem tax rate for 2013-14 at .4886 cents per \$100 assessed valuation, to be distributed as follows:				
\$.3296 for Operation & Maintenance				
\$.1590 for General Obligation Debt				
_____				
\$.4886 Total Tax Rate				
THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.				
THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.32.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2013 and terminating September 30, 2014 and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2013-14, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2012-13; and

**WHEREAS**, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2013-14 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

**WHEREAS**, the proposed Tax Rate does not exceed the Rollback Tax Rate; and

**WHEREAS**, the proposed Tax Rate does exceed the Effective Tax Rate by 1.11 cents or 2.32%; and

**WHEREAS**, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2013-14 should be approved and adopted for Fiscal Year 2013-14.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2013-14 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$ .3296	for purposes of General Fund maintenance and operation.
\$ .1590	for payment of principal and interest on all General Obligation Bond funded debt of this City.

<u>        </u>	
\$ .4886	Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2013-14 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

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

**DULY PASSED AND APPROVED**, this the 9<sup>th</sup> day of September 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

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/9/13		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2013-14 Budget as a result of the City receiving more revenues from property taxes in the 2013-14 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 26, 2013 and September 4, 2013.)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" 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	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
<p>As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.</p> <p>This Ordinance ratifies the property tax revenue increase as reflected in the 2013-14 Budget, by adding the following statement:</p> <p>"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$6,242,688 OR 4.98% AND OF THAT AMOUNT \$1,650,038 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, ratifying the property tax revenue increase in the 2013-14 Budget as a result of the City receiving more revenues from property taxes in the 2013-14 Budget than in the previous fiscal year; and providing an effective date.**

**WHEREAS**, H.B. 3195 relating in part to “truth-in-taxation disclosure”, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and,

**WHEREAS**, the City’s 2013-14 Budget has an increase in property tax revenues as compared to the previous year; and,

**WHEREAS**, as a result of the approval of the 2013-14 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2013-14 City Budget is hereby ratified, with the following declaration:

”THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$6,242,688 OR 4.98%, AND OF THAT AMOUNT \$1,650,038 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.”

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

**DULY PASSED AND APPROVED**, this the 9<sup>th</sup> day of September 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:		09/09/13		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>				
<b>CAPTION</b>				
<p>Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 136 for tax abatement consisting of a 6.76 acre tract of land located in the Sam Brown Survey, Abstract No. 108, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact. Notice of public hearing published on August 22, 2013 to create Reinvestment Zone 136. The real property improvements amount is \$8,000,000 and the personal property amount is \$750,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This relates to Rent-A-Center Texas, L.P., a Texas limited partnership, request for tax abatement on Reinvestment Zone 136 and the creation of the zone on Dominion Parkway.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

**An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 136 for tax abatement consisting of a 6.76 acre tract of land located in the Sam Brown Survey, Abstract No. 108, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

**WHEREAS**, a public hearing before the City Council was set for 7:00 p.m. on the 9th day of September, 2013, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

**WHEREAS**, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

**WHEREAS**, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

**WHEREAS**, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

**Section I.** The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**Section II. Definitions.** For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

**Section III.** The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

**Section IV.** Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 136, City of Plano, Texas.

**Section V.** The zone shall be effective as of January 1, 2016.

**Section VI.** To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

**Section VII.** Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable Real Property Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2016 assessment date for the Real Property Improvements.
- b) Ten (10) consecutive tax years beginning with and including the January 1, 2016 assessment date for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025.

- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property for the years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025.

**Section VIII.** Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

**Section IX.** If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

**Section X.** This Ordinance shall become effective from and after its date of passage.

**DULY PASSED AND APPROVED** this 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** of a tract of land out of the Sam Brown Survey, Abstract No. 108 in the City of Plano, Collin County, Texas, being part of the 18.32 acre tract of land described as Tract 2 in deed to West Plano Land Company, LP, recorded in Instrument No. 20060920001358250 of the Land Records of Collin County, Texas, being part of Lot 1, Block A, Rent-A-Center Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2006, Page 836 of the Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at an aluminum monument found at the northwest corner of said Lot 1;

**THENCE** the following courses and distances to wit:

North 57°13'32" East, a distance of 413.62 feet to a 5/8" iron rod set with KHA cap for corner;  
North 67°02'50" East, a distance of 10.00 feet to a 5/8" iron rod set with KHA cap for corner;  
North 22°57'10" West, a distance of 24.00 feet to a 5/8" iron rod set with KHA cap for corner;  
North 67°02'50" East, a distance of 150.50 feet to a 5/8" iron rod set with KHA cap for the beginning of a tangent curve to the left with a radius of 20.00 feet, a central angle of 23°34'41", and a chord bearing and distance of North 55°15'30" East, 8.17 feet;  
Northeasterly, with said curve, an arc distance of 8.23 feet to a 5/8" iron rod set with KHA cap for corner in the west right-of-way line of Dominion Parkway (92' ROW at this point);

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 22°57'10" East, a distance of 75.98 feet to a point for corner;  
South 67°02'50" West, a distance of 12.00 feet to a point for corner;  
South 22°57'10" East, a distance of 158.85 feet to a point for the northeast corner of a Firelane, Access and Utility Easement shown on the plat of said Rent-A-Center Addition;

**THENCE** with the north line of said Firelane, Access and Utility Easement, the following courses and distances to wit:

South 67°08'28" West, a distance of 457.91 feet to a point for the beginning of a non-tangent curve to the right having a radius of 30.00 feet, a central angle of 113°08'11", a chord bearing and distance of North 56°29'39" West, 50.07 feet;  
Northwesterly, with said curve, an arc distance 59.24 feet to a point for corner;  
North 00°04'26" East, a distance of 90.65 feet to a point for the beginning of a non-tangent curve to the left having a radius of 54.44 feet, a central angle of 95°28'24", a chord bearing and distance of North 47°51'40" West, 80.58 feet;  
Northwesterly, with said curve, an arc distance 90.71 feet to a point for corner;  
North 89°52'36" West, passing the northwest corner of said Firelane, Access and Utility Easement at 132.92 feet, in all a total distance of 183.42 feet to a point for corner in the west line of said Lot 1;

**THENCE** with the west line of said Lot 1, North 00°04'26" East, a distance of 226.86 feet to the **POINT OF BEGINNING** and containing 6.76 acres of land.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/09/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Rent-A-Center Texas, L.P., a Texas limited partnership, providing for real and business personal property tax abatement; and 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>2015-2016 through 2025- 2026</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. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
This relates to Rent-A-Center Texas, L.P., a Texas limited partnership, request for tax abatement on Reinvestment Zone 136 and the creation of the zone on Dominion Parkway.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Tax Abatement Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Rent-A-Center Texas, L.P., a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas and Rent-A-Center Texas, L.P., 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 authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas 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.

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

**DULY PASSED AND APPROVED** this the 9th day of September, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Thousand Dollars (\$750,000) on the Real Property by December 31, 2015, and is or will be owned by Owner.

3. Owner shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City.

### **IMPROVEMENTS**

4. (a) The Owner agrees to add the Personalty required under Section 2 by December 31, 2015, unless an extension as a result of an Event of Force Majeure is approved by the City in writing. The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2015, the Owner shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 60,000 gross square feet of office space with an assessed taxable value of not less than Eight Million Dollars (\$8,000,000) for **new improvements added** to the Real Property between the dates of January 1, 2013 through December 31, 2015, as determined by the Collin County Central Appraisal District. The real property abatement for the new improvements shall begin in the 2016 tax year pursuant to Section 11(a) herein unless an extension as a result of an Event of Force Majeure has been approved by the City in writing. The abatement shall not include any existing real property taxable value assessed on the property as of December 31, 2012.

(c) Upon the occurrence of an Event of Force Majeure, the affected party shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event of Force Majeure results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the improvements and/or Personalty shall be met.

### **DEFAULT**

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

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

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

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

(b) Owner fails to construct the Real Property improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 4(b) as a result of the Owner's protest; or

(e) Owner fails to provide the annual certification as required in Section 9; or

(f) Owner fails to comply with the Assignment provision in Section 10; or

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

6. In the event that the Owner defaults under any of the provisions of Section 5 of this Agreement, the City shall give the Owner written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section(s) 5(a), (b) and/or (g) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement, shall become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section(s) 5(c), (d), (e) and/or (f) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the Owner without the benefit of this Agreement to become due and owing to the City from the Owner, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

## **EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS**

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

## **ANNUAL CERTIFICATION**

9. Beginning November 1, 2016, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

## **ASSIGNMENT**

10. If Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) **City Consent Required.** Except as permitted by Section 10(b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) **Exceptions to City Consent.** Owner may assign this Agreement without obtaining the City's consent:

- (i) To a wholly owned affiliate of Owner; or
- (ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Owner; or
- (iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under Section 10(a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

## **ABATEMENT PROVISIONS**

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2016 through December 31, 2025.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2016 through December 31, 2025.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of an Owner filed protest and/or contest, or the removal of Personalty from the Real Property.

## **NOTICE**

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P. O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
P. O. Box 860358  
Plano, Texas 75086-0358

For Owner by notice to:

Rent-A-Center Texas, L.P.  
Attention: V.P. Real Estate  
5501 Headquarters Dr.  
Plano, Texas 75024

With a copy to:

Rent-A-Center Texas, L.P.  
Attention: General Counsel  
5501 Headquarters Dr.  
Plano, Texas 75024

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

#### **MISCELLANEOUS PROVISIONS**

13. During the term of the Agreement, the Owner further agrees that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Owner, in performing its respective obligations hereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of its default of its obligations hereunder.

15. Based upon the certification provided by Owner, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on 9th day of September, 2013, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Owner pursuant to its duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City and the Owner when executed in accordance herewith.

19. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

RENT-A-CENTER, TEXAS, L.P., a Texas  
limited partnership

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** of a tract of land out of the Sam Brown Survey, Abstract No. 108 in the City of Plano, Collin County, Texas, being part of the 18.32 acre tract of land described as Tract 2 in deed to West Plano Land Company, LP, recorded in Instrument No. 20060920001358250 of the Land Records of Collin County, Texas, being part of Lot 1, Block A, Rent-A-Center Addition, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2006, Page 836 of the Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at an aluminum monument found at the northwest corner of said Lot 1;

**THENCE** the following courses and distances to wit:

North 57°13'32" East, a distance of 413.62 feet to a 5/8" iron rod set with KHA cap for corner;

North 67°02'50" East, a distance of 10.00 feet to a 5/8" iron rod set with KHA cap for corner;

North 22°57'10" West, a distance of 24.00 feet to a 5/8" iron rod set with KHA cap for corner;

North 67°02'50" East, a distance of 150.50 feet to a 5/8" iron rod set with KHA cap for the beginning of a tangent curve to the left with a radius of 20.00 feet, a central angle of 23°34'41", and a chord bearing and distance of North 55°15'30" East, 8.17 feet;

Northeasterly, with said curve, an arc distance of 8.23 feet to a 5/8" iron rod set with KHA cap for corner in the west right-of-way line of Dominion Parkway (92' ROW at this point);

**THENCE** with said west right-of-way line, the following courses and distances to wit:

South 22°57'10" East, a distance of 75.98 feet to a point for corner;

South 67°02'50" West, a distance of 12.00 feet to a point for corner;

South 22°57'10" East, a distance of 158.85 feet to a point for the northeast corner of a Firelane, Access and Utility Easement shown on the plat of said Rent-A-Center Addition;

**THENCE** with the north line of said Firelane, Access and Utility Easement, the following courses and distances to wit:

South 67°08'28" West, a distance of 457.91 feet to a point for the beginning of a non-tangent curve to the right having a radius of 30.00 feet, a central angle of 113°08'11", a chord bearing and distance of North 56°29'39" West, 50.07 feet;

Northwesterly, with said curve, an arc distance 59.24 feet to a point for corner;

North 00°04'26" East, a distance of 90.65 feet to a point for the beginning of a non-tangent curve to the left having a radius of 54.44 feet, a central angle of 95°28'24", a chord bearing and distance of North 47°51'40" West, 80.58 feet;

Northwesterly, with said curve, an arc distance 90.71 feet to a point for corner;

North 89°52'36" West, passing the northwest corner of said Firelane, Access and Utility Easement at 132.92 feet, in all a total distance of 183.42 feet to a point for corner in the west line of said Lot 1;

**THENCE** with the west line of said Lot 1, North 00°04'26" East, a distance of 226.86 feet to the **POINT OF BEGINNING** and containing 6.76 acres of land.

**EXHIBIT “B”  
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 136  
Tax Abatement Agreement (the “Agreement”) between Rent-A-Center, Texas, L.P. and the  
City of Plano.

This letter certifies that the Owner is in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2016 through December 31, 2025. This form is due on November 1, 2016 and on November 1 of each year thereafter that the Agreement is in force.

RENT-A-CENTER, TEXAS, L.P., a Texas  
limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DATE:** August 20, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 19, 2013

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2013-14  
APPLICANT: ONCOR ELECTRIC DELIVERY COMPANY**

Request for a Specific Use Permit for Electrical Substation on 3.1± acres located on the west side of Shiloh Road, 1,200± feet south of 14th Street. Zoned Research/Technology Center.

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** SUPPORT: 0 OPPOSE: 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** SUPPORT: 0 OPPOSE: 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**APPROVED:** 8-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** September 9, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

RA/dc

xc: Wendell South, ONCOR Electric Delivery Company  
Brian Satagaj, Half Associates  
Cliff Bormann, Permit Services Manager

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 19, 2013

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2013-14

**Applicant:** Oncor Electric Delivery Company

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**DESCRIPTION:**

Request for a Specific Use Permit for Electrical Substation on 3.1± acres located on the west side of Shiloh Road, 1,200± feet south of 14th Street. Zoned Research/Technology Center.

**REMARKS:**

The requested zoning is a Specific Use Permit (SUP) for an electrical substation. A preliminary site plan accompanies this request (Agenda Item 7B). The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The property is currently zoned Research/Technology (RT). The RT district is intended to create a low density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. Electrical substations require approval of an SUP within the Research/Technology zoning district.

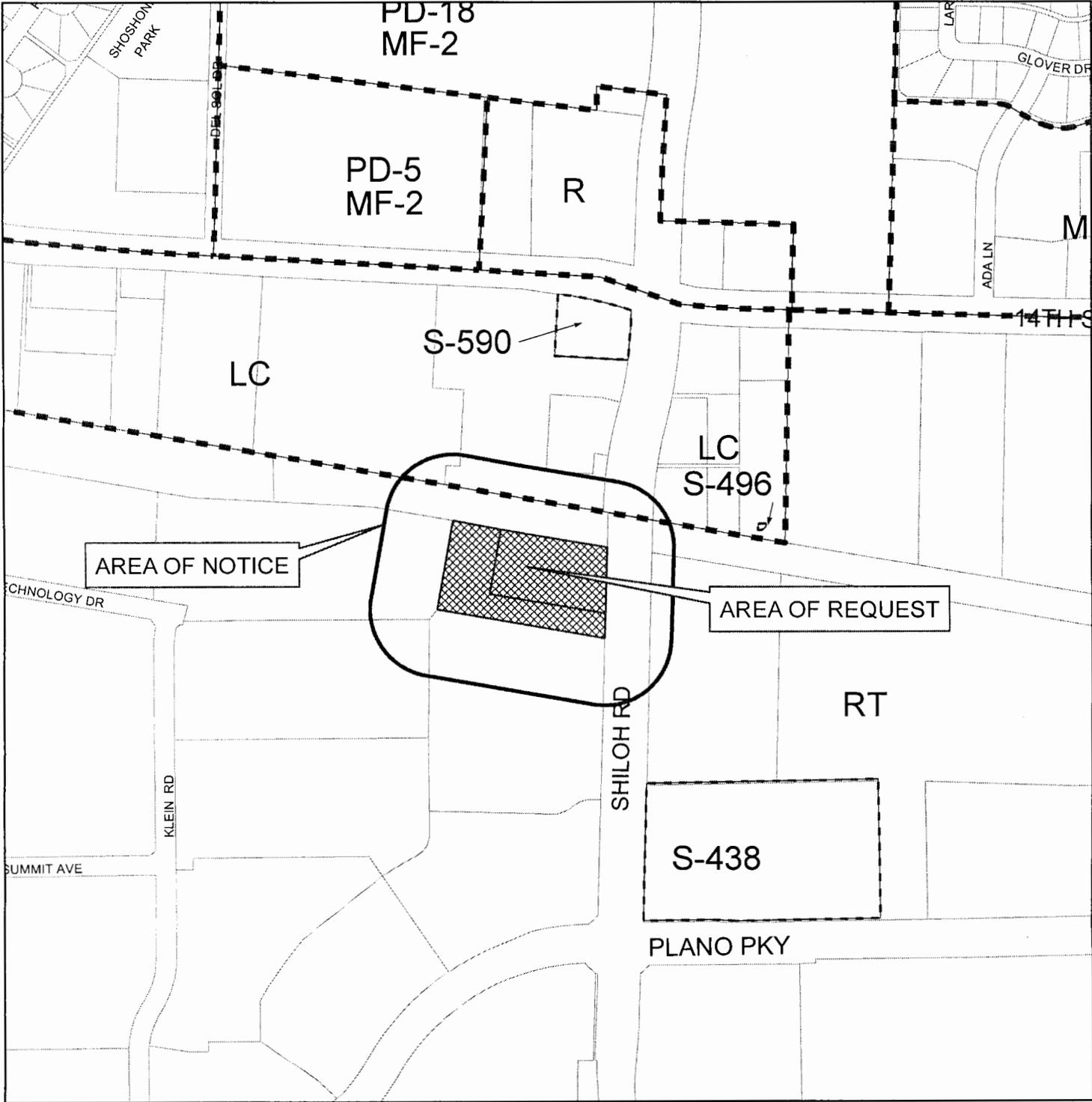
The applicant is proposing to expand the site and replace the equipment at the existing electrical substation. Per the applicant, the proposed replacement and expansion of equipment is needed in order to accommodate the existing and anticipated development growth that has occurred in the vicinity of the substation. The substation was constructed circa 1973 at which time the property was zoned Light Industrial 1 (LI-1), and the electrical substation was a permitted use by right.

The substation is considered a nonconforming use; therefore, the applicant is seeking approval of the SUP because a structure occupied by a nonconforming use may only be rebuilt if it conforms to the provisions of the existing ordinance. Additionally, the applicant is proposing to expand the electrical substation beyond its existing lot boundaries.

The electrical substation will consist of equipment of varying heights, the tallest of which is approximately 58± feet. As depicted on the companion preliminary site plan, the applicant is proposing to screen the site with an eight-foot tall masonry screening wall around the entire perimeter, and an irrigated five-foot wide landscape screen along the outside of the south, west, and north screening walls. The irrigated five-foot wide landscape screening is not a requirement of the City of Plano's Zoning Ordinance; however, the applicant is proposing the additional landscaping to enhance the visual appearance of the site similar to other existing electrical substations within the city.

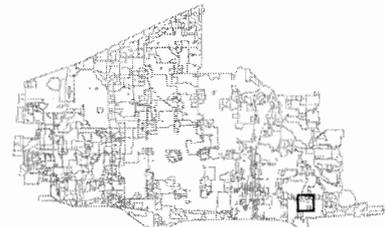
**RECOMMENDATION:**

Recommended for approval as submitted.



Zoning Case #: 2013-14

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer





14TH STREET

Area of Request

SHILOH ROAD

PLANO PARKWAY



Source: City of Plano, Planning Dept.  
Date: August, 2013

Zoning Case 2013-14



## Zoning Case 2013-14

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 639 so as to allow the additional use of Electrical Substation on 3.1± acres of land out of the Dan Yeamans Survey, Abstract No. 1043, located on the west side of Shiloh Road, 1,200± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of September, 2013, for the purpose of considering granting Specific Use Permit No. 639 for the additional use of Electrical Substation on 3.1± acres of land out of the Dan Yeamans Survey, Abstract No. 1043, located on the west side of Shiloh Road, 1,200± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 9th day of September, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 639 for the additional use of Electrical Substation on 3.1± acres of land out of the Dan Yeamans Survey, Abstract No. 1043, located on the west side of Shiloh Road, 1,200± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 639 for the additional use of Electrical Substation on 3.1± acres of land out of the Dan Yeamans Survey, Abstract No. 1043, located on the west side of Shiloh Road, 1,200± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**PASSED AND APPROVED THIS THE 9TH DAY OF SEPTEMBER, 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

## Zoning Case 2013-14

BEING a 3.148 acre (137,120 square foot) tract of land situated in the Dan Yeamans Survey, Abstract No. 1043, City of Plano, Collin County, Texas, and being part of Lot 1 and all of Lot 2 of Plano-Shiloh Road Substation (filed August 22, 1973) and being all of a called 1.481 acre tract of land known as Tract No. I and part of a called 2.879 acre tract of land known as Tract No. II, both described in deed to Oncor Electric Delivery Company (formerly known as Texas Power & Light Company), as recorded in Volume 874, Page 566 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being all of a called 1.6532 acre tract of land described in deed to Oncor Electric Delivery Company (formerly known as Texas Utilities Electric Company), as recorded in Volume 3409, Page 017, D.R.C.C.T., and being more particularly described as follows:

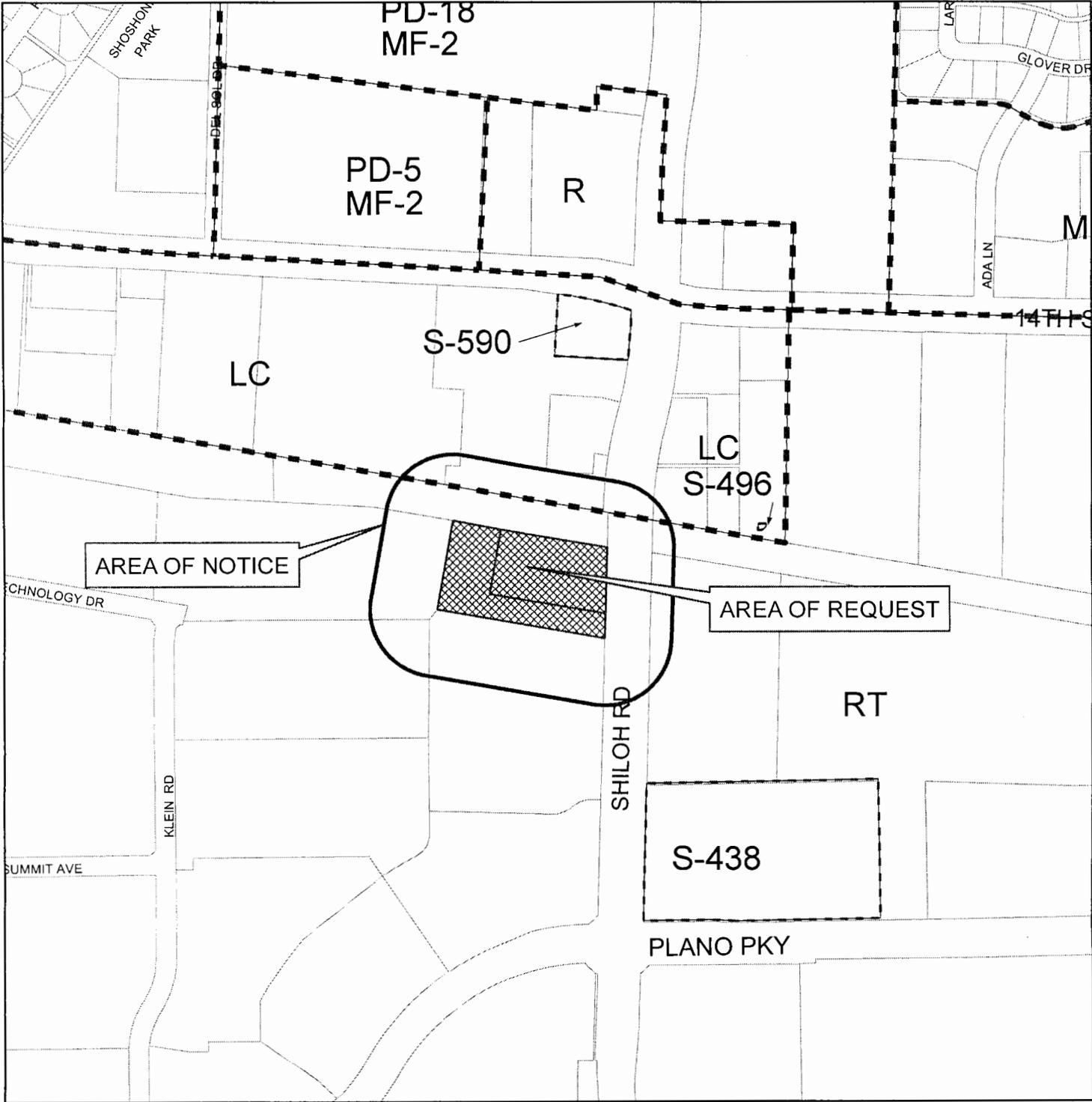
BEGINNING at a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" at the intersection of the west right-of-way line of Shiloh Road (a 140-foot wide right-of-way) with the south right-of-way line of Dallas Area Rapid Transit (D.A.R.T., a 100-foot wide right-of-way) for the northeast corner of said Lot 2, from which a 1/2-inch found iron rod for witness bears North, 48° 06' 45" West, a distance of 0.83 of a foot;

THENCE South, 01° 31' 55" West, with the west right-of-way line of said Shiloh Road and with the east line of said Lot 2, passing at a distance of 202.09 feet a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the common northeast corner of said Lot 1 and southeast corner of said Lot 2, and continuing with the west right-of-way line of said Shiloh Road and with the east line of said Lot 1, in all, a total distance of 277.88 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE North, 80° 12' 52" West, departing the west right-of-way line of said Shiloh Road and the east line of said Lot 1, and over and across said Lot 1, passing at a distance of 7.93 feet a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the northeast corner of Lot 8, Block 1 of Plano Tech Center, an addition to the City of Plano, Collin County, Texas as recorded in Cabinet N, Page 578 of the Plat Records of Collin County, Texas (P.R.C.C.T.) and the southeast corner of said 1.6532 acre tract, with the north line of said Lot 8 and with the south line of said 1.6532 acre tract, in all, a total distance of 518.57 feet to a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC., INC." for the common southeast corner of Lot 7, Block 1 of said Plano Tech Center addition and northwest corner of said Lot 8, and the southwest corner of said 1.6532 acre tract;

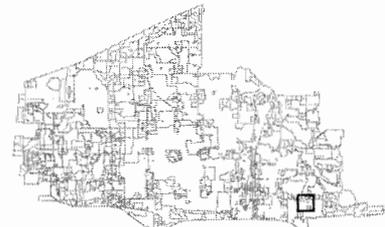
THENCE North, 09° 47' 08" East, with the west line of said 1.6532 acre tract and with the east line of said Lot 7, a distance of 275.00 feet to a 1/2-inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC., INC." on the south right-of-way line of said D.A.R.T. for the northwest corner of said 1.6532 acre tract and the northeast corner of said Lot 7;

THENCE South, 80° 12' 52" East, with the north line of said 1.6532 acre tract and with the south right-of-way line of said D.A.R.T., passing at a distance of 170.79 feet a 1/2-inch found iron rod with a yellow plastic cap stamped "AH HALFF ASSOC." for the most northerly northeast corner of said 1.6532 acre tract and the northwest corner of said Lot 2, and continuing with the south right-of-way line of said D.A.R.T. and with the north line of said Lot 2, in all, a total distance of 478.67 feet to the POINT OF BEGINNING and CONTAINING 137,120 square feet or 3.148 acres of land, more or less.



Zoning Case #: 2013-14

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



